

April 9, 2024

Board of Aldermen Meeting

Packet

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Mar 1, 2024 - Mar 29, 2024	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	
Telephone Number: (573)7293931		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		3	30	46	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	0	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	30	46	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		0	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		91			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Mar 1, 2024 - Mar 29, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Fines - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$80.00
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$80.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$80.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$80.00

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$0.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
Total Other Revenue	\$0.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Mar 1, 2024 - Mar 29, 2024	
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560					
Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent County	
Telephone Number:		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		2	33	24	
B. Cases (citations/informations) filed		3	9	5	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	5	5	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	1	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	2	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	8	5	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		5	34	24	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		7	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		5	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		49			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Mar 1, 2024 - Mar 29, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines - Excess Revenue	\$510.50
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$510.50

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$290.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$14.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$14.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
Total Other Revenue	\$318.00

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

No Data Available	
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$828.50
Bond Refunds	\$0.00
Total Disbursements	\$828.50



Animal Control Log

MAR 2024

Date	Phelps County No.	Animal Description
3-1-24	24E-1487	DOG
3-1-24	24E-1488	DOG
3-1-24	24E-1489	DOG
3-1-24	24E-1490	DOG
3-1-24	24E-1491	DOG
3-15-24		2 DOGS
3-16-24		2 DOGS
3-19-24		DOG
3-19-24		DOG

For the month of March there were 23 Calls for service

11 Dogs were picked up

5 dogs were transferred to the Phelps County Animal Rescue in St. James

4 dogs are being held at the Salem City Pound

2 Dogs were returned to owner

2 Summonses were issued for dogs at large

1 summons was issued for failure to register dangerous dog

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report B

All times shown in Minutes : Seconds

Report By: Category ANIMAL CALL

Date Range: From 03/01/2024 00:00 to 03/31/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	Date / Time	Incident	Stacked Time	Response Time	On Scene Time
ANIMAL CALL		03/01/2024 16:57	24-00827		0:00	22:50
ANIMAL CALL		03/02/2024 10:13	24-00837	1:09	2:40	10:38
ANIMAL CALL		03/02/2024 17:34	24-00844	9:58	2:26	18:51
ANIMAL CALL		03/02/2024 20:52	24-00847		0:00	4:30
ANIMAL CALL		03/04/2024 07:24	24-00860	1:33	2:06	23:35
ANIMAL CALL		03/04/2024 10:09	24-00863		0:00	115:41
ANIMAL CALL		03/04/2024 13:59	24-00867		0:00	13:32
ANIMAL CALL		03/05/2024 12:37	24-00876	0:32	3:06	3:37
ANIMAL CALL		03/06/2024 09:16	24-00888	22:21	0:06	9:23
ANIMAL CALL		03/06/2024 15:28	24-00897		0:00	2:44
ANIMAL CALL		03/10/2024 12:39	24-00942	1:00	13:15	3:15
ANIMAL CALL		03/11/2024 16:37	24-00969	2:08	0:22	19:37
ANIMAL CALL		03/11/2024 21:51	24-00973	1:33	2:34	9:36
ANIMAL CALL		03/12/2024 07:36	24-00978	0:45	11:01	9:07
ANIMAL CALL		03/13/2024 10:40	24-00998	1:50	2:16	10:27
ANIMAL CALL		03/14/2024 12:43	24-01027	1:17	5:41	4:32
ANIMAL CALL		03/15/2024 07:44	24-01042		0:00	2:47
ANIMAL CALL		03/15/2024 14:13	24-01045	0:23	5:32	11:39
ANIMAL CALL		03/16/2024 12:41	24-01052	7:19	3:20	25:33
ANIMAL CALL		03/19/2024 09:36	24-01087	0:48	2:37	28:53
ANIMAL CALL		03/20/2024 07:44	24-01106	0:46	3:13	10:13
ANIMAL CALL		03/21/2024 08:39	24-01123	1:13	28:22	4:52
ANIMAL CALL		03/21/2024 10:08	24-01128	1:20	12:35	4:22
ANIMAL CALL		03/22/2024 19:46	24-01151	1:18	1:35	11:03
ANIMAL CALL		03/22/2024 23:50	24-01155	0:26	0:41	7:56
ANIMAL CALL		03/24/2024 09:32	24-01169	11:23	4:56	0:06
ANIMAL CALL		03/25/2024 20:58	24-01189		0:00	2:54
ANIMAL CALL		03/26/2024 11:51	24-01197	0:46	2:53	7:06
ANIMAL CALL		03/26/2024 12:19	24-01199	1:07	0:53	8:05
ANIMAL CALL		03/26/2024 13:20	24-01200	0:37	4:00	6:48
ANIMAL CALL		03/27/2024 10:13	24-01208	1:58	0:05	0:26
ANIMAL CALL		03/27/2024 15:02	24-01213		0:00	29:32
ANIMAL CALL		03/28/2024 15:53	24-01227	1:43	4:28	8:41
ANIMAL CALL		03/29/2024 21:41	24-01243	7:20		
ANIMAL CALL		03/29/2024 22:37	24-01245	1:32	4:25	18:58

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report B

All times shown in Minutes : Seconds

Report By: Category ANIMAL CALL

Date Range: From 03/01/2024 00:00 to 03/31/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Total Incidents For SubCategory	35	
Average Stacked Time	3:06	min:sec
Average Response Time	3:40	min:sec
Average On Scene Time	13:52	min:sec

Total Incidents For Date Range	35	
Average Stacked Time	3:06	min:sec
Average Response Time	3:40	min:sec
Average On Scene Time	13:52	min:sec

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 03/01/2024 00:00 to 03/31/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		4	0:35	3:52	5:07	0.88
96 HOUR DETENTION ORDER		4	1:01	1:22	84:53	0.88
ABANDONED VEHICLE		1		0:00	17:47	0.22
ACCIDENT		13	1:26	1:18	22:06	2.88
ALARM	COMMERCIAL	5	1:24	1:09	6:52	1.11
ALARM	RESIDENTIAL	1	0:52	3:09	7:06	0.22
AMBULANCE CALL		18	1:09	1:18	18:14	3.98
ANIMAL CALL		35	3:06	3:40	13:52	7.74
AREA CHECK		10	0:36	0:29	4:23	2.21
ASSAULT/FIGHT	IN PROGRESS	3	0:46	1:33	30:10	0.66
ASSAULT/FIGHT	NOT IN PROGRESS	5	1:59	2:18	14:37	1.11
ASSIST OTHER AGENCY		10	3:27	1:49	28:55	2.21
BURGLARY	NOT IN PROGRESS	1	1:17	3:18	11:28	0.22
CHECK THE WELL BEING		9	2:37	2:42	15:07	1.99
CIVIL MATTER		3	1:39	3:04	11:48	0.66
COURT		4	0:40	0:00	57:28	0.88
COURTESY TRANSPORT		3	1:02	1:19	4:12	0.66
DISTURBANCE	VERBAL	5	1:05	2:53	16:12	1.11
DOMESTIC	IN PROGRESS	6	0:37	2:02	11:52	1.33
ESCORT		16	25:19	5:13	20:04	3.54
FIRE CALL		7	0:58	0:54	32:03	1.55
FOLLOW UP INVESTIGATION		59	1:37	0:44	15:51	13.05
FOUND PROPERTY		6	5:36	12:28	4:59	1.33
FRAUD		4	16:48	6:11	12:53	0.88
HARASSMENT		5	3:48	1:55	19:39	1.11
INFORMATION		8	1:57	1:29	5:10	1.77
INTOXICATED DRIVER		2	1:10	2:45	25:51	0.44
INTOXICATED PEDESTRIAN		1	1:10	3:37	3:09	0.22
JUVENILE PROBLEM		1	0:56	0:56	4:09	0.22
KEEP THE PEACE		2	1:37	0:24	17:32	0.44
LIFT ASSIST		7	0:56	2:07	10:03	1.55
LOST/STOLEN PROPERTY		2	2:30	3:22	37:58	0.44
MISC ADMIN DUTY		15	1:33	1:07	40:38	3.32
MISC HAZARD		8	1:26	2:20	10:27	1.77
MISC OFFENSE		3	1:38	0:44	14:49	0.66
MOTORIST ASSIST		7	0:56	4:53	6:39	1.55
NUISANCE VIOLATION		5	2:44	3:06	8:34	1.11
OPEN DOOR		1		0:00	1:23	0.22
PARKING COMPLAINT		3	1:17	2:53	8:03	0.66

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 03/01/2024 00:00 to 03/31/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
PATIENT TRANSFER		1		0:00	286:49	0.22
PEACE DISTURBANCE		2	0:38	6:18	1:56	0.44
PEDESTRIAN CHECK		1		0:00	2:09	0.22
POWER OUTAGE		8	4:21	21:45	15:51	1.77
PROPERTY DAMAGE		6	0:44	3:27	15:31	1.33
SHOPLIFTER		3	1:27	0:54	7:30	0.66
SHOTS FIRED		1	1:24	0:36	5:11	0.22
STEALING	NOT IN PROGRESS	7	2:35	3:44	11:49	1.55
SUICIDAL PERSON		3	6:44	0:00	30:07	0.66
SUSPICIOUS CIRCUMSTANCES		20	3:45	1:33	10:56	4.42
SUSPICIOUS SUBJECT		7	1:27	1:22	8:52	1.55
SUSPICIOUS VEHICLE		8	1:11	0:54	10:48	1.77
TOWED VEHICLE		1		0:00	0:48	0.22
TRAFFIC COMPLAINT		3	2:39	0:45	1:46	0.66
TRAFFIC STOP		50	0:16	0:00	6:25	11.06
TRESPASSING		1		0:00	37:50	0.22
WALK - IN		11	1:15	1:59	12:40	2.43
WALK THROUGH		3		0:00	19:03	0.66
WARRANT ATTEMPT		7	0:22	3:03	10:54	1.55
WATER SEWER PROBLEM		7	0:44	23:50	3:08	1.55

Total Incidents For Date Range 452

Average Stacked Time 3:32 min : sec

Average Response Time 2:12 min : sec

Average On Scene Time 15:57 min : sec

RESOLUTION NO. 09-2024

A RESOLUTION DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON APRIL 2, 2024.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

The City Clerk has presented the Board of Aldermen with the voting results of the Municipal Election held on April 2, 2023, as certified by the Dent County Election Authority, for the offices of:

- a. One (1) Mayor to serve a two (2) year term.
- b. One (1) Alderman from the West Ward of the city to serve a two (2) year term.
- c. One (1) Alderman from the East Ward of the city to serve a two (2) year term.

Section 2.

The Board of Aldermen, having canvassed the return of the Municipal Election held on April 2, 2024, declares the results of said election as follows:

Mayor Two-Year Term

Greg Parker	441 votes
Lisa Elliot	73 votes
Grover "Mike" Whitley	97 votes
Eddie Fleetwood	182 votes

West Ward Alderman Two-year Term

Catherine Dent	209 votes
Richard Labrash	196 votes
Write In	12 votes

East Ward Alderman Two-Year Term

James Vance	115 votes
Kala Sisco	252 votes
Write In	2 votes

Section 3.

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR THIS 9th DAY OF APRIL 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM

James Weber
City Attorney

**Certification of Election Results
By County Clerk**

TO: All Political Subdivisions

The Following is an Official Certificate of Election Results of the Municipal Election held at Dent County, Missouri, on April 2nd, 2024 upon the following:

and having compared the record of the return and Tally Sheets made by the Election Judges and having corrected any discrepancies, do hereby certify the following:


NAME	YES	NO
------	-----	----

(See Official Results attached)

I, Angie Curley, County Clerk/Election Authority of Dent County, Missouri, do hereby certify that the foregoing is a full and accurate return of all votes cast at the above-named polling place for all Propositions and Questions at said election as certified to me by the duly qualified and acting judges of said election.

Certified this 5th day of April, 2024.





County Clerk/Election Authority
Angie Curley

Election Summary Report
GENERAL MUNICIPAL ELECTION
DENT COUNTY, MISSOURI
TUESDAY, APRIL 2, 2024
April 2, 2024 Municipal Election
FINAL REPORT

Date: 4/3/2024
Time: 12:32:27 PM
Page 1/3

Registered Voters 9,304 - Total Ballots 2,209 : 23.74%

9 of 9 Precincts Reporting 100.00%

DENT COUNTY USE TAX QUESTION

Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	2,155	

YES	623	28.91%
NO	1,532	71.09%

DENT COUNTY RECREATIONAL MARIJUANA SALES TAX QUESTION

Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	2,194	

YES	1,312	59.80%
NO	882	40.20%

SALEM MEMORIAL HOSPITAL DIRECTOR DISTRICT 5

Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	2,016	

RAY BRUNO	420	20.83%
N. DWAYNE LAND	482	23.91%
FRANK A. BARNITZ	875	43.40%
COLLEEN LAKE	226	11.21%
WRITE IN	13	0.64%

SALEM MEMORIAL HOSPITAL DIRECTOR DISTRICT 6

Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	1,954	

LEIGH ANN PRICE	1,256	64.28%
SUSAN JORDAN	688	35.21%
WRITE IN	10	0.51%

SALEM MEMORIAL HOSPITAL DIRECTOR DISTRICT 4

Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	2,000	

ZACHARY MOSER	1,054	52.70%
C. DAVID KERR	938	46.90%
WRITE IN	8	0.40%

BUNKER R-III SCHOOL DIRECTORS

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 2		
Total Votes	40	

MIKE DICKERSON	14	35.00%
KELLY GANT	13	32.50%
JASON LEE LACEY	13	32.50%
WRITE IN	0	0%

ROLLA 31 SCHOOL BOARD MEMBER

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 2		
Total Votes	0	

CHARLA JAMISON	0	0%
TRACY JENKINS	0	0%
LINDA ELDREDGE	0	0%
WRITE IN	0	0%

Registered Voters 9,304 - Total Ballots 2,209 : 23.74%

9 of 9 Precincts Reporting 100.00%

**REORGANIZED R-I SCHOOL BOARD MEMBER
THREE YEAR TERM**

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 2		
Total Votes	285	

NATHAN RAGSDALE	111	38.95%
RHONDA WOLFE-HUTSELL	92	32.28%
MIKEL CHAMBERS	81	28.42%
WRITE IN	1	0.35%

**REORGANIZED R-I SCHOOL BOARD MEMBER ONE
YEAR TERM**

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	179	

APRIL GREENER	176	98.32%
WRITE IN	3	1.68%

SALEM R-80 SCHOOL BOARD DIRECTOR

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 2		
Total Votes	1,607	

STEVEN PATTERSON	620	38.58%
JASON GREEN	499	31.05%
LAUREN PRUGH	468	29.12%
WRITE IN	20	1.24%

SALEM R-80 SCHOOL PROPOSITION E

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	1,233	

YES	399	32.36%
NO	834	67.64%

SALEM R-80 SCHOOL PROPOSTION W

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	1,240	

YES	412	33.23%
NO	828	66.77%

QUAD COUNTY FIRE BOARD DIRECTOR

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	35	

ROBERT HICKS	16	45.71%
KARLA PAYNE	19	54.29%
WRITE IN	0	0%

ROLLA RURAL FIRE BOARD DIRECTORS

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 2		
Total Votes	0	

RYAN LONG	0	0%
JASON SHENEFIELD	0	0%
KEITH GRAYSON	0	0%
CHAD ENGELKE	0	0%
WRITE IN	0	0%

Registered Voters 9,304 - Total Ballots 2,209 : 23.74%

9 of 9 Precincts Reporting 100.00%

SALEM MAYOR

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	799	

GREG PARKER	441	55.19%
LISA ELLIOTT	73	9.14%
GROVER "MIKE" WHITLEY	97	12.14%
EDDIE FLEETWOOD	182	22.78%
WRITE IN	6	0.75%

SALEM EAST WARD ALDERMAN

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	369	

JAMES VANCE	115	31.17%
KALA SISCO	252	68.29%
WRITE IN	2	0.54%

SALEM WEST WARD ALDERMAN

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	417	

CATHERINE DENT	209	50.12%
RICHARD LABRASH	196	47.00%
WRITE IN	12	2.88%

Staff Summary Report

MEETING DATE:	04/09/2024
AGENDA ITEM:	
AGENDA TITLE:	25 HP MOTOR FOR AERATION IN NORTH DIGESTER

ACTION REQUESTED BY:	DONNIE MOORE
ACTION REQUESTED:	APPROVAL OF PURCHASE FOR 25 HP MOTOR
SUMMARY BY:	DONNIE MOORE

PROJECT DESCRIPTION / FACTS

US MOTOR 25 HP USED FOR AERATION OF SLUDGE IN THE NORTH DIGESTER

PROCUREMENT

RECEIVED 3 BIDS:

J.C.I. \$11,812.00 (LIMITED WARRANTY)

SRI-MO \$12,535.00 (LIMITED WARRANTY)

VANDEVANTER \$17,862.00 (LIMITED WARRANTY)

FISCAL IMPACTS

We have a balance of \$38,000.00 in equipment maintenance 501-520-46100

SUPPORT DOCUMENTS:	Bids from all 3 vendors
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve bid from J.C.I.
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JCI Industries, Inc.
9921 Big Meadows Road
Jefferson City, MO 65101
Tel: 573-395-4053

www.jciind.com

Tuesday, March 12, 2024

Salem MO, City of
400 N Iron Street
Salem, MO 65550

Phone: 573-729-3061
Fax: 573-729-4955

Attention:

Subject: US Motor 25HP Replacement
Quotation #: SEQT-84562BB
Please refer to this number when ordering

Item	Description	Qty	Unit Price	Subtotal
1.00	Model: 19706285-100 This mixer would need to be rewound, new bearings and a new shaft. The cost to repair would be close to the cost to replace. We would order a new motor and propeller to replace the unit brought in. <i>*Inspection fee of up to \$200.00 to be waived upon approval of repair or purchase of new</i> <i>**All units deemed non-economical to repair will be scrapped 30 days from date of quote, unless requested otherwise by customer.</i>	1	\$11,812.00	\$11,812.00

Bethany Berner

Bethany Berner
Customer Service
JCI Industries, Inc.

Ben Reinkemeyer

Ben Reinkemeyer
JCI Industries, Inc.

Terms & Conditions

Lead Time 4 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order	



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OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods

or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters



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the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the

foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or

equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or



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additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of

Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. COMPLIANCE WITH LAW: Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

ESTIMATE

SRI-MO
9921 Big Meadows Rd
Jefferson City, MO 65101

Ben@SRI-MO.com
+1 (573) 690-6644

SRI-MO



City of Salem
Bill to
City of Salem

Ship to
City of Salem

Estimate details
Estimate no.: 1004
Estimate date: 04/03/2024

#	Product or service	Qty	Rate	Amount
1.	Nidec Motor Model 19706825-100	1	\$12,535.00	\$12,535.00
Total			\$12,535.00	



April 1, 2024

PROPOSAL OP-593075

To: City of Salem, Missouri
Project: Replacement Digester Motor
ATTN: Mr. Josh Hunt

We are pleased to provide the following proposal for a like-for-like replacement to your existing 25HP Digester Motor.

- (1) Premium Efficient 25HP Digester Motor (P/N: 170-962-1E)
- 230/460, 3-Phase
 - 1200 RPM
 - TEFC Enclosure

Total Price for All Items Listed Above\$17,862.00

Lead Time: 3-4 Weeks

*Freight/Shipping Included

If you have any questions or concerns, please contact Nick Santangelo.

TERMS: Price is FOB factory. ~~Price does not include any freight charges.~~ Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.



This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 520-2876. If the proposal meets your approval, please sign, date, and mail/email/fax a copy back to me.

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,

VANDEVANTER ENGINEERING CO.

ACCEPTED THIS DATE: _____ **BY:** _____

Municipality: City of Salem, Missouri **TITLE:** _____

PURCHASE ORDER NO. _____

Project Name: Replacement Digester Motor OP-593075

Staff Summary Report

MEETING DATE:	4/9/2024
AGENDA ITEM:	Welcome Home
AGENDA TITLE:	Welcome Home-Rejection of bids

ACTION REQUESTED BY:	Economic Development, City Administrator
ACTION REQUESTED:	Approve homeowners request to reject bids
SUMMARY BY:	Missy Canaday

PROJECT DESCRIPTION / FACTS

In partnership with Riverways Federal Credit Union (FCU) the City of Salem submitted application to the Affordable Housing Program through the Federal Home Loan Bank of Des Moines in May of 2021.

Notification was received January 25, 2022, that the application was funded.

Effective dates of the agreement/program: February 1, 2022 through February 1, 2025.

Bid Specifications for Home Rehabilitation work were prepared by Chuck Cantrell with MRPC. The FHLB grant agreement required a HUD Certified building inspector for the project and we have a contract with MRPC to use Mr. Cantrell's services for this program.

Total Development Cost per home - \$25,000 (\$20,000 AHP Grant + \$5,000 Owner funds)

Owner has reviewed both bids received. Bid from David Bullock and bid from Tri Cat Restoration. Upon review, the homeowner decided to reject both bids and requested to rebid his home at a later date.

There are 3 homes pending a re-bid and this home could be added to these.

PROCUREMENT

Request for Bids was advertised in The Salem News beginning Feb 13, 2024, and was posted on the City's website. A pre-bid walk through of the 4 homes was done on February 23, 2024. Sealed Bids were due March 8, 2024, and opened at 10 am at the MRPC office in St. James

FISCAL IMPACTS

None at this time.

SUPPORT DOCUMENTS:	Bids are listed below:
	<ul style="list-style-type: none">• David Bullock \$76,250.00• Tri Cat Restoration \$64,500.00

DEPARTMENT'S RECOMMENDED MOTION: Move to Reject the bids from David Bullock and from Tri Cat Restoration.

FEDERAL HOME LOAN BANK AHP PROGRAM
Salem, MO. James Headrick Addendum 2/23/24
REHABILITATION PROJECT

Address: 102 S. Washington, Salem, MO
INSPECTED BY: Cantrell
ALLOTTED DAYS: 30
Code: 2616

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

BID SPECIFICATIONS: All items may not be awarded.

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Front Porch: Remove existing front porch decking, joist and dispose of. Install new treated band boards and sill plates. . Install new treated 2x10 joist 16" o/c. Install 5 1/4 or 2x6 treated decking, held tight and secured with screws per manufactures spec. New floor will set the same height as what was removed at each doorway. Install new 4x4 post wrapped with wood. Build wall to match existing that was removed and paint.	\$12,000.00				\$12,000.00
Sidewalk replacement: Remove existing sidewalk and steps at porch to street and around to side patio. Replace following the following spec. Form with 8" thicken edge along the outside. New walk will be 3' wide. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi. Install handrails on steps per the following: Install metal handrails on both sides of steps to street and on the driveway side of steps off porch to City Code.	\$15,000.00				\$15,000.00
Insulation: In attic install a blown cellulose to an R-38 approx. 12" deep.	\$6,750.00				\$6,750.00

Drainage: Patio, saw cut approximately 2 ft from house wall concrete and remove. Dig down approximately 24" and install 3" pvc pipe running with slope to drain into French drain that is installed along the rear of the unit. Install a surface catch basin from the left corner of the entry door to the outside of the unit at the French drain. Repour concrete where removed sloped to drain and smooth finish. From the South corner of the patio to the North corner of the unit along the rear install a French drain. Ditch will be 18 to 24" deep sloped to the corner of the unit. Install 4" of cleaned rock in the bottom install a perforated 3" pvc pipe the full length of the ditch. Cover with cleaned rock, so to allow water to penetrate through the rock to the pipe. Note: The AC unit will have to be moved so drain can run under the unit.

\$14,000⁰⁰

\$14,000⁰⁰

NOTE: Dig Rite and all Utility locate is the contractors

Electrical: Install a new weather head and mast to City Code. Install GFCI's to all exterior outlets.

\$2,000⁰⁰

\$2,000⁰⁰

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.

\$500⁰⁰

\$500⁰⁰

Siding: Install fan fold to manufacturer's spec. Install vinyl siding complete with all accessories to manufacturer's spec. Siding will be a minimum of 44 mil thick. Owner will chose style and color.

\$14,000⁰⁰

\$14,000⁰⁰

Roof: Remove existing shingles and dispose of. Repair/replace any rot damage. Install 25 yr architectural shingle to manufactures spec. Owner will chose color. Install all new roof vents and boots. Install shingle over roof cap with sheathing removed per manufactures spec for vent. Install metal roof edge. Landfill receipts must be given to the inspector.

\$12,000⁰⁰

\$12,000⁰⁰

Tree Removal: Remove marked tree, grind stump below grade. Remove all debris.

NA

NA

ALL QUANTITIES AND MEASUREMENTS ARE APROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: seventy six thousand two hundred fifty dollars

Contractor Name: David Bullock

Company Name: _____

Total Bid Amount: \$76,250⁰⁰

Mailing Address: 116494 Co Rd 1090 St. James MO 65559

Phone Number: (573) 368-6759

Fax Number: _____

Email Address: bullockservices1@gmail.com

Delivery Date: 05/15/24

FEDERAL HOME LOAN BANK AHP PROGRAM
Salem, MO. James Headrick Addendum 2/23/24
REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint
BIDS MUST BE ON THIS BID SHEET!!!!

Address: 102 S. Washington, Salem, MO
INSPECTED BY: Cantrell
ALLOTTED DAYS: 30
Code: 2616

BID SPECIFICATIONS: All items may not be awarded.

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Front Porch: Remove existing front porch decking, joist and dispose of. Install new treated band boards and sill plates. . Install new treated 2x10 joist 16" o/c. Install 5 1/4 or 2x6 treated decking, held tight and secured with screws per manufactures spec. New floor will set the same height as what was removed at each doorway. Install new 4x4 post wrapped with wood. Build wall to match existing that was removed and paint.					\$7,000
Sidewalk replacement: Remove existing sidewalk and steps at porch to street and around to side patio. Replace following the following spec. Form with 8" thicken edge along the outside. New walk will be 3' wide. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi. Install handrails on steps per the following: Install metal handrails on both sides of steps to street and on the driveway side of steps off porch to City Code.					\$8,000
Insulation: In attic install a blown cellulose to an R-38 approx. 12" deep.					\$5,500

PHILIPS COUNTY PHA
ST. JAMES, MO
MAR - 5 2024
RECEIVED

Drainage: Patio, saw cut approximately 2 ft from house wall concrete and remove. Dig down approximately 24" and install 3" pvc pipe running with slope to drain into French drain that is installed along the rear of the unit. Install a surface catch basin from the left corner of the entry door to the outside of the unit at the French drain. Repour concrete where removed sloped to drain and smooth finish. From the South corner of the patio to the North corner of the unit along the rear install a French drain. Ditch will be 18 to 24" deep sloped to the corner of the unit. Install 4" of cleaned rock in the bottom install a perforated 3" pvc pipe the full length of the ditch. Cover with cleaned rock, so to allow water to penetrate through the rock to the pipe. Note: The AC unit will have to be moved so drain can run under the unit.					\$11,000
NOTE: Dig Rite and all Utility locate is the contractors.					
Electrical: Install a new weather head and mast to City Code. Install GFCI's to all exterior outlets.					\$3,500
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					
Siding: Install fan fold to manufacturer's spec. Install vinyl siding complete with all accessories to manufacturer's spec. Siding will be a minimum of 44 mil thick. Owner will chose style and color.					\$16,000
Roof: Remove existing shingles and dispose of. Repair/replace any rot damage. Install 25 yr architectural shingle to manufactures spec. Owner will chose color. Install all new roof vents and boots. Install shingle over roof cap with sheathing removed per manufactures spec for vent. Install metal roof edge. Landfill receipts must be given to the inspector.					\$13,500
Tree Removal: Remove marked tree, grind stump below grade. Remove all debris.					\$1400

ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: SIXTY FIVE THOUSAND NINE HUNDRED

Contractor Name: JEFF GLASS

Company Name: TR CAT RESTORATION

Mailing Address: 905 W SCENIC RIVERS BLVD SALEM

Phone Number: 951-719-5256

Fax Number:

Email Address: TRCATRESTORATION@GMAIL.COM

Delivery Date: 3/25/24

Total Bid Amount: \$65,900

64,500

Staff Summary Report

MEETING DATE:	April 9, 2024
AGENDA ITEM:	Bids and Proposals
AGENDA TITLE:	TAP Grant Bid Rejection

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Rejection of Bid
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

In January 2021, the board approved an agreement for Transportation Enhancement Funds for the Downtown Project which includes replacing sidewalks to make them ADA compliant. The demolition of the current sidewalks and concrete will destroy the support and bases for the existing street lighting and therefore replacement of the light poles and fixtures and undergrounding the electrical lines are included in the overall project. The project scope is for the south side of 4th Street between Iron and Main Streets, and both sides of 4th Street between Main and Washington Streets. The only heated sidewalks included in the project are replacement of existing systems, no new systems will be installed.

At the last Aldermen meeting on March 26, 2024, the Board approved the Bid from Donald Maggi Inc in the amount of \$496,692.04. It has since come to light that the RFB was not properly advertised, and we now need to re-bid this project.

The advertisement is in today's paper, April 9, 2024, and will run again in the April 23, 2024, paper with bids closing on Thursday, May 2.

PROCUREMENT

The new advertisement is in today's paper, April 9, 2024, and will run again in the April 23, 2024, paper with bids closing on Thursday, May 2.

This is also posted on the City's website.

FISCAL IMPACTS

None at this time.

SUPPORT DOCUMENTS:	Bid from Donald Maggi Inc.
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DEPARTMENT'S RECOMMENDED MOTION:	Move rejection of the bid from Donald Maggi Inc in the amount of \$496,692.04.
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TAP 9901 (520)

City of Salem
400 North Iron St. Salem, MO 65560

REQUEST FOR BID

BID OF

MoDOT Vendor Number 0010222

Bidder Name Donald Maggi Inc

Bidder Address P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

FOR
CONSTRUCTING OR IMPROVING
Downtown Sidewalk Improvements

City of Salem
Dent County, MO

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to the City of Salem. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to the City of Salem at 573-729-4811. Project specific questions can be directed to Archer-Elgin Engineering at 573-364-6362.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Salem at 573-729-4811 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Salem, 400 N. Iron Street Salem, MO 65560, for the proposed work will be received by the City of Salem until 1:30 p.m. (prevailing local time) on January 4, 2024, at the office of the City of Salem, 400 N. Iron Street Salem, MO 65560, and at that time will be publicly opened. Bids should be delivered to: 400 N. Iron Street Salem, MO 65560.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Construction of ADA accessible sidewalks, crosswalks and street lighting.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2023 Edition" and "Missouri Standard Plans for Highway Construction, 2023 Edition", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Salem", and the term "Engineer" is a reference to the Engineer of Record from Archer-Elgin Engineering.

The contracting authority for this contract is City of Salem.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 150 days
Completion Date: 9/13/2024

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) 21072113 – Salem Sidewalk Improvements 00110-4 Bidder Checklist

Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Donald Maggi Inc, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 14th day of February 2024.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

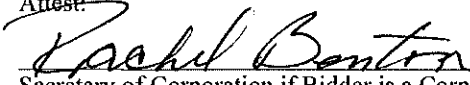


Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.


Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Dennis Spurgeon, Vice President
Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications".

(16) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS**: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION**: City of Salem a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

00400 BID FORM
DOWNTOWN SIDEWALK IMPROVEMENTS
for
CITY OF SALEM, MISSOURI

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1
No. _____
No. _____

Dated: February 13th, 2024
Dated: _____
Dated: _____

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Item of Material or Equipment	Manufacturers	Supplier/Subcontractor
Concrete		Donald Maggi Inc
Pavement Marking/Painting		ATK Safety
Electric Service Main Panelboard		Koch Electric Inc.
Lighting System Control Panel		Koch Electric Inc.
Electric Distribution Equipment		Koch Electric Inc.
Electric Pullboxes		Koch Electric Inc.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

SCHEDULE OF PRICES

Base Bid – Sidewalk Improvements

Item No.	Item Description	Est. Qty.	Unit	Unit Price \$	Extension Figure \$
1	Type 1 Sidewalk, 6' Wide, 4" Thick	751	LF	79.68	59,839.68
2	Curbed Sidewalk, 6' Wide, 4" Thick	239	LF	100.50	24,019.50
3	Concrete Paving, 4" Thick	429	SY	92.50	39,682.50
4	Detectable Warning Device	12	EA	585.00	7,020.00
5	Curb & Gutter	967	LF	35.00	33,845.00
6	Brick Infill	808	LF	28.90	23,351.20
7	4" Wide x 9' x 20' Parallel Parking Stripes	286	LF	9.60	2,745.60
8	4" Wide x 9' x 18' Angled Parking Stripes	324	LF	9.60	3,110.40
9	4" Wide x 8' x 18' Angled Parking Stripes	139	LF	10.20	1,417.80
10	ADA Symbol	1	EA	250.00	250.00
11	W11-2 Regulatory Signs	8	EA	375.00	3,000.00
12	W16-7P Regulatory Signs	8	EA	375.00	3,000.00
13	R1-1 Stop Signs	2	EA	250.00	500.00
14	ADA Sign	1	EA	250.00	250.00
15	Hwy 19 Sign	1	EA	250.00	250.00

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
16	Information Sign	1	EA	2,000.00	2,000.00
17	ADA Concrete Paving, 6" Thick	29	SY	95.00	2,755.00
18	Heated Sidewalk, 4" Thick	58	SY	90.00	5,220.00
19	Demo Building Apron	751	LF	8.60	6,458.60
20	6" Wide, White Crosswalk Striping	296	LF	9.60	2,841.60
21	White Midblock Crosswalk Striping	62	LF	52.80	3,273.60
22	Precast Concrete Inlet	2	EA	3000.00	6,000.00
23	Precast Metal Grate & Frame	2	EA	650.00	1,300.00
24	12" HDPE Storm Pipe	22	LF	68.00	1,496.00
25	Traffic Control	1	LS	5000.00	5000.00
26	Demo Sidewalk, Curb & Asphalt	826	LF	35.00	28,910.00
27	Demo Brick Planter	5	EA	250.00	1,250.00
28	Demo Brick Trash Can	6	EA	150.00	900.00
29	Demo Light Poles	7	EA	350.00	2,450.00
30	Demo Crosswalk Striping	738	LF	12.20	9,003.50
31	Demo Parking Striping	400	LF	12.20	4,880.00
32	Demo Sign	1	EA	750.00	750.00
33	Lighting Systems' Electric Service Equipment, Power Source Assembly, and Underground Service Systems, per Plans and Specifications E-106.	1	LS	17,250.00	17,250.00
34	Lighting Underground Electric Control Station Cabinet Installations, per Plans and Specifications E-106.	1	EA	5,750.00	5,750.00
35	Street Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	28.37	33,504.97
36	Pole Mounted Receptacle Branch Circuit, per Plans and Specifications E-106.	1,181	LF	46.42	54,822.02
37	Pole Mounted Christmas Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	28.37	33,504.97
38	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 2 materials).	2	EA	1,897.50	3,795.00

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
39	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 1 materials).	11	EA	<u>1,495.00</u>	<u>16,445.00</u>
40	New Roadway Lighting Structure Assembly, to include, Single 75 Watt LED Fixture, K806, on 6 ft aluminum arm and at 20 ft Mounting Height.	4	EA	<u>4,370.00</u>	<u>17,480.00</u>
41	New Pedestrian (Sidewalk) Lighting Structure Assembly along 4th Street to include, Single 60 Watt LED Fixture, K118, at 12 ft Mounting Height.	7	EA	<u>3,910.00</u>	<u>27,370.00</u>

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Four hundred ninety six thousand six hundred ninety two dollars and four cents	Dollars & no/cents	<u>\$496,692.04</u>
(Words)		(Figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at Rolla MO 65402 this 16th day of February, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

INDIVIDUAL/PARTNERSHIP: _____ Doing Business As
Signature and Title

Name of Firm/Partnership

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION: Donald Maggi Inc
Name of Corporation

By [Signature] Vice President
Signature & Title

ATTEST: [Signature] (CORPORATE SEAL)

Business Address of Bidder: P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

Telephone No. 573-364-7733

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Susan Hajjar, Villages FL

Secretary Rachel Benton, Rolla MO

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Donald Maggi Inc.

P.O. Box 66

Rolla, MO 65402

OWNER:

(Name, legal status and address)

City of Salem

400 N Iron St

Salem, MO 65560

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Downtown Sidewalk Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

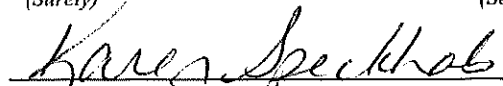
Signed and sealed this 14th day of February, 2024


(Witness)


Donald Maggi Inc.
(Principal) (Seal)


(Title)


(Witness)

The Ohio Casualty Insurance Company
(Surety) (Seal)

(Title)
Karen Speckhals, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204889-969033**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi L. Bullock; Christine M. Wolfe; Christopher J. O'Hagan; Cindy Rohr; Don K. Ardolino; Gregory L. Stanley; Joel Karsten; Karen Speckhals; Kimberly A. Connell; Linda C. Morgan; Michael T. Reedy; Michelle Wilson; Theresa A. Hunziker; Trudy Whitrock

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

00420 DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is «DBE»% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

 4 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Placed Public Notice Ad in The St Louis American and the Kansas City Globe

Sent 1st and 2nd Notices to vendors listed on the MRCC Directory

Followed up with emails, phone calls and sent plans when requested.

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DentPrime Contractor: Donald Maggi IncContract Amount: \$496,692.04

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Construction Anchors Inc. Address: 13900 E 350 Highway, Kansas City MO 64138

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
4	\$3,672.00	60%	\$2,203.20	.44%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$2,203.20				Total % .44		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

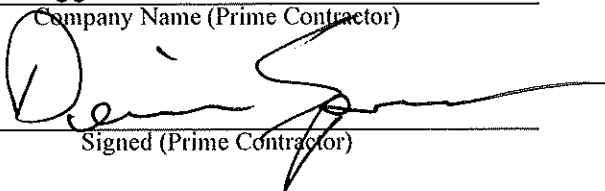
Respectfully submitted:

Donald Maggi Inc

Company Name (Prime Contractor)

Dennis Spurgeon, Vice President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DentPrime Contractor: Donald Maggi IncContract Amount: \$496,692.00

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: ATK Safety Address: 6352 Cedar Springs Rd Cedar Hill, MO 63016

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
Mob	\$3,000.00	100%	\$3,000.00	.60%	-	+
7	\$2,288.00	100%	\$2,288.00	.46%	-	+
8	\$2,592.00	100%	\$2,592.00	.52%	-	+
9	\$1,181.50	100%	\$1,181.50	.24%	-	+
10	\$250.00	100%	\$250.00	.05%	-	+
20	\$2,368.00	100%	\$2,368.00	.48%	-	+
21	\$2,728.00	100%	\$2,728.00	.55%	-	+
30	\$7,822.80	100%	\$7,822.80	1.57%	-	+
31	\$4,240.00	100%	\$4,240.00	.85%	-	+
DBE Total:				\$26,470.30	Total %	5.33%

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

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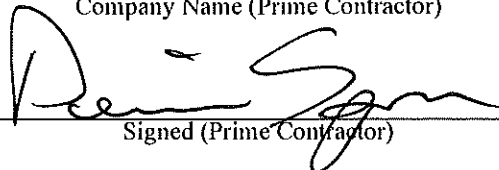
Respectfully submitted:

Donald Maggi Inc

Company Name (Prime Contractor)

Dennis Spurgeon, Vice President

Name / Title



Signed (Prime Contractor)

STATE OF MISSOURI)
) ss
COUNTY OF Phelps)

As used in this Affidavit, the following terms shall have the following meanings:

Any person performing work or service of any kind or character for hire within the State of Missouri

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Dennis Spurgeon,
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Dennis Spurgeon and I am currently the President of Donald Maggi Inc, (hereinafter "Contractor"), whose business address is PO Box 66, Rolla MO 65402, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Salem, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Dated at Rolla MO 65402 this 16th day of February, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As

By _____
Name of Firm
Signature and Title

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP: _____

By _____
Name of Partnership
Signature and Title

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Donald Maggi Inc

By [Signature] _____
Name of Corporation
Signature & Title Vice President

ATTEST: [Signature] (CORPORATE SEAL)

Business Address of Bidder: P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

Telephone No. 573-364-7733

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Susan Hajjar, Villages FL

Secretary Rachel Benton, Rolla MO



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Donald Maggi Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 753038

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 753038

Approved by:

Employer Donald Maggi Inc.	
Name (Please Type or Print) Eyrte L Rachel	Title
Signature Electronically Signed	Date 02/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2014



Company ID Number: 753038

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Donald Maggi Inc.
Company Facility Address	13104 S US Hwy 63 Rolla, MO 65401
Company Alternate Address	P.O. Box 66 Rolla, MO 65402
County or Parish	PHELPS
Employer Identification Number	430819630
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 753038



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1



Company ID Number: 753038

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Benton L Rachel
Phone Number	5733647733
Fax	
Email	donmaqqi@fidnet.com



Company ID Number: 753038



This list represents the first 20 Program Administrators listed for this company.

Staff Summary Report

MEETING DATE: 04/09/2024

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Stacey Houston / Sally Burbridge

ACTION REQUESTED: Sewerage System Revenue Bond Ordinance (Series 2024)

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

The City of Salem has been working with the Missouri Department of Natural Resources (MDNR) to develop a reasonable and affordable solution to meet the new Total Maximum Daily Load (TMDL) levels set by the Environmental Protection Agency (EPA).

Phase 1 sewer upgrades were completed in 2017-2018 and we are now at the point where we must start Phase 2 of the sewer upgrades. The total cost of the Phase 2 sewer upgrades is estimated to cost \$9.5 million and are broken out between phase 2a and phase 2b. In November 2022, the City of Salem was awarded MDNR ARPA Grant of \$5,000,000 to complete phase 2a upgrades.

To pay for phase 2b upgrades, a special bond election was held in the City on April 4, 2023 (the "2023 Election"), on the question whether to issue its sewerage system revenue bonds in the principal amount of \$4,630,000 for the purpose of extending and improving the City's System. A majority vote had voted in favor of the issuance of said revenue bonds.

The city applied for MDNR State Revolving Fund (SRF) to finance these bonds. The SRF is a subsidized low interest loan program where bonds are purchased and resold nationally by the Environmental Improvement & Energy Resources Authority (EI ERA).

Our Engineer is in the design phase of the project and the design work for both Phase 2a and Phase 2b will occur simultaneously. Therefore, we are now being billed for the design work of phase 2b of the project. There are no extra reserves in the Sewer fund to pull these funds from so we need to apply for short-term financing that will be considered an eligible expense that can be refinanced and rolled into the SRF bond once it closes later this year or early next year.

On March 12, 2024, the City solicited a Request for Terms for a Tax-Exempt, bank qualified fixed rate bond in the amount of \$400,000. On March 26, 2024, the board approved Town & Country Bank to purchase these bonds with installments of interest on these bonds to be payable semi-annually at an interest rate of 3.89%.

The attached bond ordinance is authorizing the Mayor to enter into a Bond Purchase Agreement between the City of Salem and Town & Country Bank.

PROCUREMENT

Requests for Terms were sent to all local banks and published in the Salem News on March 12.

FISCAL IMPACTS

Bond amount \$400,000:

(Project Fund \$377,000, Bond Council \$7,000, Financial Advisor \$16,000)

Payment due 7/1/2024 \$3,155.22

1/1/2025 \$7,780.00

7/1/2025 \$7,780.00 (we anticipate refinancing into the SRF loan by this time)

Payments would come out of the Sewer Fund.

SUPPORT DOCUMENTS:

- Bond Ordinance
- Bond Purchase Agreement between the City and Town & Country Bank, as purchaser of the Series 2024 Bond
- Federal Tax Certificate

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the bond purchase agreement between the City of Salem and Town & County Bank.

ORDINANCE NO. [_____]

OF THE

CITY OF SALEM, MISSOURI

PASSED APRIL 9, 2024

AUTHORIZING A

\$400,000

**SEWERAGE SYSTEM REVENUE BOND
SERIES 2024**

ORDINANCE

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWERAGE SYSTEM REVENUE BOND, SERIES 2024, OF THE CITY OF SALEM, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BOND AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Salem, Missouri (the “**City**”), is a city of the fourth class and political subdivision duly organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250, RSMo (the “**Act**”), now owns and operates a revenue producing sewerage system serving the City and its inhabitants and others within its service area (the “**System**,” as hereinafter more fully defined); and

WHEREAS, the City has no bonds or other obligations outstanding payable from the Net Revenues (as hereinafter more fully defined) of the System;

WHEREAS, the City is authorized under the provisions of the Act to issue and sell revenue bonds for the purpose of providing funds for purchasing, constructing, extending and improving the System upon obtaining the required voter approval and provided that the principal of and interest on such revenue bonds shall be payable solely from the income and revenues derived from the ownership and operation of the System; and

WHEREAS, pursuant to such authority, a special bond election was duly held in the City on April 4, 2023 (the “**2023 Election**”), on the question whether to issue its sewerage system revenue bonds in the principal amount of \$4,630,000 for the purpose of extending and improving the City’s System, including acquiring land and rights of way, and it was found and determined that a simple majority of the qualified electors of the City voting on the question at the 2023 Election had voted in favor of the issuance of said revenue bonds, the vote on said question having been 369 votes for said question to 148 votes against said question; and

WHEREAS, none of the sewerage system revenue bonds so authorized at the 2023 Election have heretofore been issued and the City proposes to issue \$400,000 principal amount of the total \$4,630,000 principal amount of sewerage system revenue bonds so authorized at the 2023 Election to provide funds to pay a portion of the costs extending and improving the System, including acquiring land and rights of way as authorized by the voters at the 2023 Election (the “**Project**”); and

WHEREAS, plans and specifications for the Project and an estimate of the cost thereof have been prepared and made by a Consultant (as hereinafter defined) to the City and the same are hereby accepted and approved and are on file in the office of the City Clerk; and

WHEREAS, the City plans to refund the sewerage system revenue bond now being issued at or prior to their maturity from long-term financing for the Project and any grant or other funds that may become available; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that a sewerage system revenue bond be issued and secured in the form and manner as hereinafter provided to provide funds to provide funds to pay a portion of the costs of the Project;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“Accountant” means an independent certified public accountant or firm of certified public accountants.

“Act” means Chapter 250, RSMo.

“Average Annual Debt Service” means the average of the Debt Service Requirements as computed for the then current and all future fiscal years.

“Bond” means the Sewerage System Revenue Bond, Series 2024, of the City, in the Original Principal Amount specified in **Schedule 1** attached hereto, authorized and issued pursuant to this Ordinance.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which the principal amount of or any interest installments on the Bond are payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached hereto as **Exhibit B**.

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

“Bondowner,” “Owner” or “Registered Owner” when used with respect to the Bond means the Person in whose name the Bond is registered on the Bond Register.

“Business Day” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its regular business operations.

“City” means the City of Salem, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Consultant” means a registered municipal advisor, Accountant, or an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

“Dated Date” means the date of issuance and delivery of the Bond as specified in **Schedule 1** attached hereto.

“Debt Service Account” means the Debt Service Account for Sewerage System Revenue Bond, Series 2024, created by **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (including scheduled mandatory redemption requirements) and net interest or interest-like payments (net of any Subsidy Payments) on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent, the owner of any System Revenue Bond or a commercial bank or trust company located in the State of Missouri and having full trust powers.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations, are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's or S&P Global Ratings that is no lower than the rating category then assigned by that rating agency to United States Government Obligations.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, properly allocated share of charges for insurance, costs of post-issuance tax compliance procedures, the cost of purchased water, gas and power, if any, 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 indebtedness incurred and payable within a particular fiscal year, other obligations or indebtedness 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 operation of the System but shall exclude all general administrative expenses of the City not related to the operation of the System.

“Federal Tax Certificate” means the City's Federal Tax Certificate relating to the Bond, in substantially the form attached hereto as **Exhibit D**, as the same may be amended or supplemented in accordance with the provisions thereof.

“Interest Payment Date” means the fixed date on which installments of interest on the Bond are due and payable, as set forth in the Bond and this Ordinance.

“Maturity Date” means the date on which the principal amount of the Bond, and final installment of interest thereon, is due and payable as specified in **Schedule 1** attached to this Ordinance and in the Bond.

“Net Revenues” means all Revenues less all Expenses.

“Operation and Maintenance Account” means the account referred to by that name created by **Section 501** hereof.

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

“Original Principal Amount” means the original principal amount of the Bond authorized in **Section 201** hereof and specified in **Schedule 1** attached to this Ordinance.

“Outstanding” means, when used with reference to the Bond, as of any particular date, the Bond theretofore issued and delivered hereunder, except the following:

(a) A Bond theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) A Bond or portions of the principal amount of the Bond that have been paid or redeemed or that are deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Any Bond in exchange for or in lieu of which another Bond has been registered and delivered hereunder.

“Parity Bonds” means any bonds or other obligations hereafter issued or incurred pursuant to **Section 902** hereof and standing on a parity and equality with the Bond with respect to the payment of principal and interest out of the Net Revenues of the System.

“Parity Ordinances” means the ordinance or ordinances under which any additional Parity Bonds are hereafter issued pursuant to **Section 902** hereof.

“Paying Agent” means the party designated as Paying Agent pursuant to **Section 203** hereof and any successors and assigns.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project Fund” means the fund by that name created by **Section 501** hereof.

“Purchase Price” means the purchase price of the Bond paid by the Purchaser specified in **Schedule 1** attached hereto and the Bond Purchase Agreement.

“Purchaser” means Town & Country Bank, a Missouri state bank organized and existing under the laws of the State of Missouri, as the original purchaser and Owner of the Bond, and any surviving or resulting entity of Town & Country Bank.

“Redemption Date” when used with respect to the Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to the Bond to be redeemed means the price at which the Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest due on or before the Redemption Date.

“Revenue Fund” means the fund by that name created by **Section 501** hereof.

“Revenues” means all income and revenues derived from the ownership and operation of 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 System 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, not in the ordinary course of business, of investments or fixed or capital assets.

“Subsidy Payments” means funds received by the City that either (1) must be used, or (2) have been and are expected to continue to be used, to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to (a) payments received by the City through a federal or State of Missouri program, or (b) payments related to an interest rate swap, exchange, hedge or similar agreement.

“Surplus Account” means the account referred to by that name created by **Section 501** hereof.

“System” means the entire sewerage plant and system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“System Revenue Bonds” means, collectively, the Bond and all other revenue bonds or other obligations which are payable out of, or secured by an interest in, the Net Revenues of the System.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Ordinance Funding Corporation) or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the City’s benefit.

ARTICLE II

AUTHORIZATION OF BOND

Section 201. Authorization of Bond. There is hereby authorized and directed to be issued a sewerage system revenue bond of the City, designated “Sewerage System Revenue Bond, Series 2024” in the Original Principal Amount as set forth in **Schedule 1** attached hereto and incorporated herein for all purposes (the “**Bond**”), for the purpose of providing funds to pay for a portion of the costs of the Project and pay for costs of issuing the Bond.

Section 202. Description of Bond.

(a) The Bond shall consist of a single fully-registered bond in the Original Principal Amount, without coupons, numbered in a manner determined by the Paying Agent. The Bond, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) The Bond shall be dated as of the Dated Date, shall become due on Maturity Date in the principal amount (subject to prepayment prior to the Maturity Date as provided in **Article III** hereof), and shall bear interest at the rates per annum, all as set forth in **Schedule 1** hereto.

(c) The Bond shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date of the Bond or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable in semi-annual installments on January 1 and July 1 (each a an “**Interest Payment Date**”), commencing on July 1, 2024, as further specified in **Schedule 1** hereto.

Section 203. Designation of Paying Agent.

(a) The City Administrator is hereby designated as the City’s paying agent for the payment of principal of and installments of interest on the Bond and bond registrar with respect to the registration, transfer and exchange of the Bond (herein called the “**Paying Agent**”); provided, however, that upon the request of the Registered Owner, the City shall by ordinance authorize a bank or trust company meeting the requirements of this Section to act as paying agent and bond registrar for the Bond.

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the party then performing such function a certified copy of the proceedings giving notice of the termination of such party and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to the Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City (if the City Administrator is no longer the Paying Agent) and the Bondowner not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until (i) a successor has been appointed and has accepted the duties of the Paying Agent and (ii) such successor has been approved by the Registered Owner of the Bond.

(c) Every Paying Agent appointed hereunder shall at all times be either (1) the City Administrator or other financial officer of the City or (2) a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the United States

of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid by the City the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

Section 204. Method and Place of Payment of the Bond.

(a) The principal amount or Redemption Price and interest installments on the Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal amount or Redemption Price of and interest installments on the Bond shall be paid to the Registered Owner of such Bond as shown on the Bond Register on the Bond Payment Date on which payment is due by (1) check or draft mailed to the Registered Owner at the address shown on the Bond Register, or (2) at the written request of the Registered Owner of the Bond addressed to the Paying Agent, by electronic transfer in immediately available funds to a bank located in the continental United States, for credit to the ABA routing number and account name and number, filed with the Paying Agent no later than five (5) Business Days preceding the applicable Bond Payment Date with an acknowledgement that a wire transfer fee may be applicable.

(c) The Paying Agent and Registered Owner shall maintain on their records a complete account of all payments of the principal amount or Redemption Price of and interest installments on the Bond. Absent manifest error, the Registered Owner's records shall be definitive as to the amount of the Outstanding unpaid principal amount of and interest installments on the Bond. On or about the fifteenth (15th) day of the month immediately preceding a Bond Payment Date, the Registered Owner, shall provide the Paying Agent and the City notice of the amount of the principal of and installment of interest on the Bond that is scheduled to become due on such Bond Payment Date.

Section 205. Registration, Transfer and Exchange of the Bond.

(a) The City covenants that, as long as any portion of the Bond remains Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of the Bond as herein provided.

(b) The Bond may be transferred and exchanged only on the Bond Register as provided in this Section, subject to the following limitations:

(1) the Bond may be transferred only in whole, and any Bond issued in exchange therefor shall be in the full amount of the Outstanding and unpaid principal amount of the Bond; and

(2) the Bond shall only be sold and transferred to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended, (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a trust, securitization or custodial arrangement in which all of the beneficial ownership interests would be owned by one or more other "qualified institutional buyers" or "accredited investors"; and

(3) if the transferee is not an affiliate entity of Town & Country Bank, as the original Purchaser and Bondowner, there shall have been delivered to the Paying Agent and the City a transferee representations letter, in substantially the form attached hereto as **Exhibit C** hereto, with only such material variations from the form as are evidenced in writing to be acceptable to the Paying Agent and the City.

(c) Upon surrender of the Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond in the principal amount of the Outstanding and unpaid principal of the Bond that was presented for transfer or exchange. A Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(d) In all cases in which the privilege of transferring or exchanging the Bond is exercised, the Paying Agent shall authenticate and deliver a Bond in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of the Bond provided for by this Ordinance. Any additional costs or fees that might be incurred in connection with the transfer and exchange, other than fees of the Paying Agent, are the responsibility of the Registered Owner of the Bond. If a commercial banking association or corporation or trust company is acting as the Paying Agent pursuant to **Section 203** hereof, in the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, then the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, the charge may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bond, but only if the Registered Owner fails to provide a current taxpayer identification number to the Paying Agent.

(e) The City and the Paying Agent shall not be required to register the transfer or exchange of the Bond after notice calling such Bond or a portion of the principal amount of the Bond for redemption has been given pursuant to **Section 303** hereof or during the period of five (5) days next preceding the first mailing of such notice of redemption.

(f) The City and the Paying Agent may deem and treat the Person in whose name the Bond is registered on the Bond Register as the absolute owner of such Bond, whether payments on such Bond are overdue or not, for the purpose of receiving payment of, or on account of, the principal amount or Redemption Price of and interest installments on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(g) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owner (or a designated representative thereof) of the Bond or any designated representative of such Registered Owner to be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of the Bond.

(a) The Bond, including a Bond issued in exchange or as substitution for the Bond initially delivered, shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk or Assistant City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on the Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. The Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk or Assistant City Clerk are hereby authorized and directed to prepare and execute the Bond as herein specified, and when duly executed, to deliver the Bond to the Paying Agent for authentication.

(c) The Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by (1) the City Administrator or (2) if a bank or trust company is serving as Paying Agent pursuant to **Section 203** hereof, an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on any Bond that may be issued in exchange for the original Bond issued pursuant to **Section 205** hereof. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bond to or upon the order of the Purchaser upon payment of the Purchase Price specified in **Schedule 1** hereto and in the Bond Purchase Agreement.

Section 207. Mutilated, Destroyed, Lost and Stolen Bond.

(a) If (1) a mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of the Bond, and (2) there is delivered to the City and Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the City and the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Maturity Date and of like tenor and principal amount.

(b) If the principal amount of such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of a new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Ordinance.

Section 208. Cancellation and Destruction of Bond Upon Payment. When the Bond has been paid or redeemed or otherwise have been surrendered to the Paying Agent, either at or before the Maturity Date, it shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent.

Section 209. Sale of Bond. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached hereto as **Exhibit B**, under which the City agrees to sell the Bond to the Purchaser at the Purchase Price specified in **Schedule 1** hereto and in the Bond Purchase Agreement and upon the terms and conditions set forth in the Bond Purchase Agreement, with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Bond Purchase Agreement for and on the City's behalf, such officer's signature thereon being conclusive evidence of his or her approval thereof.

ARTICLE III

REDEMPTION OF BOND

Section 301. Optional Redemption of the Bond. At the option of the City, the Bond, or portions of the principal amount of the Bond, may be called for redemption and payment prior to the Maturity Date of the Bond, in whole or in part, on the dates and in the amounts specified in **Schedule 1** hereto.

Section 302. Instructions to Redeem the Bond.

(a) The Paying Agent shall call the Bond for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least **15 days** prior to the Redemption Date of written instructions from the City specifying the principal amount or portion of the principal amount, the Redemption Date and the Redemption Price of the Bond or portion of the principal amount of the Bond to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) Portions of the principal amount of the Bond shall be redeemed only in the amount of \$0.01 or any integral multiple thereof.

(c) If less than all of the then Outstanding principal amount of the Bond is called for redemption, then, upon notice of the City's intention to redeem a portion of the principal amount of the Bond, the Registered Owner of the Bond or the Registered Owner's duly authorized agent may, at the Registered Owner's option, present and surrender the Bond to the Paying Agent for exchange, without charge to the Registered Owner thereof, for a new Bond in a principal amount equal to the unredeemed portion of the principal amount of the Bond, which will also be reflected on **Schedule A** of the new Bond. If the Registered Owner of the Bond fails to present the Bond to the Paying Agent for payment and exchange as aforesaid, the Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the portion of the principal amount of the Bond called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by the Registered Owner of the Bond, written notice of any redemption of all or any portion of the principal amount of such Bond shall be given by the City, or the Paying Agent on behalf of the City, at least 10 days prior to the Redemption Date, to the Registered Owner of the Bond at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than the entire Outstanding principal amount of the Bond is to be redeemed, the portion of the Outstanding principal amount of the Bond to be redeemed;

(4) a statement that, on the Redemption Date, the Redemption Price will become due and payable upon the Bond or portion of the principal amount thereof called for redemption and that interest installments on such Bond or portion of the principal amount thereof shall cease to accrue from and after the Redemption Date; and

(5) if the Bond is to be fully redeemed and retired, the place where such Bond may be surrendered for payment of the Redemption Price, which shall be the office of the Paying Agent.

(c) On or prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of the Bond or portion of the principal amount of the Bond that is to be redeemed on the Redemption Date.

(d) Official notice of redemption having been given as aforesaid, the Bond or the portion of the principal amount of the Bond to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bond or portion of the principal amount of the Bond shall cease to bear interest. Upon surrender of the Bond for redemption in accordance with such notice, the Redemption Price of such Bond shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the principal amount of the Bond, there shall, if requested by the Registered Owner thereof, be prepared for the Registered Owner a new Bond in the principal amount equal to the unredeemed portion of the principal amount of the Bond, paying the unpaid installments of interest on the Bond. A Bond that has been redeemed or replaced shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of the Registered Owner of the Bond to receive notice given as provided in this Section, or any immaterial defect therein, will not affect the validity of any proceedings for the redemption of the Bond. Any notice mailed will be conclusively presumed to have been duly given and will become effective upon mailing, whether or not the Registered Owner receives the notice.

ARTICLE IV

SECURITY FOR THE BOND

Section 401. Security for the Bond.

(a) The Bond shall be a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the City hereby pledges said Net Revenues to the payment of the principal amount of and interest installments 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, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bond, either as to the principal amount or interest installments.

(b) The covenants and agreements of the City contained herein and in the Bond shall be for the benefit, protection and security of the Owner of the Bond. The Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds. The Bond shall not have any priority with respect to the payment of the principal amount or interest installments from said Net Revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Bond.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Establishment and Acknowledgement of Funds and Accounts.

(a) There are hereby created and ordered to be established and maintained in the treasury of the City the following separate funds and accounts to be known respectively as the:

- (1) Sewerage System 2024 Project Fund (the **“Project Fund”**).
- (2) Sewerage System Revenue Fund (the **“Revenue Fund”**).
- (3) Sewerage System Operation and Maintenance Account (the **“Operation and Maintenance Account”**).
- (4) Debt Service Account for Sewerage System Revenue Bond, Series 2024 (the **“Debt Service Account”**).
- (5) Sewerage System Surplus Account (the **“Surplus Account”**).

(b) The funds and accounts referred to in subsections (a)(1) through (a)(5) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in

the Act and in this Ordinance so long as the Bond remains outstanding within the meaning of this Ordinance.

Section 502. Deposit of Bond Proceeds. The Purchase Price received from the sale of the Bond shall be deposited simultaneously with the delivery of the Bond as specified in **Schedule 1** attached hereto.

Section 503. Application of Moneys in the Project Fund.

(a) Moneys in the Project Fund shall be used solely for the purpose of (1) paying the cost of the Project as hereinbefore provided, including design and engineering costs and the costs of acquiring land and rights-of-way, in accordance with the plans and specifications therefor prepared by the City's Consultant for the Project, as heretofore approved by the Board of Aldermen of the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Board of Aldermen of the City, and (2) paying costs and expenses incident to the issuance of the Bond.

(b) Withdrawals from the Project Fund shall be made only when authorized by the Board of Aldermen.

(c) Upon completion of the Project as hereinbefore provided, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Account and applied to the payment of the next installment of interest due on the Bond that is payable from the Debt Service Account.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bond, and continuing as long as any portion of the Bond remains Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided in this Ordinance. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 602. Application of Moneys in Funds and Accounts. The City covenants and agrees that from and after the delivery of the Bond and continuing so long as any portion of the Bond shall remain Outstanding, it will on the first day of each month, administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance Account.** There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated Expenses during the ensuing month. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the City solely for the purpose of paying the Expenses of the System.

(b) Debt Service Account. There shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest installments on and the principal amount of the Bond, the following sums:

(1) Beginning with the first of said deposits and continuing on the first day of each month thereafter to and including June 1, 2024, an equal pro rata portion of the amount of the installment of interest becoming due on the Bond on July 1, 2024 (the first Interest Payment Date), and thereafter, beginning on July 1, 2024, and continuing on the first day of each month thereafter so long as any portion of the Bond shall remain Outstanding and unpaid, an amount not less than 1/6 of the installment of interest that will become due on the Bond on the next succeeding Interest Payment Date; and

(2) To the extent the principal amount of the Bond is not redeemed prior to the Maturity Date with proceeds of sewerage system revenue bonds issued by the City to refund the Bond, beginning on July 1, 2025, and continuing on the first day of each month thereafter so long as any portion of the Bond shall remain outstanding and unpaid, an amount of not less than 1/6 of the principal amount that will become due on the Bond on the Maturity Date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be so paid at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any Subsidy Payments received by the City and applied to debt service or amounts deposited in the Debt Service Account as unused proceeds after completion of the Project in accordance with **Section 503** hereof shall be credited against the City's payment obligations as set forth in this subsection **(b)** of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt service accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service accounts.

All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the interest installments on and the principal amount of the Bond as and when the same become due on each Bond Payment Date.

(c) Surplus Account. After all payments and credits required at the time to be made under the provisions of the foregoing paragraphs of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account may be expended and used for the following purposes as determined by the Board of Aldermen of the City:

(1) Paying Expenses of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of subsection **(a)** of this Section;

(2) Making unusual or extraordinary replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof, including replacing or repairing portions of the System or major items of any plant or equipment which either have been fully depreciated and are worn out or have become obsolete, inefficient or uneconomical;

(3) Paying the cost of extending, enlarging or improving the System;

(4) Preventing default in, anticipating payments into or increasing the amounts in the debt service accounts or debt service reserve accounts, as may be applicable, for System Revenue Bonds or any additional accounts, or any one of them, said payments made to prevent default to be made in the order prescribed in this **Section 602** of this Ordinance or in the applicable sections of ordinances authorizing additional System Revenue Bonds hereafter issued, 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 additional System Revenue Bonds;

(5) Calling, redeeming and paying prior to the Maturity Date, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bond or any other System Revenue Bonds, including principal, interest and redemption premium, if any; or

(6) Any other lawful purpose in connection with the operation of the System and benefitting the System.

So long as any portion of the Bond remains Outstanding and unpaid, no Revenues shall be diverted to the general governmental or municipal functions of the City.

(d) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received, such payments and credits being made and applied in the order hereinbefore specified in this Section.

(e) ***No Debt Service Reserve Payment.*** The City shall not be required under the provisions of this Ordinance to fund any debt service reserve account with respect to the Bond.

Section 603. Transfer of Funds to Paying Agent. The City Administrator or other authorized officer or employee of the City is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either the principal amount of or interest installments on the Bond, from the Surplus Account as provided in **Section 602** hereof, sums sufficient to pay the principal amount of and interest installments on the Bond as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owner of the Bond is no longer entitled to enforce payment of its obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City as provided in **Section 605** hereof. All moneys

deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal amount or Redemption Price of or interest installments on the Bond need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 605. Nonpresentment of Bond. If the Bond is not presented for payment when the principal amount thereof becomes due on the Maturity Date, if funds sufficient to pay the principal amount of and interest installments on the Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of the Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If the Bond is not presented for payment within one year following the date when such Bond becomes due on the Maturity Date, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposit and Investment of Moneys.

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments. No such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of the Revenue Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Revenue Fund.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with the Registered 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 801. Corporate Existence; Efficient and Economical Operation.

(a) The City will maintain its corporate identity and existence so long as any portion of the Bond remains Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities and duties of the City and is obligated by law to comply with the terms and provisions of this Ordinance without materially adversely affecting at any time the privileges and rights of any Owner of the Bond.

(b) The City will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum utilization and most efficient operation of the System.

Section 802. Rate Covenant. The City, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Revenues sufficient, together with other moneys available or provided therefore, to (a) pay the Expenses of the System; (b) pay, if necessary, the portion of the principal amount of the Bond on the Maturity Date not provided for with proceeds received from the sale of sewerage system revenue bonds issued to refund the Bond; (c) pay interest installments due on the Bond as and when the same become due at the Maturity Date thereof or on any Interest Payment Date; and (d) provide reasonable and adequate reserves for the payment of the principal amount of the Bond and the interest installments thereon and for the protection and benefit of the System as provided in this Ordinance. The City further covenants and agrees that such rates and charges will be sufficient to enable the City to have in each fiscal year Net Revenues not less than 100% of the Debt Service Requirements for such fiscal year. 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. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance.

Section 803. 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 Revenues are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bond as and when the same become due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the City by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bond.

Section 804. Restrictions on Mortgage or Sale of System. The City will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the City will apply the proceeds to either (1) redemption of the Bond in accordance with the provisions governing repayment of the principal amount of the Bond in advance of the Maturity Date, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Revenues as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City; or

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the System. Property being leased as lessor and/or lessee pursuant to this subsection (c) shall not be treated as part of the System for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered.

Section 805. Insurance. The City will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other municipalities or public entities engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

Section 806. Books, Records and Accounts. The City will install and maintain proper books, records and accounts (separate from other books, records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the System.

Section 807. Audits and Budgets.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of the System for the preceding fiscal year by an Accountant to be employed for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such fiscal year.

(b) Within 30 days after the completion of each audit, a copy thereof shall be filed in the office of the City Clerk, and, at the written request of the Registered Owner, a copy of said audit shall be provided to the Registered Owner. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the System, the Registered Owner of the Bond, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

(c) As soon as possible after the completion of each audit, the Board of Aldermen of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance and the Act, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Purchaser or any Registered Owner of the Bond shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which such Purchaser or Registered Owner may reasonably request.

Section 809. Performance of Duties and Covenants. The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the City by the Constitution and laws of the State of Missouri and by the provisions of this Ordinance.

Section 810. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code necessary to maintain the exclusion from federal gross income of the interest on the Bond, and (2) it will comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form attached hereto as **Exhibit D**. The Mayor is hereby authorized and directed to execute the Federal Tax Certificate in a form that is approved by Bond Counsel which officer is hereby authorized and directed to execute the Federal Tax Certificate, for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof. The City will also pass such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bond will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bond pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity Date of the Bond.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The City covenants and agrees that so long as any portion of the Bond remains Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City or the System for the payment of moneys determined in accordance with generally accepted accounting principles consistently applied, including capital leases as defined by generally accepted accounting principles, payable out of the Net Revenues or any part thereof which are superior to the Bond.

Section 902. Parity Bonds and Other Obligations.

(a) The City covenants and agrees that so long as any portion of the Bond remains Outstanding, it will not issue any additional bonds or other long-term obligations payable out of the Net Revenues or any part thereof which stand on a parity or equality with the Bond (“**Parity Bonds**”) unless the following conditions are met:

(1) The City shall not be in default in the payment of installments of interest on or the principal amount of the Bond or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(2) Either of the following:

(i) The City shall certify that the average annual Net Revenues as set forth in the two most recent annual audits for the fiscal years preceding the issuance of additional bonds shall have been equal to at least 110% of the Average Annual Debt Service for all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the Net Revenues for the two preceding audited fiscal years for the purpose of this subsection, the City may obtain an Accountant or Consultant to adjust said Net Revenues for the two preceding audited fiscal years by adding thereto, in the event the City has made any increase in rates for the use and services of the System and such increase has not been in effect during all of the two most recent audited fiscal years preceding the issuance of additional bonds, the amount, as estimated by such Accountant or a Consultant, of the additional Net Revenues which would have resulted from the operation of the System during said two preceding audited fiscal years had such rate increase been in effect for the entire period; or

(ii) The projected average annual Net Revenues for the two fiscal years immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be placed in commercial operation, as determined by a Consultant, shall be equal to at least 110% of the average of the Debt Service Requirements in all fiscal years succeeding said fiscal year in which such improvements are expected to be placed in commercial operation. In determining the projected Net Revenues for the purpose of this subsection, (A) average annual sales tax revenues appropriated to and used for the System as shown in the two most recent annual audits for fiscal years preceding the issuance of additional bonds shall be used to determine the annual sales tax revenues projected to be appropriated to and used for the

System, and (B) the Consultant may adjust said projections by adding thereto any estimated increase in Net Revenues resulting from any increase or increases in rates for the use and services of the System duly made by the City which shall be in effect for the period of such projections and which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System;

(b) Additional sewerage system revenue bonds of the City issued under the conditions set forth in this Section shall stand on a parity with the Bond and shall enjoy complete equality or lien on and claim against the Net Revenues with the Bond, and the City may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing in this Section contained shall prohibit or restrict the right of the City to issue additional sewerage system revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided at the time of the issuance of such additional sewerage system revenue bonds or obligations the City shall not be in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bond so that if at any time the City shall be in default in paying either installments of interest on or the principal amount of the Bond, or if the City shall be in default in making any payments required to be made by it under the provisions of subsections (a) and (b) of **Section 602** of this Ordinance, the City shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or for paying said obligations out of moneys in the Revenue Fund.

Section 904. Refunding Bonds. The City shall have the right, if it shall find it desirable, without complying with the provisions of **Section 902** hereof, to refund a portion of the principal amount due on the Bond under the provisions of any law then available, and the refunding sewerage system revenue bonds so issued shall enjoy complete equality of pledge with the portion of the principal amount of the Bond which is not refunded upon the Net Revenues of the System.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Acceleration of Maturity Upon Default. The City covenants and agrees that if it defaults in the payment of the principal amount of or any interest installments on the Bond as the same become due on any Bond Payment Date, or if the City or its Board of Aldermen or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 60 days after written notice specifying such default has been given to the City by the Registered Owner of the Bond, then, at any time thereafter and while such default continues, the Registered Owner of the Bond may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk,

declare the unpaid principal amount of the Bond then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, the Bond shall become and be immediately due and payable, anything in this Ordinance or in the Bond contained to the contrary notwithstanding. The Registered Owner of the Bond, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

Section 1002. Other Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner of the Bond, and the Registered Owner of the Bond shall have the right:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner of the Bond.

Section 1003. Limitation on Rights of Bondowner. The Bondowner secured hereby shall have no right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 1004. Remedies Cumulative. No remedy conferred herein upon the Bondowner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of the Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of the Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owner of the Bond shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowner shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1005. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bond.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance.

(a) When the Bond or the interest installment payments thereon have 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 interest installment payments so paid and discharged. The Bond or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent or a commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Maturity Date or Redemption Date of said Bond or interest installment payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal amount or Redemption Price of said Bond, and/or interest installments to accrue on such Bond to the Maturity Date or Redemption Date, 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 the Bond shall be redeemed prior to the Maturity Date thereof, (1) the City shall have elected to redeem such Bond, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bond in compliance with **Section 303** of this Ordinance.

(b) Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or a commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging the Bond or the interest installment payments thereon, shall be and are hereby assigned, transferred and set over to such bank or trust company in trust for the respective Registered Owner of the Bond, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with such 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 XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments.

(a) Any provision of the Bond or of this Ordinance may be amended or modified by ordinance duly passed by the Board of Aldermen of the City at any time in any respect with the written consent of the Registered Owner of the Bond.

(b) Without notice to or the consent of the Bondowner, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowner.

(c) Every amendment or modification of the provisions of the Bond or of this Ordinance, to which the written consent of the Bondowner is given shall be expressed in an ordinance passed by the Board of Aldermen of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of the Bond or a prospective purchaser or owner of the Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to the Bondowner or prospective Bondowner.

(d) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owner of the Bond. It shall not be necessary to note on the Outstanding Bond any reference to such amendment or modification.

(e) The City shall furnish to the Paying Agent a copy of any amendment to the Bond or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 1202. Notices, Consents and Other Instruments by Bondowner. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bond (except for the assignment of ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A** hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bond and the date of holding the same shall be proved by the Bond Register.

Section 1203. Patriot Act Notice. The Purchaser hereby notifies the City that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the City information includes the name and address of the City and other information that will allow the Purchaser to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Purchaser.

Section 1204. No Rating, CUSIP Number or Securities Depository. The Bond has not and is not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned a CUSIP number or registered with or made eligible for registration with any securities depository, including but not limited to the Depository Trust Company, New York, New York.

Section 1205. Further Authority. The officers of the City, including the Mayor, City Clerk and Assistant City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1206. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1207. Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri.

Section 1208. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 1209. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, stored and received by electronic means.

[Remainder of this page intentionally left blank.]

PASSED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Salem, Missouri, this 9th day of April, 2024.

APPROVED:

Name: Greg Parker
Title: Mayor

ATTEST:

Name: Wanda Suhr
Title: Assistant City Clerk

APPROVED AS TO FORM:

Name: James K. Weber
Title: City Attorney

(SEAL)

SCHEDULE 1
TO ORDINANCE

CITY OF SALEM, MISSOURI

**SEWERAGE SYSTEM REVENUE BOND
SERIES 2024**

TERMS OF THE BOND

1. **Original Principal Amount of the Bond** – (Sections 101 and 201): \$400,000.
2. **Dated Date of the Bond** – (Sections 101, 201 and 202): April 18, 2024 (which is the date of delivery and payment for the Bond).
3. **Purchase Price** – (Sections 101 and 209): The Purchase Price at which the Purchaser agrees to purchase the Bond from the City equals \$400,000.00 (equal to the Original Principal Amount of the Bond), under the terms and conditions set forth in this Ordinance and the Bond Purchase Agreement.
4. **Optional Redemption and Prepayment** – (Section 301): At the option of the City, the Bond, or portions of the principal amount of the Bond, may be called for redemption and payment prior to the Maturity Date thereof, on November 1, 2024, and any date thereafter, at the Redemption Price equal to 100% of the principal amount or portion of the principal amount of the Bond to be redeemed, plus accrued interest thereon to the Redemption Date.
5. **Maturity Date, Bond Payment Dates and Principal Amount and Interest Installment Amounts** – (Sections 101 and 202):
 - (a) The Maturity Date of the Bond will be on January 1, 2026.
 - (b) the principal amount of the Bond (\$400,000.00) will payable on the Maturity Date (January 1, 2026) *(as further reflected in the table on below)*.
 - (c) Installments of interest on the Bond will be payable semi-annually on January 1 and July 1 (each an Interest Payment Date), beginning July 1, 2024 *(as reflected in the table below)*

Payment Date	Principal Amount	Interest Rate	Interest Amount	Total Payment
7/1/2024	--	--	\$3,155.22	\$3,155.22
1/1/2025	--	--	7,780.00	7,780.00
7/1/2025	--	--	7,780.00	7,780.00
1/1/2026	\$400,000.00	3.890%	7,780.00	407,780.00
TOTAL	\$400,000.00		\$26,495.22	\$426,495.22

6. **Deposit of Bond Proceeds** – (Section 502): The Purchase Price received from the sale of the Bond in the amount of \$400,000.00 shall be deposited simultaneously with the delivery of the Bond in the Project Fund and applied in accordance with **Section 503** of this Ordinance to pay the costs of issuing the Bond (in the amount of \$23,000.00) as reflected below, with the remaining proceeds of the Bond (in the amount of \$377,000.00) being used to pay the costs of the Project

Payee	Purpose	Amount
Gilmore & Bell, P.C.	Bond Counsel Fee	\$7,000.00
Piper Sandler & Co.	Municipal Advisor Fee	16,000.00
	TOTAL	<u>\$23,000.00</u>

* * *

EXHIBIT A
TO ORDINANCE

(FORM OF BOND)

**THIS BOND MAY ONLY BE TRANSFERRED IN ACCORDANCE
WITH THE RESTRICTIONS APPLICABLE TO TRANSFERS AS
PROVIDED IN THE ORDINANCE.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. 1**

**Registered
\$400,000**

CITY OF SALEM, MISSOURI

**SEWERAGE SYSTEM REVENUE BOND
SERIES 2024**

DATED DATE
April 18, 2024

MATURITY DATE
January 1, 2026

INTEREST RATE
3.890%

REGISTERED OWNER: TOWN & COUNTRY BANK

PRINCIPAL AMOUNT: FOUR HUNDRED THOUSAND DOLLARS

THE CITY OF SALEM, MISSOURI, a city of the fourth class and a political subdivision of the State of Missouri (the **“City”**), for value received, hereby promises to pay to the Registered Owner shown above, or its registered assigns, but solely from the source and in the manner herein specified, the principal amount (the **“Principal Amount”**) shown above on the maturity date (the **“Maturity Date”**) shown above, unless called for redemption prior to the Maturity Date, and to pay interest installments thereon, but solely from the source and in the manner herein specified, at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the dated date (the **“Dated Date”**) shown above or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, which interest is payable semi-annually on January 1 and July 1 (each an **“Interest Payment Date”**), beginning July 1, 2024, until said Principal Amount has been paid.

The Principal Amount or Redemption Price of and interest installments on the Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The City Administrator of the City is the initial paying agent for the Bond (the **“Paying Agent”**). The Paying Agent and Registered Owner shall maintain on their records a complete account of all payments of the interest installments, the Principal Amount or portions of the Principal Amount on the Bond. Absent manifest error, the Registered Owner’s records shall be definitive as to the amount of the Outstanding unpaid Principal Amount of and interest installments on the Bond. On or about the fifteenth (15th) day of the month immediately preceding a Bond Payment Date, the Registered Owner, shall provide the Paying Agent and the City

notice of the amount of the interest installment on and/or the Principal Amount of the Bond that is scheduled to become due on such Bond Payment Date.

The Principal Amount or Redemption Price of and interest installments on the Bond shall be paid to the Registered Owner of this Bond as shown on the Bond Register on the Bond Payment Date on which payment is due by (1) check or draft mailed to the Registered Owner at the address shown on the Bond Register, or (2) at the written request of the Registered Owner of the Bond addressed to the Paying Agent, by electronic transfer in immediately available funds to a bank located in the continental United States, for credit to the ABA routing number and account name and number, filed with the Paying Agent no later than five (5) Business Days preceding the applicable Bond Payment Date with an acknowledgement that a wire transfer fee may be applicable.

This Bond is a duly authorized bond issue of the City designated the “Sewerage System Revenue Bond, Series 2024,” in the Principal Amount of \$400,000 (the “**Bond**”), issued by the City for the purpose of extending and improving the City’s sewerage system, including acquiring land and rights of way (said sewerage 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 the Constitution and laws of the State of Missouri, including particularly Chapter 250, RSMo, and pursuant to an election duly held in the City on April 4, 2023, and an ordinance duly passed by the Board of Aldermen of the City on April 9, 2024 (herein called the “**Ordinance**”). *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Principal Amount or portions of the Principal Amount of this Bond may be called for redemption and payment prior to the Maturity Date, on November 1, 2024, and any date thereafter, in such amounts as shall be determined by the City at the Redemption Price of 100% of the Principal Amount or portion of the Principal Amount of the Bond to be redeemed, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent at least 10 days prior to the date fixed for redemption, to the Registered Owner of the Bond at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bond or portion of the principal amount of the Bond 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 portion of the principal amount of the Bond shall cease to bear interest.

If less than all of principal amount of the Bond is called for redemption, then, upon notice of the City’s intention to redeem a portion of the principal amount of the Bond, the Registered Owner of the Bond or the Registered Owner’s duly authorized agent may, at the Registered Owner’s option, present and surrender the Bond to the Paying Agent for exchange, without charge to the Registered Owner thereof, for a new Bond in the amount of the unredeemed portion of the principal amount of such Bond, which will also be reflected in **Schedule A** to the new Bond. If the Registered Owner of the Bond fails to present the Bond to the Paying Agent for payment and exchange as aforesaid, the Bond or portions thereof shall, nevertheless, become due and payable on the Redemption Date to the extent of the portion of the principal amount of the Bond has been called for redemption (and to that extent only).

The Bond is a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the taxing power of the City is not pledged to the payment of the Bond either as to principal or interest. 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, statutory or charter provision, limitation or restriction. Under the conditions set forth in the Ordinance, the City has the right to issue additional Parity Bonds payable from and secured by 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 hereby covenants with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Revenues sufficient to pay the costs of operation and maintenance of the System; pay, if necessary, the portion of the Principal Amount of the Bond at the Maturity Date not provided for with proceeds received from the sale of sewerage system revenue bonds issued to refund the Bond; pay interest installments due on the Bond as and when the same become due at the Maturity Date or on any Interest Payment Date; and provide reasonable and adequate reserve funds, if required. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Revenues of the System, the nature and extent of the security of the Bond, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owner thereof.

This Bond may be transferred and exchanged only on the Bond Register as provided in the Ordinance, subject to the following limitations:

(1) this Bond may be transferred only in whole, and any Bond issued in exchange therefor shall be in the full amount of the Outstanding and unpaid principal amount of the Bond; and

(2) the Bond shall only be sold and transferred to (i) an “accredited investor” within the meaning of Regulation D promulgated under the Securities Act of 1933, (ii) a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a trust, securitization or custodial arrangement in which all of the beneficial ownership interests would be owned by one or more other “qualified institutional buyers” or “accredited investors”; and

(3) if the transferee is not an affiliate entity of Town & Country Bank, as the original Purchaser and Bondowner, there shall have been delivered to the Paying Agent and the City a transferee representations letter, in substantially the form attached as **Exhibit C** to the Ordinance, with only such material variations from the form as are evidenced in writing to be acceptable to the Paying Agent and the City.

Upon surrender of this Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond in the Principal Amount equal to the amount of the Outstanding and unpaid principal of this Bond that was presented for transfer or exchange. If this Bond is presented for transfer or exchange, this Bond shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner of this Bond or by the Registered Owner’s duly authorized agent.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

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

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

CERTIFICATE OF AUTHENTICATION

CITY OF SALEM, MISSOURI

This Bond is the Bond
described in the within-mentioned Ordinance.

By: _____
Mayor

Effective Date
of Registration: April 18, 2024

(SEAL)

By: _____
City Administrator of the City of Salem,
Missouri, as Paying Agent

ATTEST:

[Assistant] City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby 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 _____ 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 upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

SCHEDULE A
CITY OF SALEM, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
SERIES 2024

Payment Date	Principal Amount	Interest Rate	Interest Amount	Total Payment
7/1/2024	--	--	\$3,155.22	\$3,155.22
1/1/2025	--	--	7,780.00	7,780.00
7/1/2025	--	--	7,780.00	7,780.00
1/1/2026	\$400,000.00	3.890%	7,780.00	407,780.00
TOTAL	\$400,000.00		\$26,495.22	\$426,495.22

EXHIBIT B
TO ORDINANCE

FORM OF BOND PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT C
TO ORDINANCE

FORM OF TRANSFeree INVESTMENT LETTER

Mayor and Board of Aldermen
City of Salem, Missouri,
400 N. Iron Street
Salem, Missouri 65560

Re: Sewerage System Revenue Bond, Series 2024, dated April 18, 2024, issued in the original principal amount of \$400,000

Ladies and Gentlemen:

[Transferee Name] (the “**Transferee**”), intends to purchase pursuant to this Transferee Letter the entire principal amount of the above-referenced bond (the “**Bond**”) issued by City of Salem, Missouri (the “**City**”), pursuant to that certain Ordinance passed by the Board of Aldermen of the City on April 9, 2024 (the “**Ordinance**”). The proceeds of the Bond were used by the City to (1) pay for costs of extending and improving the City’s sewerage system (the “**System**”), including acquiring land and rights of way, as authorized by the voters of the City at a bond election duly held in the City on April 4, 2023, and (2) pay costs of issuing the Bond. *Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Ordinance.*

THIS TRANSFeree LETTER, OR A FACSIMILE COPY HEREOF, WILL BE DELIVERED TO THE ABOVE ADDRESSEE NO LATER THAN THE DATE OF PURCHASE OF THE BOND.

In connection with the purchase of the Bond, the Transferee hereby agrees to the following terms and conditions and makes the representations and warranties stated herein with the express understanding that the truth and accuracy of the representations and warranties will be relied upon by the City and the City Administrator of the City, as the paying agent for the Bond (the “**Paying Agent**”):

1. The Transferee has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bond in particular, to enable the Transferee to evaluate the risks involved in an investment in the Bond.

2. The Transferee is purchasing the Bond solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof.

3. The Transferee has received and carefully reviewed copies of the Ordinance, the Bond Purchase Agreement and the other documents and such financial statements and other information relating to the City and the System as it has requested. The Transferee has received all information from the City that the Transferee has requested, has had all questions answered by appropriate officers of the City, and, has received all information necessary for Transferee to evaluate the merits and risks of purchasing the Bond.

4. The Transferee confirms that its investment in the Bond constitutes an investment that is suitable for and consistent with its investment program and that the Transferee is able to bear the economic risk of an investment in the Bond, including a complete loss of such investment.

5. The Transferee understands that 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 of the System. 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, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bond, either as to the principal installment or interest installments. Under the conditions set forth in the Ordinance, the City has the right to (i) issue additional Parity Bonds payable from the same source and secured by the same Net Revenues as the Bond and (ii) issue additional bonds which are junior and subordinate to the Bond; provided, however, that such additional bonds and other obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

6. The Transferee understands that the Bond has not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities or “Blue Sky” laws and are being sold in reliance on exemptions from the registration requirements of the Securities Act. The Transferee further understands that the Bond and any security issued in exchange therefore or in lieu thereof must be held indefinitely unless (i) subsequently registered under the Securities Act and any applicable state securities or “Blue Sky” laws or (ii) exemptions from the registration requirements of the Securities Act and such laws are available.

7. The Transferee acknowledges that the City is not making any representations or warranties to the Transferee with respect to the offer or sale of the Bond other than those representations expressly set forth in the Ordinance and the Bond Purchase Agreement.

8. The Transferee agrees that the Transferee is bound by and will abide by the provisions of the Ordinance related to the transfer and sale of the Bond, the restrictions on transferability noted on the face of the Bond and this Transferee Letter. The Transferee will comply with all applicable federal and state securities laws, rules and regulations by which the Transferee is bound in connection with any resale or transfer of the Bond by the Transferee. If the Transferee sells or transfers the Bond, at the time of such sale or transfer, the Transferee or its agent will obtain from any subsequent purchaser, and cause to be delivered to the addressee named in this Transferee Letter, a Transferee Letter in the form set forth in the Ordinance. The Transferee acknowledges that any proposed assignee of a beneficial ownership interest in the Bond will be deemed under the Ordinance to have made agreements and representations substantially similar to those set forth above. The Transferee understands that the Transferee’s Bond will bear a legend restricting transfer of the Bond.

9. The Transferee is familiar with (a) Regulation D promulgated under the Securities Act and (b) Rule 144A promulgated under the Securities Act and is either (i) an “**Accredited Investor**” as defined in Regulation D under the Securities Act or (ii) a “**Qualified Institutional Buyer**” as defined in Rule 144A under the Securities Act. The Transferee is aware the Bond may be offered, resold, pledged or transferred only to (A) a person who the Transferee reasonably believes is either (x) an Accredited Investor, as defined in Regulation D or (y) a Qualified Institutional Buyer, as defined in Rule 144A, that purchases for its own account or for the account of a Qualified Institutional Buyer or (B) a trust, securitization or custodial arrangement in which all of the beneficial ownership interest would be owned by one or more other Qualified Institutional Buyers or Accredited Investors.

10. The Transferee agrees to indemnify and hold harmless the City from any and all claims, judgments, attorney’s fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation,

mortgage or disposition of the Bond by the Transferee in violation of the Ordinance or this Transferee Letter.

11. The Transferee acknowledges and understands that each of you is relying and will continue to rely on the statements made herein.

[TRANSFEE NAME]

By: _____
Name: _____
Title: _____

EXHIBIT D
TO ORDINANCE

FORM OF FEDERAL TAX CERTIFICATE

[On file in the office of the City Clerk]

\$400,000
CITY OF SALEM, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
SERIES 2024

April 9, 2024

BOND PURCHASE AGREEMENT

Mayor and Board of Aldermen
City of Salem, Missouri
100 N. Iron Street
Salem, Missouri 65560

Ladies and Gentlemen:

The undersigned, Town & Country Bank (the “**Purchaser**”), hereby offers to extend credit to the City of Salem, Missouri (the “**City**”), through the purchase of a \$400,000 principal amount Sewerage System Revenue Bond, Series 2024 (the “**Bond**”), to be issued by the City under and pursuant to an Ordinance passed by the Board of Aldermen of the City on April 9, 2024 (the “**Bond Ordinance**”). The words and terms used herein shall have the respective meanings ascribed to them in the Bond Ordinance unless some other meaning is plainly indicated.

The Bond is to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Missouri, including particularly Chapter 250 of the Revised Statutes of Missouri, as amended (the “**Act**”), an election held in the City on April 4, 2023, and the Bond Ordinance. The Bond is being issued for the purpose of providing funds to (1) pay for costs of extending and improving the City’s sewerage system, including acquiring land and rights of way, and (2) pay certain costs of issuing the Bond.

The principal amount of the Bond and the interest installments due thereon will be a special obligation of the City payable solely out of the Net Revenues of the System (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof), and the Bond will not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

The Bond shall mature, shall bear interest, shall be subject to redemption and shall be subject to certain other terms as set forth in **Schedule I** hereto.

This offer is made subject to the City’s acceptance of this Bond Purchase Agreement on or before 11:59 p.m., Central Standard Time, on April 9, 2024. Upon the City’s acceptance of the offer, the following agreement will be binding upon the City and the Purchaser.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: the Bond, the Bond Ordinance, this Bond Purchase Agreement, the Federal Tax Certificate and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or contemplated hereby; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bond. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, the Bond at a purchase price of \$400,000, representing the principal amount of the Bond.

2. Private Placement with the Purchaser. The Bond is being privately placed with the Purchaser pursuant to this Bond Purchase Agreement. The Purchaser is purchasing the Bond for its own account for investment and has no present intention of distributing or selling the Bond or any portion thereof or any interest therein provided, however, the Purchaser reserves the right to sell, transfer, participate or redistribute the Bonds, but agrees that any such sale, transfer, participation or distribution by the Purchaser shall be in accordance with the terms of the Bond Ordinance. At or prior to the Closing (as hereinafter defined), the Purchaser will execute and deliver a letter substantially in the form attached as **Appendix A** hereto, which letter includes representations by the Purchaser and limitations on the transfer of the Bond, and any ownership interest in such Bond (beneficial or otherwise) shall not be transferred unless the conditions to the transfer set forth in such letter and in the Bond Ordinance are met.

3. The City’s Representations and Warranties. The City hereby represents and warrants to the Purchaser that:

(a) The City is and will be at Closing (as hereinafter defined) a fourth-class city and political subdivision of the State of Missouri created and existing under the laws of the State of Missouri, with the power and authority set forth in the Act.

(b) The City is authorized by the laws of the State of Missouri, including particularly the Act, (i) to issue, sell and deliver the Bond for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance and (ii) to enter into and perform its obligations under this Bond Purchase Agreement and the Bond Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by the Transaction Documents and has duly authorized and approved the execution and delivery of this Bond Purchase Agreement.

(d) Prior to the Closing, the City will have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bond upon the terms set forth herein and (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby.

(e) The Bond when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance provided and the Transaction Documents to which the City is a party when executed will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable

bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies). The Bond will be a limited obligation of the City payable solely out of the Net Revenues of the System.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby, (ii) the validity or enforceability in accordance with their respective terms of the Transaction Documents or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, (iii) the exclusion of the interest on the Bond from gross income for purposes of federal income taxation, or (iv) the existence or powers of the City.

(g) The execution and delivery by the City of this Bond Purchase Agreement, the Bond, the Bond Ordinance and the other documents contemplated hereby to be executed and delivered by the City, and compliance with the provisions thereof, do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the City is or may be bound.

(h) Any certificate signed by an authorized officer of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(i) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction that are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Bond or the due performance by the City of its obligations under the Act, the Transaction Documents and the Bond have been duly obtained or will be obtained prior to the Closing.

4. Closing. Prior to or at 12:00 noon, Central Standard Time, on April 18, 2024, or at such other time or such other date as shall have been mutually agreed upon by the City and the Purchaser (the "**Closing Time**"), subject to the satisfaction of the conditions precedent referenced in **Section 7** below, the City will deliver, or cause to be delivered, to the Purchaser, the Bond, in definitive form duly executed and authenticated by the Paying Agent, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Bond by delivering to or at the direction of the City an electronic transfer of funds immediately available in an amount equal to the purchase price to be applied in accordance with the Bond Ordinance. Such payment and delivery is herein called the "**Closing**." The Bond will be delivered as set forth in the Bond Ordinance in fully registered form.

5. The Purchaser's Representations and Warranties. The Purchaser hereby agrees with, and makes the following representations and warranties to, the City, as of the date hereof and as of the Closing, which representations and warranties shall survive the Closing:

(a) The Purchaser is a Missouri state bank duly organized, validly existing and in good standing under the laws of the State of Missouri.

- (b) This Bond Purchase Agreement has been duly authorized, executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the City, is the legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as the enforceability of this Bond Purchase Agreement may be limited by application of creditors' rights laws.

6. *Events Permitting Purchaser to Terminate.*

- (a) The Purchaser shall have the right to cancel its obligation to purchase the Bond if between the date hereof and the date of the Closing, any of the following shall occur:

(i)(A) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration affecting the Federal taxation of interest on the Bond, or (B) a decision by a Federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made with respect to Federal taxation upon interest on the Bond, or (C) other action or events shall have occurred or transpired, any of the foregoing of which has the purpose or effect, directly or indirectly, of adversely affecting the Federal income tax consequences of any of the transactions contemplated in connection herewith;

(ii) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that the Bond is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended, and as then in effect;

(iii) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bond, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended, and as then in effect, the Securities Exchange Act of 1934, as amended, and as then in effect, or the Trust Indenture Act of 1939, as amended, and as then in effect; or

(iv) there has been a material adverse change in the financial condition of the City since the date of this Bond Purchase Agreement.

The Purchaser acknowledges that, to its knowledge, no such event exists as of the date hereof that would permit the Purchaser to cancel its obligations pursuant to this Bond Purchase Agreement.

- (b) The City shall have the right to terminate this Bond Purchase Agreement if the Bond is not purchased by the Purchaser for any reason on or prior to the Closing Time.

7. *Conditions to Closing.*

- (a) The obligations hereunder of each party hereto are subject (i) to the performance by the other party of its obligations to be performed hereunder at and prior to the Closing Time, (ii) to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof

and as of the Closing Time, and (iii) to the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(i) At the Closing Time, (A) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the City, provided that the Closing in all events shall be deemed to be evidence of such approval; (B) the proceeds of the sale of the Bond shall have been deposited and applied as described in the Bond Ordinance; and (C) the City shall have duly passed and there shall be in full force and effect the Bond Ordinance and such other ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as bond counsel to the City (herein called **“Bond Counsel”**), shall be necessary in connection with the transactions contemplated hereby.

(ii) At or prior to the Closing Time, the Purchaser and the City shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(A) The opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Purchaser, in form and substance reasonably satisfactory to the Purchaser regarding the validity and tax-exempt status of the interest installments on the Bond for federal and State of Missouri income tax purposes.

(B) A Closing Certificate of the City, dated the date of Closing, signed by an official of the City, in form and substance reasonably satisfactory to the Purchaser.

(C) Copies of the executed Transaction Documents.

(D) Other certificates listed on a closing list to be approved by Bond Counsel and the Purchaser, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinion referred to in subsection (ii)(A) above.

(E) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, or counsel to the City may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

(b) Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the conditions set forth in paragraph (a) above to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the City shall be under further obligation hereunder.

8. Conditions To The City’s Obligations. The obligations of the City hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. Expenses. If the Bond is sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Bond the following expenses incident to the performance of its obligations hereunder: (a) the cost of the preparation and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Bond Purchase Agreement); (b) the fees and expenses of Bond Counsel, Piper Sandler & Co., as the City's municipal advisor, and any other experts or consultants retained by the City; and (c) all other customary costs of issuance, except that the Purchaser shall be responsible for its own attorneys' fees.

11. Third-Party Beneficiary. The City agrees that the Purchaser is and shall be a third-party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

12. No Fiduciary Relationship. The City acknowledges that (a) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial transaction between the City and the Purchaser in which the Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (b) the Purchaser (i) is not acting as a municipal advisor, financial advisor or fiduciary to the City or any other person or entity and (ii) has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the City on other matters); (c) the only obligations the Purchaser has to the City with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (d) the City has consulted its own legal, accounting, tax, financial/municipal and other advisors, as applicable, to the extent it has deemed appropriate. The City waives to the full extent permitted by applicable law, but without waiver of the City's sovereign immunity, any claims it may have against the Purchaser arising from an alleged breach of fiduciary duty in connection with the sale of the Bond.

13. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing to the applicable person, as follows:

(a) If to the City:

City of Salem
100 N. Iron Street
Salem, Missouri 65560
Attention: City Administrator
Email: cityadministrator@salem-mo.com
Telephone: 573-729-4811

(b) If to the Purchaser:

Town & Country Bank
1009 E. Scenic Rivers Blvd.
Salem, Missouri 65560
Attention: Doug Barnes
Email: dbarnes@tcbanks.com
Telephone: 573-729-3155

14. *Successors.* This Bond Purchase Agreement is made for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Bond shall acquire or have any rights hereunder or by virtue hereof.

15. *Governing Law.* This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

16. *Effectiveness.* This Bond Purchase Agreement shall become effective upon acceptance hereof by the City.

17. *Counterparts.* This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. *Captions.* The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

19. *Electronic Transaction.* The transaction described herein may be conducted and this Bond Purchase Agreement and related documents may be sent, stored and received 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.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Bond Purchase Agreement, all as of the day and year first above mentioned.

Very truly yours,

TOWN & COUNTRY BANK

By: _____

Name: Doug Barnes

Title: Senior Vice-President

Accepted and agreed to as of
the date first above written:

CITY OF SALEM, MISSOURI

By: _____
Name: Greg Parker
Title: Mayor

SCHEDULE I TO BOND PURCHASE AGREEMENT

City of Salem, Missouri
\$400,000
Sewerage System Revenue Bond
Series 2024

Maturity Date <u>January 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2026	\$400,000	3.890%

Optional Redemption by City. At the option of the City, the Bond, or portions of the principal amount of the Bond, may be called for redemption and payment prior to the Maturity Date thereof, on November 1, 2024, and on any date thereafter, in such amounts as shall be determined by the City at the Redemption Price of 100% of the principal amount or portion of the principal amount of the Bond to be redeemed, plus accrued interest thereon to the Redemption Date.

* * *

APPENDIX A TO BOND PURCHASE AGREEMENT

SEWERAGE SYSTEM REVENUE BOND SERIES 2024

FORM OF PURCHASER INVESTMENT LETTER

Mayor and Board of Aldermen
City of Salem, Missouri,
100 N. Iron Street
Salem, Missouri 65560

Re: \$400,000 Sewerage System Revenue Bond, Series 2024

Ladies and Gentlemen:

Town & Country Bank, a Missouri state bank organized and existing under the laws of the State of Missouri (the **“Purchaser”**), has agreed to purchase on the date hereof, at the price of par (\$400,000), with no accrued interest, the entire above-referenced bond (the **“Bond”**) issued by City of Salem, Missouri (the **“City”**), pursuant to that certain Ordinance passed by the Board of Aldermen of the City on April 9, 2024 (the **“Ordinance”**) and a Bond Purchase Agreement dated April 9, 2024, between the Purchaser and the City. The Bond is being issued by the City under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Chapter 250 of the Revised Statutes of Missouri, as amended, an election duly held in the City on April 4, 2023, and the Ordinance. The proceeds of the Bond are being used by the City to (1) pay for costs of extending and improving the City’s sewerage system, including acquiring land and rights of way and (2) pay certain costs of issuing the Bond. *Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Ordinance.*

In connection with the purchase of the Bond, the Purchaser hereby agrees to the following terms and conditions and makes the representations and warranties stated herein with the express understanding that the truth and accuracy of the representations and warranties will be relied upon by the City and the City Administrator of the City, as the paying agent for the Bond (the **“Paying Agent”**):

1. The Purchaser is familiar with (a) Regulation D promulgated under the Securities Act and (b) Rule 144A promulgated under the Securities Act and is either (i) an **“Accredited Investor”** as defined in Regulation D under the Securities Act or (ii) a **“Qualified Institutional Buyer”** as defined in Rule 144A under the Securities Act of 1933, as amended (the **“Securities Act”**). The Purchaser is aware the Bond may be offered, resold, pledged or transferred only to (A) a person who the Purchaser reasonably believes is either (x) an Accredited Investor, as defined in Regulation D or (y) a Qualified Institutional Buyer, as defined in Rule 144A, that purchases for its own account or for the account of a Qualified Institutional Buyer or (B) a trust, securitization or custodial arrangement in which all of the beneficial ownership interest would be owned by one or more other Qualified Institutional Buyers or Accredited Investors.

2. The Purchaser is purchasing the Bond solely for its own account for investment purposes only, with a present intent to hold the Bond until maturity or early redemption, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof. Therefore, the Purchaser agrees that no application for the assignment of CUSIP numbers or an application that the Bond become DTC eligible be made by the City. Notwithstanding any of the foregoing, the Purchaser reserves the right to sell, transfer, participate or redistribute the Bond, but agrees that any

such sale, transfer, participation or distribution by the Purchaser shall be in accordance with the terms of the Ordinance.

3. The Purchaser has received and carefully reviewed copies of the Ordinance, the Bond Purchase Agreement and the other documents and such financial statements and other information relating to the City and the System as it has requested. The Purchaser acknowledges that no Official Statement has been prepared and that it has received all information from the City that the Purchaser has requested, has had all questions answered by appropriate officers of the City, and, has received all information necessary for Purchaser to evaluate the merits and risks of purchasing the Bond.

4. The Purchaser confirms that its investment in the Bond constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bond, including a complete loss of such investment.

5. The Purchaser understands that the Bond is a special, limited obligation of the City payable solely from, and secured as to the payment of the principal amount and interest installments by a pledge of, the Net Revenues of the System. 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, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bond, either as to the principal amount or interest installments. Under the conditions set forth in the Ordinance, the City has the right to (i) issue additional Parity Bonds payable from the same source and secured by the same Net Revenues as the Bond and (ii) issue additional bonds which are junior and subordinate to the Bond; provided, however, that such additional bonds and other obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

6. The Purchaser understands that the Bond has not been registered under the Securities Act or any state securities or "Blue Sky" laws and is being sold in reliance on exemptions from the registration requirements of the Securities Act. The Purchaser further understands that the Bond and any security issued in exchange therefore or in lieu thereof must be held indefinitely unless (i) subsequently registered under the Securities Act and any applicable state securities or "Blue Sky" laws or (ii) exemptions from the registration requirements of the Securities Act and such laws are available.

7. The Purchaser acknowledges that the City is not making any representations or warranties to the Purchaser with respect to the offer or sale of the Bond other than those representations expressly set forth in the Ordinance and the Bond Purchase Agreement.

8. The Purchaser agrees that the Purchaser is bound by and will abide by the provisions of the Ordinance related to the transfer and sale of the Bond, the restrictions on transferability noted on the face of the Bond and this Purchaser Letter. The Purchaser will comply with all applicable federal and state securities laws, rules and regulations by which the Purchaser is bound in connection with any resale or transfer of the Bond by the Purchaser. If the Purchaser sells or transfers the Bond, at the time of such sale or transfer, the Purchaser or its agent will obtain from any subsequent purchaser, and cause to be delivered to the addressee named in this Purchaser Letter, a Transferee Letter in the form set forth in **Exhibit C** to the Ordinance. The Purchaser acknowledges that any proposed assignee of a beneficial ownership interest in the Bond will be deemed under the Ordinance to have made agreements and representations substantially similar to those set forth above. The Purchaser understands that the Bond will bear a legend restricting transfer of the Bond.

9. The Purchaser agrees to indemnify and hold harmless the City from any and all claims, judgments, attorney's fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bond by the Purchaser in violation of the Ordinance or this Purchaser Letter.

10. The Purchaser acknowledges and understands that the City, Piper Sandler & Co., as the City's municipal advisor, and Gilmore & Bell, P.C., as the City's Bond Counsel, are relying and will continue to rely on the statements made herein.

11. The Purchaser acknowledges receipt of the Bond and of timely receipt in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement referred to in the Ordinance prior to or on the date of the delivery of and payment for the Bond (except to the extent the Purchaser has waived or consented to modification of certain provisions thereof), and that the City has in all respects complied with and satisfied all of its obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

TOWN & COUNTRY BANK

By: _____
Name: _____
Title: _____

FEDERAL TAX CERTIFICATE

\$400,000
City of Salem, Missouri
Sewerage System Revenue Bond
Series 2024
(the “Bond”)

This Federal Tax Certificate and all accompanying Exhibits (the “**Tax Certificate**”) has been prepared and is being signed in conjunction with the closing and funding of the purchase price of the Bond. The purchase and funding date for the Bond is April 18, 2024 (the “**Closing Date**”). The City of Salem, Missouri (the “**Issuer**”), and Town & Country Bank, Salem, Missouri, the purchaser of the Bond (the “**Purchaser**”), intend that interest on the Bond will be excludable from gross income for federal income tax purposes (hereafter referred to as the “**Tax-Exempt Bond**”). One purpose of this Tax Certificate is to document the steps the Issuer agrees to take in the future so that the Bond will continue to be a Tax-Exempt Bond. The Issuer acknowledges and agrees that its future compliance with this Tax Certificate is required to comply with the general covenant and agreement it has made in the Ordinance passed by the Issuer on April 9, 2024 (the “**Ordinance**”), to take no action that would result in the Bond ceasing to be a Tax-Exempt Bond. Gilmore & Bell, P.C. (“**Bond Counsel**”) also will rely on the Issuer’s representations in this Tax Certificate and assume continued compliance with the Tax Certificate as a basis for its opinion that the Bond is a Tax-Exempt Bond.

1. Continuing Requirements; Bond Counsel Written Advice.

The Issuer acknowledges that the requirements related to the expenditure and investment of money and the uses of property financed in whole or in part with the proceeds of the Bond (“**Financed Property**”) will continue to apply until all principal and interest on the Bond have been paid. “Defeating” the Bond pursuant to the Ordinance does not constitute “payment” of the Bond for purposes of these requirements. This Tax Certificate requires the Issuer to keep records of expenditures, investment and use of proceeds of the Bond and Financed Property. The Issuer agrees to separately maintain these records as part of a **Bond Compliance File** in paper or electronic format until three years following the date the Bond has been repaid. Further, the Issuer acknowledges that it may need to obtain written legal advice from an attorney or firm of attorneys experienced in the rules related to Tax-Exempt Bonds confirming that a contemplated transaction or action will not cause the Bond to cease to be a Tax-Exempt Bond before undertaking certain actions described in this Tax Certificate. This written advice is referred to as “**Bond Counsel Written Advice.**” The Issuer agrees to obtain Bond Counsel Written Advice at the times specified in this Tax Certificate.

2. Financed Assets; Use of Proceeds; Use of Financed Property.

a. *Purchaser’s Certification of Issue Price.* Based on the Purchaser’s certifications in the Purchaser Investment Letter, the Issuer hereby elects to establish the issue price of the Bond pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called “private placement rule”). Therefore, the aggregate issue price of the Bond for such purpose is \$400,000.

b. *Records of Expenditures; Close Out.* On **Exhibit A-1**, the Issuer has described its expected uses of Sale Proceeds and earnings from the investment of Sale Proceeds (referred to throughout the rest of this Tax Certificate as “**Investment Proceeds**”) to pay for the cost of the Financed Property. The Issuer will keep contemporaneous records of expenditures of Sale Proceeds and Investment Proceeds of the Bond as part of the Bond Compliance File. Expenditure records will include the following information: (1) the person or entity paid, (2) the amount paid, (3) a statement of the general purpose of the expenditure, and (4) the date the expenditure was paid. The Issuer will assemble the records of expenditures and complete

a written “**Close Out**” for the Bond in substantially the form included on **Exhibit A-2** not later than the due date for the “**Annual Checklist**” (described below in paragraph 2(f)) that immediately follows the date all of the Financed Property is placed in service (or the date all Sale Proceeds of the Bond have been spent, if earlier), but in all events not later than the 5th anniversary of the Closing Date.

c. *Financed Assets; Reimbursement of Costs Paid Before Closing Date.* The Issuer has identified assets it expects to finance in whole or in part with the Bond on **Exhibit E**. No Sale Proceeds will be used to reimburse costs of the Financed Property paid by the Issuer prior to the Closing Date.

d. *Restrictions on Use of Financed Property.* The Issuer understands that the use of Financed Property is generally limited to use by (1) a State or local government or an agency or instrumentality of the State or a local government (an “**Eligible User**”) or (2) use by any individual or entity as a member of the general public. The Issuer will not enter into any of the following transactions in the future involving any of the Financed Property unless it obtains Bond Counsel Written Advice: (1) transferring ownership of any part of the Financed Property to a person other than an Eligible User (a “**Private Person**”); (2) leasing or otherwise entering into an agreement granting possession or a right to use any part of the Financed Property to a Private Person for a time period of more than 50 days; or (3) entering into a management or service agreement with a Private Person related to the operation of any part of the Financed Property.

e. *Loan of Proceeds.* No proceeds of the Bond will be loaned to a Private Person.

f. *Annual Checklist.* An “**Annual Checklist**” is attached as **Exhibit F**. Until the Bond has been paid, the Issuer will complete an Annual Checklist within sixty days following the date specified as the end of the annual reporting period. The completed Annual Checklist will be retained as part of the Bond Compliance File.

3. Investment Rules.

a. *Restricted Money.* All money subject to the investment rules described in this Tax Certificate is referred to as “**Restricted Money**.” The investment rules apply to Sale Proceeds and Investment Proceeds of the Bond. In addition, any money the Issuer either expects to use to repay the Bond or which has been set aside in a manner that makes it reasonably likely the money will be available to repay the Bond even if the Issuer were to encounter financial difficulty is subject to the investment rules (this money is referred to as “**Replacement Proceeds**”). These investment rules apply to Restricted Money without regard to the account or fund in which the money is held or whether the money is commingled with other funds. Bond Counsel has listed the funds and accounts of the Ordinance that are expected to contain Restricted Money on **Exhibit C** along with a description of those investment restrictions. Unless Bond Counsel Written Advice is obtained, the investment rules apply until the Restricted Money is *spent* or until the Bond is repaid. Additionally, in order to be counted as an “expenditure” of Restricted Money, the amount paid generally must be (1) a capital expenditure and not an operating cost of the Issuer, (2) paid as interest on or principal of the Bond, or (3) paid as a cost of issuing the Bond or providing credit enhancement for the Bond.

b. *Accounting for the Investment of Restricted Money.* The investment of Restricted Money will be accounted for by the Issuer on its books and records. These books and records may consist of statements provided to the Issuer by a third-party banking institution, a trust company or an investment provider. The Issuer will keep these records as part of the Bond Compliance File. The records must contain sufficient information to identify the type of investment acquired, the acquisition date and amount paid for the investment, all principal and interest payment dates and the amounts paid, and the date and amount received when the investment is sold, redeemed or matured.

c. *Investments Requiring Bond Counsel Written Advice.* In addition to the investment restrictions set out in the Ordinance and on **Exhibit C**, the Issuer will obtain Bond Counsel Written Advice prior to (1) investing Restricted Money in any investment agreement that has specially negotiated rates and terms of investment and withdrawal or (2) investing Restricted Money in any escrow designed to defease the Bond pursuant to the terms of the Ordinance. The Issuer will always attempt to obtain a market yield on the investment of Restricted Money unless the investment acquired is a United States Treasury Obligation (State and Local Government Series) (“**SLGS**”) or a Tax-Exempt Bond.

d. *Yield on the Bond; Weighted Average Maturity.* Bond Counsel has advised that the yield on the Bond is 3.892745%, and the weighted average maturity of the Bonds is 1.703 years (as computed on **Exhibit D**).

e. *Yield Restriction; Rebate.* Bond Counsel has prepared the table on **Exhibit C** that contains a list of the funds and accounts established under the Ordinance. The table identifies: (1) the funds and accounts that are expected to contain Restricted Money, (2) when the investment Restricted Money is limited to a yield that is not materially higher than the yield on the Bond and the materially higher yield limit (stated as a percentage), (3) funds or accounts where the investment restrictions may be satisfied by making yield reduction payments to the IRS and (4) the funds or accounts containing Restricted Money that must be included in a calculation of arbitrage rebate, and any spending exception to arbitrage rebate that may apply. The Issuer will follow the investment yield restrictions and rebate compliance directions set out on **Exhibit C** and in the Annual Checklist.

f. *Temporary Periods.* The Issuer expects to spend at least 85% of the Sale Proceeds of the Bond within 3 years following the Closing Date, the Issuer has or will enter into a binding obligation to spend at least 5% of the Sale Proceeds of the Bond within 6 months following the Closing Date for the Financed Property; and the Issuer will exercise due diligence to complete the project of which the Financed Property is a part.

g. *Hedge Bonds.* Not more than 50% of the Sale Proceeds of the Bond will be invested in Investments having a substantially guaranteed investment return for 4 years or more.

4. Miscellaneous.

a. *Bank Qualified Tax-Exempt Bond.* The Issuer designates the Bond as a “qualified tax-exempt bond” under Code § 265(b)(3). The Issuer reasonably anticipates that the amount of tax-exempt bonds (other than private activity bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer or entities who issue by or on behalf of the political subdivision on who behalf the Issuer issues its Bond) during the current calendar year will not exceed \$10,000,000. The Issuer will not issue or permit more than \$10,000,000 of tax-exempt bonds to be issued during the calendar year unless it obtains Bond Counsel Written Advice.

b. *Status as “Small Issue” for Arbitrage Rebate Purposes.* The Issuer has the power to levy an *ad valorem* property tax. The Issuer, together with all other governmental entities or agencies whose controlling bodies are appointed by the Issuer, in the aggregate, do not expect to issue more than \$5,000,000 tax-exempt bonds (other than private activity bonds) during the current calendar year. Based on the foregoing, the Bond is exempt from rebate, but will continue to be subject to the arbitrage yield restrictions set out on **Exhibit C**.

c. *Federal Guaranty.* The Issuer will not permit the payment of debt service on the Bond to be guaranteed by the United States or any agency of the United States.

d. *Record Owner.* The Issuer will maintain or cause to be maintained records of the owner of the Bond and the person entitled to the receipt of interest and principal of the Bond.

e. *Written Compliance Procedures.* On April 3, 2017, the Issuer adopted written compliance procedures for all tax-exempt obligations it has issued, a copy of which is attached hereto as **Exhibit G**. The Issuer intends to comply with those procedures as supplemented and modified by this Tax Certificate.

f. *Form 8038-G.* Attached as **Exhibit B** is a completed Form 8038-G signed by Bond Counsel as paid preparer. On or following the Closing Date, the Issuer will timely sign and cause to be filed the Form 8038-G with the Internal Revenue Service.

g. *Effective Date of Certificate.* This Tax Certificate is effective on and after the Closing Date. If this Tax Certificate is actually executed prior to the Closing Date, it is subject to the express condition that the individual executing the Tax Certificate will immediately notify Bond Counsel and the Purchaser if any of the representations made in this Tax Certificate are not true and correct as of the Closing Date.

[Remainder of this page intentionally left blank]

DATED: April 18, 2024.

CITY OF SALEM, MISSOURI

By: _____
Name: Greg Parker
Title: Mayor

Exhibit A-1
Expected Expenditure of Bond Proceeds & Investment Proceeds

Expected Sources	Amount Expected to be Allocated to Financed Property
Issue Price (Sale Proceeds)	\$400,000.00
Other Issuer Funds	0.00
Total Sources	\$400,000.00

Expected Uses of Sale Proceeds and Other Money	Amount Expected to be Allocated to Financed Property
Municipal Advisor fee and Bond Counsel fee	\$ 23,000.00
Project Costs	377,000.00
Total Uses	\$400,000.00

Investment Earnings: Unless otherwise indicated above, the Issuer intends to allocate all investment earnings to the payment of interest on the Bond.

**Exhibit A-2
Form of Close-Out**

Complete as of the earliest of
(1) the date the Financed Property is Placed in Service,
(2) the date all Sale Proceeds of the Bond have been spent, or
(3) the 5th Anniversary of the Closing Date¹

\$400,000
City of Salem, Missouri
Sewerage System Revenue Bond
Series 2024 (the “Bond”)

Bond Issue Close Out

This Bond Issue Close Out confirms the allocation and expenditure of Sale Proceeds of the above-referenced Bond, and to the extent noted, other funds of the Issuer.

Expected Sources	Amount Expected to be Allocated to Financed Property	Amount Actually Allocated to Financed Property
Issue Price (Sale Proceeds)	\$400,000.00 ⁽¹⁾	
Other Issuer Funds	0.00	
Total Sources	\$400,000.00	
Expected Uses of Sale Proceeds and Other Money		
Municipal Advisor fee and Bond Counsel fee	\$ 23,000.00	
Financed Property:		
• Engineering, legal and other preconstruction costs	377,000.00	
Total Uses	\$400,000.00	

Investment Earnings: All earnings from the investment of Sale Proceeds are allocated to the payment of interest on the Bond.

Placed In Service: The Financed Project has not been placed in service as of this date. Assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

Expenditure Records: Attached are written records of expenditures are required to be maintained pursuant to Section 2(b) of the Tax Certificate for the Bond as part of the Bond Compliance File.

¹ If all Sale Proceeds have not been spent by the end of the 5th Anniversary of the Closing Date, contact Bond Counsel and obtain instructions regarding what to do with remaining money.

CITY OF SALEM, MISSOURI

[to be signed when bond proceeds are spent]

By: _____

Title: _____

Dated: _____

Exhibit B
IRS Form 8038-G

[see attached]

Exhibit C
Table of Funds and Restricted Money Investment Restriction

Fund/Account	Restricted Money Yes/No¹	Temporary Period for Unrestricted Investment:²	Materially Higher Yield Limit for Money Not Qualifying for Unrestricted Investment	Yield Reduction Payments Permitted Yes/No³	Subject to Rebate⁴ Yes/No – Eligible for Spending Exception⁵
Project Fund	Yes	Yes; 3 years from Closing Date & Minor Portion thereafter	Bond Yield + 1/8%	Yes	No
Debt Service Fund	Yes	Yes; 13 months from receipt to extent part of bona fide debt service fund ⁶ & Minor Portion	Bond Yield + 1/1000 %	No	No

¹ Assumes money in fund/account is held for purposes described in the Bond documents. Any money intended by the Issuer to be used to pay debt service on the Bond must be invested at a yield not exceeding the Bond Yield unless Bond Counsel Written Advice is obtained.

² Minor Portion – Money not qualifying for any other temporary period for unrestricted investment or as part of a bona fide debt service fund (see below) may be invested at an unrestricted yield so long as the aggregate amount of money invested for the Bond issue does not exceed \$100,000 (or 5% of the Sale Proceeds, if less).

³ See Exhibit F (Annual Checklist) regarding calculation and payment of Yield Reduction Amount.

⁴ See Exhibit F (Annual Checklist) regarding calculation and payment of Arbitrage Rebate.

⁵ Spending Exceptions – Are intended for use by Rebate Analyst in connection with preparation of the Annual Checklist (See Exhibit F).

⁶ Bona Fide Debt Service Fund – Means a fund or account or a portion of the fund or account used by the issuer to match annual revenues and debt service on the Bond so long as the fund or account is reduced each year to an amount not exceeding 1/12th of the annual debt service on the Bond.

Exhibit D
Computation of Bond Yield and Weighted Average Maturity

Exhibit E
Description of Property Comprising the Financed Property

- Proceeds of the Bond will be used to pay for engineering, legal and other initial costs relating to extending and improving the City's sewerage system, including improvements to the City's sewerage treatment plant to increase treatment capability and capacity throughout the facility, as well as upgrading aeration units, nutrient removal, peak flow disinfection, and enhanced biosolids handling.

Expected Useful Life of Financed Property: The average expected useful life of the Financed Property will exceed 1.703 years.

Exhibit F

**\$400,000
City of Salem, Missouri
Sewerage System Revenue Bond
Series 2024 (the “Bond”)**

**COMPLIANCE CHECKLIST FORM
(Prepare annually and retain in Bond Compliance File)**

Name of Issuer Bond Compliance Officer:	City Clerk
Period covered (“Annual Period” ending):	August 1

Item 1	Question	Response
Placed in Service	As of the Date of the Checklist, has the Financed Property been placed in service (available for use and actually used for their intended purpose)? If Yes, attach a completed Close Out to Checklist.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item 2	Question	Response
Ownership	Was the entire Financed Property owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of legal counsel obtained prior to the transfer? If Yes, include a description of the conclusions in the Tax-Exempt Bond File. If No, contact legal counsel and include a description of the conclusions in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item 3	Question	Response
Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Property leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the conclusions in the Tax-Exempt Bond File. If No, contact legal counsel and include a description of the conclusions in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item 4	Question	Response
Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Property been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the management agreement?</p> <p>If Yes, include description of the conclusions in the Tax-Exempt Bond File.</p> <p>If No, contact legal counsel and include description of the conclusions in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item 5	Question	Response
Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the agreement?</p> <p>If Yes, include description of the conclusions in the Tax-Exempt Bond File.</p> <p>If No, contact legal counsel and include a description of the conclusions in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item 6	Question	Response
Arbitrage Compliance	<p>Were all Sale Proceeds and Investment Proceeds of the Bond spent within three years of the Closing Date? If this checklist is being completed within the first three years of the Closing Date, please check N/A.</p> <p>If “Yes” contact Bond Counsel and follow instructions regarding additional arbitrage compliance that may be required for the remaining unspent proceeds of the Bond.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Issuer Bond Compliance Officer: _____

Date Completed: _____

Exhibit G

**Tax Compliance Procedure
dated April 9, 2024**

[see attached]

Staff Summary Report

MEETING DATE:	April 9, 2024
AGENDA ITEM:	Reading of Bills (Second Reading)
AGENDA TITLE:	Bill No. 3605

ACTION REQUESTED BY:	Utility Committee
ACTION REQUESTED:	Approve a change in utility deposits
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

At their March 13, 2024 meeting the Utility Committee reconsidered the recent change in utility deposits and voted to recommend changing the deposits from a one month average of the past 12 months for the service address to a flat deposit rate of \$300 for all utilities or \$200 if a letter of good standing was provided by the person's previous utility provider.

PROCUREMENT

NA

FISCAL IMPACTS

Deposits are intended to protect the City from customers who walk out leaving past due balances.

SUPPORT DOCUMENTS:	Ord # 3604
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of Ordinance # 3604 changing the amount of utility deposits to \$300 for all utilities or \$200 if a letter of good standing was provided by the person's previous utility provider.

BILL NO. 3604**ORDINANCE NO. 3604**

AN ORDINANCE AMENDING THE AMOUNTS OF UTILITY DEPOSITS FOR THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A FINANCIALLY HEALTHY UTILITY SYSTEM IT IS IMPORTANT TO PREVENT LOSS ON ACCOUNTS THAT ARE CLOSED OR DISCONNECTED BY ENSURING DEPOSITS TO OPEN NEW ACCOUNTS ADEQUATELY COVER POTENTIAL LOSSES; THEREFORE,

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

Section 700.030 Utility Deposits of the Salem City Code shall be amended as follows:

A. 1.

With Letter of Good Standing

Residential electric	\$175	\$125
Residential water	\$ 50	\$25
Residential sewer	\$ 50	\$25
Commercial electric	\$200	\$150
Commercial water	\$ 50	\$25
Commercial sewer	\$ 50	\$25
• Multiple utility accounts	\$500	
Sanitation	\$ 25	\$25

Section 2.

These changes become effective immediately and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

Section 3.

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 9th DAY OF APRIL 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	April 9, 2024
AGENDA ITEM:	Reading of Bills (Second Reading)
AGENDA TITLE:	Bill No. 3605

ACTION REQUESTED BY:	Utility Committee
ACTION REQUESTED:	Approve a change in delivery options of utility bills
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

At their March 13, 2024 meeting the Utility Committee considered a change to city ordinances allowing for the emailing or electronic delivery of city utility bills.

The committee voted to recommend the language in city ordinances to allow for such alternative delivery methods.

With the bills that went out the first of March the City had the first successful test for emailing utility bills to the 10 customers who signed up. With this successful test we are ready to offer this option to our customers once our codes allow for such.

PROCUREMENT

NA

FISCAL IMPACTS

NA.

SUPPORT DOCUMENTS:	Ord # 3605
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of Ordinance # ?? amending the Codes of the City of Salem to allow for email and electronic delivery of utility bills.
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BILL NO. 3605

ORDINANCE NO. 3605

AN ORDINANCE AMENDING PROVISIONS FOR DELIVERY OF UTILITY BILLS AND STATEMENTS IN THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO ALLOW FOR MULTIPLE DELIVERY METHODS OF UTILITY BILLS AND STATEMENTS THROUGH ELECTRONIC MEANS TO CUSTOMERS, AN AMENDMENT TO THE CURRENT CITY CODES IS REQUIRED; THEREFORE,

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

Section 700.010. Monthly Utility Bills — Disconnection and Reconnection of Services. of the Salem City Code shall be amended as follows:

A. All utility statements mailed, emailed, or electronically delivered to utility customers of the City of Salem, Missouri, shall, among other things, state when all delinquent accounts in that customer's name shall be disconnected.

Section 2.

These changes become effective immediately and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

Section 3.

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 9th DAY OF APRIL 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	April 9, 2024
AGENDA ITEM:	Reading of Bills (Second Reading)
AGENDA TITLE:	Bill No. 3606

ACTION REQUESTED BY:	MMMPEP Committee, Utility Committee, Staff
ACTION REQUESTED:	Approval of Amendments to the Power Supply and Administration Agreement with MPUA
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The current Power Supply and Administration Agreement between the Missouri Joint Municipal Electric Utility Commission and the City of Salem, as a member of Mid-Missouri Municipal Power Energy Pool (MMMPEP) was approved on September 15, 2022.

Attached are proposed amendments to this agreement. The proposed amendments are summarized in the Memo and additional documents preceding the amended agreement.

PROCUREMENT

NA – this is a pre-existing contract for purchase of power.

FISCAL IMPACTS

While there will likely be increases in cost related to financing purchases of ownership shares any generation facility, the proposed changes to the agreement will strengthen MMMPEP's financial standing and increase it's Bond rating creating a savings in financing costs as shown on the table labeled Exhibit A.

SUPPORT DOCUMENTS:	Ordinance # 3606 Memo from MPUA including Exhibits A, B and M Power Supply and Administration Agreement
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of the amendments to the Power Supply and Administration Agreement between the Missouri Joint Municipal Electric Utility Commission and the City of Salem as a member of the Mid-Missouri Municipal Power Energy Pool.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF SALEM, MISSOURI, ON BEHALF OF SAID CITY TO ENTER INTO A POWER SUPPLY AND ADMINISTRATION AGREEMENT AMONG MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION DBA MISSOURI ELECTRIC COMMISSION AND THE CITY AS A MEMBER OF THE MID-MISSOURI MUNICIPAL POWER ENERGY POOL.

WHEREAS, the Board of Aldermen of the City of Salem, Missouri ("City"), has determined that it is in the best interests of the City to enter into a Power Supply and Administration Agreement among the Missouri Joint Municipal Electric Utility Commission DBA Missouri Electric Commission ("MEC") and the City, as a Member of the Mid-Missouri Municipal Power Energy Pool ("MMMPEP"), in the form attached hereto as Exhibit "A", for the reasons and for the purposes more particularly set forth in the recitals at the beginning of said Agreement.

BE IT ORDAINED by the Board of Aldermen of the City of Salem, Missouri, as follows:

Section 1: The City of Salem, Missouri, is authorized to enter into a Power Supply and Administration Agreement among the Missouri Electric Commission and the City as a Member of the Mid-Missouri Municipal Power Energy Pool, along with other Member cities. A copy of the Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Salem, Missouri, is authorized to execute the said Agreement and Contract on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, THIS 9TH DAY OF APRIL 2024.

Greg Parker
Mayor

Attest:

Approved as to Form

Wanda Suhr
Assistant City Clerk

James Weber
City Attorney



2200 Maguire Boulevard
Columbia, MO 65201
main 573-445-3279
fax 573-445-0680
MPOUA.org

memo

TO: MMMPEP Committee
FROM: MPOUA - MEC
SUBJECT: Amended MMMPEP Supply Agreement
DATE: February 15, 2024

MEC is in the process of closing on the purchase of 3.9% of Dogwood Energy Facility by May 31, 2024 for the benefit of MMMPEP. As part of this closing process, the rating agencies will be assigning a credit rating to the deal that is strongly weighted by the strength of the Power Supply and Administration Agreement between MEC and the MMMPEP members. MEC has received opinions from financial advisors that by strengthening the terms of the existing Agreement, additional savings can be realized.

If the credit rating for the current contract is determined to be below investment grade, then it is estimated that total debt service for the Dogwood financing would be approximately \$1.6 million higher than with the suggested amendments. Estimated individual member impacts for are shown below in Exhibit A. In addition to higher debt service, ratings fees would be more expensive, and the debt service coverage ratio and reserve funds would also be higher. Similar cost impacts would also be incurred for all future borrowings.

MEC staff's recommendation is to amend the Power Supply and Administration Agreement to incorporate the suggested amendments to improve the long-term value to MMMPEP. An outline of all suggested edits and reasoning is listed below in Exhibit B. The full redline agreement is also attached for your review.

This amendment will need approval by every member's governing body by mid-April to benefit the Dogwood purchase. Please have your city attorneys review the language and contact Terry Jarrett (573-415-8379) with questions. MEC will be scheduling an MMMPEP meeting on February 29th at 10:00 am in St. Robert (and virtual) to review the amendment and seek pool approval.



2200 Maguire Boulevard
Columbia, MO 65201
main 573-445-3279
fax 573-445-0680
MPUA.org

memo

Exhibit A

	Estimated Total Debt Service Impact by Member
Cabool	\$92,450
Cuba	\$192,498
Houston	\$102,581
Mansfield	\$62,055
Mt View	\$103,848
Newburg	\$13,931
Richland	\$54,457
Salem	\$163,370
Seymour	\$73,453
Steelville	\$67,121
St Robert	\$238,090
Sullivan	\$330,540
Willow Springs	\$101,315
Winona	\$34,194
TOTAL	\$1,629,904



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Exhibit B Summary of Edits Amended MMMPEP Agreement

Introduction—updated date to 2024.

Section 1.11—specifies that Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

Section 2.2—updated date to 2024.

Section 2.3—clarifies that a city can terminate the Agreement upon 5 years notice.

Section 3.1—removes the “take and pay” language to remove any perception that this is a take and pay Agreement.

Section 5.4—corrects a cross reference to another section in the Agreement.

Section 5.9—changes “extra” costs to “extraordinary” costs to be consistent with section 9.2.

Section 6.3—clarifies that a City’s payment is for Direct Costs, which is defined in the Agreement, instead of the vague term “services hereunder.”

Section 6.4—clarifies that under this Full Requirements Agreement, a City is obligated to pay for Full Requirements service, regardless of whether it receives such service.

Section 17.1—adds “opinions” to the types of data and documents a City must furnish to MEC to satisfy creditworthiness or to support MEC’s financings.

Section 17.3—new section that requires Cities to provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC’s financings.

Section 18.1—corrects a defined term.

Section 20.2—corrects a cross reference to another section in the Agreement.

Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
MMMPEP Total	128.7	100%
<i>Dated 2/29/2024</i>		

Power Supply and Administration Agreement

among

Missouri Joint Municipal Electric Utility Commission

and

Members of the Mid-Missouri Municipal Power Energy Pool

This Power Supply and Administration Agreement (“Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”), by and among Missouri Joint Municipal Electric Utility Commission, d/b/a Missouri Electric Commission (“MEC”), a body public and corporate of the State of Missouri and the MEC member Cities that are signatories to this Agreement and listed in Exhibit A.

WITNESSETH:

WHEREAS, MEC is a joint municipal utility commission formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri (“RSMo”); and

WHEREAS, MEC was formed for the purpose of procuring electric energy and capacity and transmission service for the benefit of, and pursuant to the governance and direction of, MEC’s members; and

WHEREAS, each City is a Missouri municipality and a member of MEC; and

WHEREAS, the objectives of this Agreement are, through joint planning, central dispatching, joint power purchases, and effective coordination with other power pools and utilities:

- a. To provide the means for an adequate full-requirements power supply for the Cities in conformance with proper standards of reliability and safety;
- b. To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of resources;
- c. To attain maximum practicable economy to the Cities, including seeking economies of scale achievable only through group action, and when requested by the MMMPEP Committee and approved by MEC’s Board of Directors, MEC’s long-term commitment to participation in projects on behalf of the MMMPEP Committee, consistent with proper standards of reliability and safety, and to provide for equitable sharing of the resulting benefits, risks and costs; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 Agreement shall mean this Power Supply and Administration Agreement among the Cities and MEC.

1.2 Balancing Authority shall mean the responsible entity, recognized by NERC, that integrates resource plans ahead of time, maintains load-interchange-generation balance within a particular area, and supports interconnection frequency in real time.

1.3 Board of Directors shall mean the Board of Directors of MEC as provided for in the Joint Contract and Bylaws.

1.4 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.5 Bylaws shall mean the bylaws of MEC approved by the Board of Directors as they may be amended by it from time to time.

1.6 Cancellation occurs when a Party or Parties put an end to the Agreement for breach by another Party or Parties.

1.7 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.8 City shall mean a MEC member that has executed this Agreement, either as an original party or by joinder in the form of Exhibit F, and that is named in Exhibit A.

1.9 City's Percentage shall mean, for each City, its contribution to the most recent aggregate annual coincident peak of the Cities, subject to adjustment pursuant to Article Ten.

1.10 Demand shall have the meaning assigned to it in Section 14.4(a).

1.11 Direct Costs shall mean all costs MEC incurs in connection with acquiring, providing, arranging or financing the provision of Full Requirements Service hereunder, including without limitation all payments MEC is required to make (including reserves and debt service coverages MEC is required to maintain pursuant to any bond indenture, financing lease or loan-agreement) under contractual and/or financial commitments and obligations entered into by MEC in order to procure, deliver, or finance resources intended to provide Full Requirements Service, without regard to whether any particular resource is available to or used by any particular City. Direct Costs shall include all delivery-related costs incurred under transmission agreements and/or under FERC-

approved transmission tariffs, to the extent such costs are associated with MEC's provision of Full Requirements Services hereunder; such costs shall include, without limitation, costs of transmission service and/or acquiring transmission facilities, ancillary services, service provided over distribution facilities, transmission and distribution losses, financial transmission rights, administrative charges and/or congestion management charges assessed by transmission providers, and costs incurred by MEC in centralized energy markets, as all such relate to the provision of Full Requirements Services for MMMPEP. Direct Costs shall also include amounts required to fund MMMPEP capital and/or operating reserves as established from time to time by the MMMPEP Committee and included in annual budgets approved by MEC. Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

1.12 Effective Date shall mean the date set forth in the preamble.

1.13 Event of Default shall have the meaning assigned to it in Section 15.

1.14 FERC shall mean the Federal Energy Regulatory Commission or its successor.

1.15 Force Majeure shall mean causes beyond the control of the Party affected, which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight in accordance with Good Utility Practice, including, but not limited to, storm, flood, lightning, earthquake, fire, explosion, damage to facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, act of the public enemy, sabotage, civil disturbance, labor disturbance, strike, impact of war or mobilization, national emergency, pandemic, law, regulation, restraint or order by court or by public authority.

1.16 Full Requirements Service shall mean the capacity and energy and related products sold by MEC and purchased by each City hereunder, as described in Section 3.1.

1.17 Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be an acceptable practice, method, or act generally accepted in the region, consistent with applicable legislation, rules, regulations, and safety standards.

1.18 Governmental Authority shall mean any applicable federal, state, county or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof. For the avoidance of doubt, NERC and its regional entities shall be deemed Governmental Authorities for purposes hereof.

1.19 Joint Contract shall mean that contract dated as of May 1, 1979 and amended from time to time, by and among municipalities of the State of Missouri, which established MEC to serve its members through joint action.

1.20 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.21 MEC is the fictitious trade name of the Missouri Joint Municipal Electric Utility Commission, created by all MEC members through the Joint Contract as a separate governmental entity for various reasons and purposes including those named in the Recitals, and for all reasons as allowed in the Joint Contract and the Joint Municipal Utility Commission Act of Missouri.

1.22 MMMPEP shall mean the Mid-Missouri Municipal Power Energy Pool.

1.23 MMMPEP Committee shall mean the committee established pursuant to Article Eleven of this Agreement.

1.24 NERC shall mean the North American Electric Reliability Corporation.

1.25 Party shall mean MEC or a City; Parties shall mean two or more of MEC and/or the Cities, or MEC and all of the Cities, as the context requires.

1.26 Payment Default shall have the meaning assigned in Section 15.1(a).

1.27 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.28 Point(s) of Delivery shall mean the point(s) for each City where the City agrees to receive its energy, and MEC agrees to deliver that energy. The specific Point(s) of Delivery for each City are shown on Exhibit A.

1.29 Projected Peak Load shall mean a reasonable estimate of a City’s greatest rate of need for electricity taking into account prior years’ actual peaks, expected changes in customer usage, and anticipated conditions, in accordance with Good Utility Practice.

1.30 PURPA shall mean the Public Utility Regulatory Policies Act of 1978, as amended.

1.31 Replacement Cost means the actual cost incurred by a City, acting in a commercially reasonable manner, for the purchase of energy delivered at the Point of Delivery as a replacement for any Full Requirements Service not delivered by MEC where such non-delivery is unexcused, plus costs reasonably incurred by the City in purchasing such substitute product; provided, however, in no event shall the Replacement

Cost include any penalties, ratcheted demand or similar charges.

1.32 Resource Obligations shall mean MEC's financial, power-supply, fuel-supply, delivery-related and other obligations related to long-term resources which were entered into by MEC for the benefit of the MMMPEP Committee and the Cities, including long-term contracts, financial transmission rights, and owned generating or transmission facilities. To qualify as a Resource Obligation under this Agreement, MEC's financial, power-supply, fuel-supply delivery-related and/or other obligations in connection with a resource must (a) be for an initial period of two years or longer, and (b) not be subject to automatic reduction or abatement commensurate with loss of Cities. Resource Obligations shall include all capitalized equipment and software acquired by MEC in connection with the provision of Full Requirements Services hereunder for which MEC will recover costs over a period of more than five years, and all related contracts entered into for a period of more than five years.

1.33 Sale Agreement shall mean an agreement between MEC and any purchaser of wholesale capacity, energy, and/or ancillary services which is used by MEC to dispose of energy and/or capacity that was committed under a Supply Agreement but is determined to be excess to the resources needed to provide Full Requirements Service to the Cities hereunder for some period pursuant to Section 4.4. For the avoidance of doubt, "Sale Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC pursuant to Section 4.4 as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.34 Supply Agreement shall mean an agreement between MEC and any supplier of wholesale capacity, energy, and/or ancillary services which is used by MEC to provide Full Requirements Service to some or all of the Cities hereunder. For the avoidance of doubt, "Supply Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC (in support of its provision of Full Requirements Service to the Cities) as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.35 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.36 Termination occurs when a Party or Parties, pursuant to a power created by agreement or law, puts an end to the Agreement other than for its breach.

1.37 Transfer shall have the meaning assigned to it in Section 13.1.

1.38 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Thirteen.

1.39 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Thirteen.

1.40 Transmission Provider shall mean any owner or operator of transmission facilities over which capacity and energy are to be transmitted for the purposes contemplated in this Agreement.

1.41 Transmission Service Agreement shall mean any contract entered into by MEC to obtain transmission service from a Transmission Provider for purposes of delivering capacity and energy under this Agreement.

1.42 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

ARTICLE TWO: TERM

2.1 Commencement of Term. This Agreement shall be effective and binding as of the applicable Effective Date.

2.2 Commencement of Full Requirements Service. The Agreement shall commence (i) for each City that is an original signatory to this Agreement, at the hour ending 0100 CPT on _____, 2024, and (ii) for each City that subsequently becomes a Party hereto at the hour ending 0100 CPT on the date set forth for such City in its joinder per Exhibit F.

2.3 Termination/Cancelation. This Agreement will continue in effect until terminated or canceled as follows by MEC, or by all Cities:

- (a) A City may terminate this Agreement as to its participation upon no less than five (5) years’ written notice.
- (b) MEC may cancel this Agreement upon no less than ninety (90) days written notice with respect to a particular City who fails to maintain MEC membership.
- (c) The Cities or MEC may cancel this Agreement upon the occurrence of an Event of Default by a City or by MEC pursuant to Section 15.1 of this Agreement.

2.4 Termination of Prior Agreements. This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement.

ARTICLE THREE: FULL REQUIREMENTS SERVICE

3.1 During the Agreement, MEC agrees to provide, and each City agrees to utilize, Full Requirements Service. For each City, Full Requirements Service consists of (a) all capacity and energy needed by the City to supply all of the electrical needs of its retail customers and any internal use by the City (except as expressly provided in Sections 5.2 and 6.2), including transmission and distribution losses, (b) any transmission and ancillary services needed to deliver such capacity and energy to the Transmission Provider, and (c) service over transmission and distribution facilities and related ancillary services, necessary for delivery of energy to the City at the Point(s) of Delivery. All electric energy delivered under this Agreement shall be of the character commonly known as three-phase, sixty-cycle energy and shall be delivered by MEC at the nominal voltage(s) at the Point(s) of Delivery to the City.

3.2 MEC shall have no obligation to provide any service the City may require on the distribution side of the Point(s) of Delivery for the City.

3.3 MEC and the Cities agree that MEC shall continue operating under the Joint PURPA Implementation Plan, as approved in FERC Docket EL18-132-000, and attached as Exhibit O to this Agreement.

ARTICLE FOUR: MEC'S OBLIGATIONS

4.1 The MEC Board of Directors hereby authorizes the President and CEO, and that person's designees to carry out MEC's responsibilities as set forth in this Agreement.

4.2 MEC shall, from time to time in accordance with Good Utility Practice (which may include spot purchases), enter into other Supply Agreements to obtain such additional products (including but not limited to capacity, peaking energy, and/or baseload and intermediate Supply Agreements for later periods of the Agreement) as are necessary to enable MEC to provide Full Requirements Service throughout the Agreement. Some of these Supply Agreements may be entered into prior to the commencement of the Agreement, although certain Supply Agreements will not be entered into until after the Agreement has started. To the extent reasonably practicable given limits on a seller's willingness to hold open an offer, MEC shall seek the approval of the MMMPEP Committee for Supply Agreements with a duration of one year or longer.

4.3 During the Agreement, MEC shall use commercially reasonable efforts to obtain replacement products to avoid or mitigate the effects of any interruptions or curtailments of service under Supply Agreements or Transmission Service Agreements.

4.4 During the Agreement, MEC shall use commercially reasonable efforts to enter into Sale Agreements to dispose of excess energy and/or capacity committed under Supply Agreements for such periods in which Cities' aggregate load is expected to be less than such committed energy and/or capacity. MEC shall credit all revenues from such sales to the Cities, thereby mitigating the effects of excess supply. However, Cities shall be responsible for all costs incurred by MEC in connection with making such sales and shall remain responsible for all costs under the Supply Agreements (including any penalties or damages for failure to receive) to the extent such costs exceed net revenues

from MEC's sales. Any proposed Sale Agreement with a duration of one year or longer shall be subject to the approval of the MMMPEP Committee.

4.5 MEC shall arrange for transmission service on the Transmission Provider systems and ancillary services, as necessary to support delivery of energy to the Cities at their Points of Delivery.

4.6 During the Agreement, MEC shall provide day-to-day energy management services such as scheduling and tagging of energy deliveries under the Supply Agreements, and administrative services such as support to the MMMPEP Committee, review and payment of invoices under Supply Agreements and Transmission Service Agreements, and invoicing and receiving payments from the Cities for Full Requirements Service. MEC may arrange for certain of these services to be provided by third parties.

4.7 In performing its duties hereunder, MEC shall at all times act in accordance with Good Utility Practice and with the express directions of the MMMPEP Committee (provided, however that MEC shall not be required to follow any such directions that would require MEC to violate Good Utility Practice, applicable requirements of any Governmental Authority, or the terms of any Supply Agreement, Transmission Service Agreement, or applicable tariff).

4.8 In any future Transmission Service Agreement, MEC will seek to include language giving MEC the right to assign its rights and obligations under that agreement to any City upon termination of this Agreement between MEC and the City, consistent with the provisions of Section 25 of the current Transmission Service Agreement between MEC and Transmission Provider.

4.9 Upon termination or conclusion of service under this Agreement to a City, unless MEC will continue to provide wholesale power to the City under a new agreement, (a) MEC shall exercise its right under MEC's Transmission Service Agreement to assign MEC's rights and obligations under the Transmission Service Agreement to such City (or, at the request of the City, to the City's new wholesale supplier), and (b) the City shall accept such assignment (or require its new wholesale supplier to accept such assignment).

ARTICLE FIVE: CITIES' OBLIGATIONS

5.1 Each City shall, throughout the Term, be a member in good standing of the Missouri Association of Municipal Utilities, and a member of MEC (*i.e.*, a signatory to the Joint Contract).

5.2 No City may buy power from any other Person or operate (or allow operation of) any electrical generator(s) for peak shaving on its system during the Agreement. A City may, during the Term, buy power from any other Person or operate (or allow operation of) any electrical generator(s) only in the event of, and only to the extent of, (i) the failure or inability of MEC to deliver power hereunder, (ii) the City's inability to receive deliveries from MEC due to outage conditions on the City's side of the Point of Delivery, (iii) periodic testing of emergency generators to ensure that they will be available to the City when needed, or (iv) a legal requirement to purchase renewable or

other power pursuant to (A) a state or federal renewable portfolio standard that imposes greater demands on the City than can be met through the Supply Agreements, (B) Section 386.890, RSMo., or any successor law, (C) PURPA, but only to the extent that FERC has not granted waiver of the City's PURPA purchase obligation as described in Section 3.3, or (D) or any state or federal law that MEC or City is legally obligated to comply with, and no applicable exemption, exception or other process to remove or lessen the burden of compliance. Any City subject to a legal requirement to purchase renewable or other power in excess of 100 kW capacity shall provide as much notice as possible to MEC and the MMMPEP Committee of its expected purchase requirement and shall coordinate with MEC in negotiating arrangements with the proposed seller of the power. A local renewable energy requirement adopted by a City itself shall not qualify as a legal requirement hereunder. A local ordinance that is necessary to carry out state or federal requirements shall not violate this provision. Disclosing the availability of net metering to customers to comply with state or federal law shall not violate this provision.

5.3 Each City shall, in a timely fashion, make all arrangements necessary for any service the City may require on the distribution side of its Point(s) of Delivery. Each such City shall bear all costs of such arrangements, including without limitation any penalties or damages owed as a result of any interruptions or curtailments of distribution service thereunder.

5.4 If any City wishes to make any changes to or to replace its Point(s) of Delivery, or to add an additional Point of Delivery, it may request MEC to seek such changes under the applicable Transmission Service Agreement. The City shall be obligated to pay all costs of such modifications or new Point(s) of Delivery. Once completed, any such changes shall be reflected on a revised Exhibit A. Notwithstanding Section 11.8, such modifications to Exhibit A shall be made by agreement solely as between MEC and the affected City.

5.5 Each City whose load for purposes of this Agreement is measured by metering equipment owned by a Person other than the Transmission Provider, MEC or the City itself shall ensure that such metering equipment is maintained and periodically tested consistent with the requirements set forth in Section 8.2.

5.6 Prior to the commencement of the Agreement, each City shall make the necessary arrangements to enable MEC to receive from Transmission Provider a real-time signal of City's load. To the extent that the necessary metering equipment, phone circuit and remote terminal unit equipment are not already in place to allow transmission of a real-time signal for a given City, that City shall be responsible for the installation of such facilities at its own cost.

5.7 Each City shall develop jointly with MEC a forecast of the City's Projected Peak Load for each year of the Agreement, and shall promptly advise MEC of any known or expected significant change in its load. The Cities acknowledge that MEC will enter into Supply Agreements and Sale Agreements in reliance on such Projected Peak Load forecasts.

5.8 Each City shall promptly advise MEC of any planned changes to its system

which may require modifications in any Supply Agreement(s) or Transmission Service Agreement(s), or affect the level or nature of the Full Requirements Service to be provided by MEC hereunder. Without limitation, each City shall coordinate with MEC prior to implementing any proposed demand response or net metering program, and all such programs shall be subject to review by the MMMPEP Committee and the provisions of Section 5.2.

5.9 Each City shall operate and maintain its electric system in good repair in accordance with Good Utility Practice, and shall control voltage and power factor on its system to within tolerances established by the applicable Balancing Authority. No City may operate its system in a manner inconsistent with its own or MEC's obligations for load control and power factor under Transmission Service Agreements, or any other applicable requirements to which MEC or the City is subject. In the event MEC incurs extraordinary costs as a result of a City's failure to operate its system in accordance with these requirements, such extraordinary costs shall be billed to and paid by the City, in accordance with Section 9.1.

5.10 Each City shall establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility, and all other operating expenses of City's electric system. MEC shall, upon request of a City, perform or cause to be performed studies of the City's revenues and potential methods of ensuring the City's ability to satisfy this obligation. If such study is requested and performed, MEC may charge, and the City shall pay, all actual costs incurred in the development and delivery of the study.

5.11 The obligations of each City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by a City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. No City shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No City may issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

5.12 No City may sell at wholesale any of the electric power and energy delivered to it hereunder to any Person for resale by such Person.

5.13 No City shall sell, lease or otherwise dispose of all or substantially all of its electric system except on ninety (90) days' prior written notice to MEC (which notice shall be provided after obtaining required City voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the City shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the City under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, MEC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on

which power and energy are to be sold hereunder by MEC to such purchaser or lessee; (iii) the senior debt of such purchaser or lessee shall be rated in one of the four highest whole rating categories by at least one nationally recognized bond rating agency; (iv) MEC shall have received an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by MEC stating that such sale, lease or other disposition will not adversely jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any ruling as promulgated thereunder or as affected by a decision of any court of competent jurisdiction; (v) opinions shall be obtained from counsel for assignee and counsel for MEC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No City may take any action the effect of which would be to prevent, hinder or delay MEC from the timely fulfillment of its obligations under this Agreement, any outstanding bonds or any bond resolution of MEC.

5.14 No City may use or permit to be used any of the power and energy acquired under this Agreement in any manner or for any purpose or take any other action or omit to take any action which would jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

5.15 Nothing herein shall limit any City's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no City may issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable from the revenues derived from its electric system superior to the payment of the operating expenses of its electric system.

5.16 The Parties recognize that some or all of the Supply Agreements, and information obtained by MEC thereunder and provided to the Cities hereunder either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the Supply Agreements. Each City shall abide by all such restrictions on the use of confidential information it obtains hereunder. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

5.17 Each City grants to MEC permission to install, maintain and operate, or cause to be installed, maintained and operated, on the City's premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any and all equipment, apparatus, devices, and facilities, placed or installed, or caused to be placed or installed, by MEC on or in the premises of a City shall be and remain the personal property of MEC, regardless of the mode or manner of annexation or attachment to real property. Upon the termination of the Agreement (unless the City and MEC enter into a new agreement under which MEC will supply the City's energy requirements), (i) MEC shall have the right to enter upon the premises of the City and shall, within one year, remove or be fairly compensated, and (ii) if such equipment, apparatus, devices or

facilities are not removed within one year, they become the property of the City.

5.18 Each City shall cooperate with MEC and keep accurate records and accounts.

5.19 Each City, upon request by MEC, shall name MEC as its Aggregator of Retail Customers (“ARC”) for participation in any demand response programs, either as administered by a regional transmission organization, or any other market. No City shall name any third party as, or allow any third party to act as, an ARC for the City’s customers. Upon request by a majority of the Cities, MEC shall develop a demand response program(s) for the MMMPEP Cities, with such costs and benefits residing with the MMMPEP Cities.

ARTICLE SIX: FORCE MAJEURE; FAILURE TO DELIVER OR RECEIVE

6.1 No Party shall be considered to be in breach or default in respect of any obligation hereunder, other than making a payment when due, if unable to fulfill such obligation by reason of Force Majeure. Any Party unable to fulfill any obligation by reason of Force Majeure shall exercise due diligence to remove such disability with reasonable dispatch.

6.2 Full Requirements Service under this Agreement shall be furnished by MEC and received by each City continuously except for interruptions or curtailments in service caused by (i) Force Majeure, (ii) MEC’s inability to provide replacement service in the event of interruption or curtailment of service by a seller under a Supply Agreement despite MEC’s commercially reasonable efforts under Section 4.3, (iii) operation of devices installed for system protection, (iv) the necessary installation, maintenance, repair and replacement of equipment, (v) exercise by any Transmission Provider of any interruption or curtailment authority under any applicable Transmission Service Agreement, or (vi) exercise by any distribution service provider of any interruption or curtailment authority under any applicable distribution service agreement with a City. Interruptions or reductions in service resulting from any of the causes listed in (i) through (vi) above shall not constitute a breach of this Agreement, and no Party shall be liable to any other Party for damages resulting therefrom. Except in case of an emergency, and to the extent such matters are within the knowledge and/or control of a Party, each Party shall give the other reasonable advance written notice of the temporary interruptions or curtailments in service necessary for such installation, maintenance, repair and replacement of equipment, and shall schedule such interruptions or curtailments so as to cause the least inconvenience to the Parties hereto.

6.3 If MEC fails to deliver Full Requirements Service to a City, the affected City shall nonetheless make payment to MEC for all Direct Costs based on its full metered load (grossed up for applicable transmission and distribution losses), provided, however, that if MEC’s failure is not excused pursuant to Section 6.2, MEC shall credit to the affected City an amount equal to its Replacement Cost on the next invoice following receipt of documentation from the affected City reasonably supporting the calculation of the Replacement Cost for each hour in which MEC had an unexcused failure to deliver Full Requirements Service. Such Replacement Cost credits will be included in MEC’s

costs of providing Full Requirements Service to be paid by all Cities.

6.4 If a City fails to receive Full Requirements Service for any reason , it shall nonetheless be obligated to make payment to MEC hereunder based on its full metered load (grossed up for applicable transmission and distribution losses) as though it had received such Full Requirements Service.

ARTICLE SEVEN: TITLE, WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

7.1 Title to Full Requirements Service shall pass from MEC to each City at its Point(s) of Delivery. As between MEC and each City, (i) MEC shall be deemed to be in exclusive control of the Full Requirements Service from the point of generation to the Point(s) of Delivery, and (ii) the City shall be deemed to be in exclusive control of the Full Requirements Service at and from the Point(s) of Delivery.

MEC WARRANTS TITLE TO ALL FULL REQUIREMENTS SERVICE DELIVERED HEREUNDER, AND SELLS SUCH FULL REQUIREMENTS SERVICE TO CITIES FREE FROM LIENS AND ADVERSE CLAIMS, TO THE POINT(S) OF DELIVERY. THIS IS MEC'S ONLY WARRANTY CONCERNING THE FULL REQUIREMENTS SERVICE PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. MEC DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CITIES (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NO PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY ANY OTHER PARTY.

ARTICLE EIGHT: METERING

8.1 All capacity and energy delivered by MEC hereunder shall be metered at the Point(s) of Delivery to each City. Subject to any requirements to which MEC and/or the City(ies) are subject under any applicable Transmission Service Agreement or generally applicable rules or regulations, metering and communications equipment, which may include but is not limited to hardware and software, shall be installed that will determine:

- (a) kilowatt-hours delivered to the City;
- (b) the kilowatt demand at the metering point provided by 30-minute interval recording demand type meters; and

- (c) kilovolt-ampere-hours reactive delivered to the City.

The metering and communications equipment shall provide sufficient information in a manner suitable for use in scheduling, dispatching, billing, forecasting and planning. If Good Utility Practice necessitates changes to the aforesaid equipment, such changes shall be made. Each City shall reimburse MEC any costs it incurs for equipment for City's Point(s) of Delivery.

8.2 All metering equipment owned by the Transmission Provider that is used to measure the provision of Full Requirements Service hereunder shall be maintained and tested in accordance with the provisions of the Transmission Service Agreement between MEC and the Transmission Provider. If MEC or any City owns metering equipment used to measure the provision of Full Requirements Service hereunder, such equipment shall be maintained by the owner thereof. The Party owning such meters shall make periodic tests and inspections of its meters at its own expense at intervals not greater than one year and shall advise the other Party (MEC or the City at whose Point of Delivery the meter is located, as the case might be) when tests are to be made so that the other Party may witness such tests if it desires. The Party conducting the test shall promptly forward the results of any test showing inaccuracy of more than two percent (2%) to the other Party. Following any meter test, the meter shall be left as close to 100% accurate as possible. Each Party will make additional tests of its meters at the request of the other Party, but the expense of such test will be borne by the Party requesting such test if the meter is found to be within two percent (2%) of accuracy. If any test shows that a meter is inaccurate by more than two percent (2%), the meter shall be calibrated, and a correction shall be made from the date reasonably determined to be the date at which the inaccuracy began. If that date cannot be reasonably determined, then the correction shall apply to the last half of the period since the latest test, but not more than six months preceding the test that reveals the inaccuracy. In the event that any metering equipment used to measure the provision of Full Requirements Service hereunder is owned by a distribution cooperative that provides service from the Point(s) of Delivery to a given City, the City shall ensure that its agreement with the distribution cooperative provides for maintenance and testing of the metering equipment in a manner as consistent as possible with the standards set forth in this Section 8.2.

ARTICLE NINE: COST RESPONSIBILITY

9.1 Rates established by the MMMPEP Committee to the MMMPEP members shall include recovery of MEC's Direct Costs. Rates shall be established so as to charge each MMMPEP member its proportionate share of all Direct Costs associated with MEC's performance under the Agreement. Charges based on such rates shall be assessed and billed monthly and each MMMPEP member shall pay such charges as provided in Article Ten. Rates shall be reviewed at least annually and shall be adjusted to recognize variances between budgeted and actual costs no less frequently than six-month intervals. In the event that the MMMPEP Committee fails to establish rates in accordance with this Article Nine, MEC may establish rates as deemed necessary to prevent an event of default under any bond indenture, lease or loan agreement.

9.2 In addition to the charges set forth in Section 9.1, MEC will include in a City's monthly invoices any extraordinary costs that the City causes MEC to incur in connection with MEC's performance under this Agreement. MEC shall provide appropriate documentation to support any such charges if requested by the City.

9.3 The Cities acknowledge that the Direct Costs under the Supply Agreements and Transmission Service Agreements and other Direct Costs incurred by MEC in providing Full Requirements Service hereunder will vary from estimated costs provided by MEC to the Cities both prior to and after execution of this Agreement, and that MEC's provision of such estimates to the Cities shall not limit any City's obligation hereunder to pay its share of the Direct Costs.

ARTICLE TEN: BILLING AND PAYMENTS

10.1 Each City shall pay its City's Percentage share of all Direct Costs, as and when incurred by MEC, in connection with arrangements to pseudo-tie the Cities' loads to the system of another Balancing Authority if such arrangements are necessary for the provision of ancillary services.

10.2 Charges for Full Requirements Service will be billed to each City each calendar month during the Agreement, based on MEC's projected costs (including budgeted administrative costs) and the City's projected usage reasonably expected for that month. MEC shall prepare and render such monthly invoices using the most current information available. MEC shall provide each monthly invoice by e-mail to each City on or before the fifth Business Day of the month.

10.3 Each City shall pay the invoiced amount by the 15th day of the month (provided, however, that no City shall have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

10.4 MEC shall include with each invoice a true-up statement and adjustment for the invoice two months prior. Each true-up will reconcile amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Subsequent invoices may reflect additional true-ups based on adjustments to invoices rendered to (or revenues received by) MEC under the Supply Agreements, Sale Agreements, and/or Transmission Service Agreements, or to reflect budget adjustments or corrections regarding administrative costs. Any overpayments by City shall be credited to City, and any underpayments shall be added to the current invoice.

10.5 If a City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 10.7. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, together with interest at the True-Up Interest

Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

10.6 Not more than once a year, the Cities may collectively conduct an audit of (i) records maintained by MEC in connection with this Agreement, and (ii) all costs charged to the Cities hereunder. The costs of such audits shall be borne by the Cities, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

10.7 No challenge may be raised by a City with respect to the validity of costs incurred by MEC under the Supply Agreements or Transmission Service Agreements (or costs incurred or revenues received by MEC under Sale Agreements) except to the extent that MEC can in turn raise the challenge under the Supply Agreements, Sale Agreements or Transmission Service Agreements, and the resolution of any such challenge under those agreements shall be dispositive as between the Cities and MEC. Challenges relating to administrative costs shall be limited to claims of arithmetic errors.

10.8 If, pursuant to any Supply Agreement or Transmission Service Agreement, MEC receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to Cities hereunder), it shall promptly pay to each City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on the City's Percentage.

10.9 As soon as reasonably practicable following the end of the Agreement (or following termination as to an individual City), MEC shall issue invoices to the Cities as necessary to (i) true up charges previously invoiced and paid and (ii) obtain any necessary reimbursement of MEC's remaining payments under the Supply Agreements and Transmission Service Agreements, Direct Costs, and any other costs incurred by MEC in its performance of this Agreement. If the net amount of any invoice is owed by the City, it shall submit payment within ten (10) Business Days of receipt. If the net amount of any invoice is owed by MEC, it shall make payment at the time it issues the invoice. The Parties' obligations under this Section 10.9 shall survive termination of this Agreement.

ARTICLE ELEVEN: MMMPEP COMMITTEE

11.1 The MMMPEP Committee shall determine policy on matters within the scope of this Agreement.

11.2 Each City shall designate a representative to serve on the MMMPEP Committee and one or more alternates authorized to act in the absence of the designated representative. Each such representative must be an employee or elected official of the City. The appointments to the MMMPEP Committee made by each City shall be identified by written notice to MEC. Each City may replace its representative or alternate(s) to the MMMPEP Committee at any time by written notice to MEC.

11.3 The President and CEO, or their designee shall be MEC's representative to

the MMMPEP Committee and shall act as Secretary to the MMMPEP Committee. MEC's representative shall not have a vote.

11.4 Authorized representatives or alternates present from a majority of the Cities at a duly noticed or regularly scheduled meeting of the MMMPEP Committee shall constitute a quorum.

11.5 Each City shall be entitled to one vote of equal weight through its representative or alternate in any vote of the MMMPEP Committee. A majority vote of all City representatives present will authorize any action or determination by the MMMPEP Committee. An action of the MMMPEP Committee shall be by a vote on a motion that has been seconded. The maker of the motion and of the second shall not be representatives of the same City.

11.6 The MMMPEP Committee shall select from its members a chair and vice chair who will each serve for such term as is designated by the MMMPEP Committee. Upon a vacancy or expiration of a term, the MMMPEP Committee shall select replacements.

11.7 The MMMPEP Committee shall meet at least annually and at such times as the chair may determine or as requested by three or more MMMPEP Committee representatives. The frequency of regular meetings may be revised from time to time by the MMMPEP Committee.

11.8 The MMMPEP Committee shall be the approving body for all exhibits added, modified, or deleted in this Agreement, except as otherwise provided in the exhibits.

ARTICLE TWELVE: LIABILITY AND INDEMNIFICATION

12.1 Each City expressly agrees, to the fullest extent permitted by Missouri law, and without waiving any of its rights under the doctrine of sovereign immunity as to the claims of third parties, to indemnify, hold harmless and defend MEC against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's role as provider of Full Requirements Service hereunder, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC or its employees acting within the course and scope of their employment.

12.2 To the fullest extent permitted by law, no Party shall be liable to any other Party for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

ARTICLE THIRTEEN: ASSIGNMENT

13.1 Except as otherwise provided in this Article Thirteen, no Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits,

advantages, titles and interest in this Agreement, and any such Transfer in contravention of this Article Thirteen shall be null and void *ab initio*.

13.2 MEC shall Transfer its entire interest in this Agreement to any affiliate or other Person that succeeds to substantially all of MEC's business, including the Resource Obligations, Supply Agreements, and Transmission Service Agreements. MEC may also assign its interest in this Agreement to a trustee or other Person in connection with any financing undertaken by MEC. No other Transfer by MEC shall be permitted.

13.3 Each City shall Transfer its entire interest in this Agreement to any Person that acquires substantially all of the City's electric system, by purchase, lease or otherwise, pursuant to Section 13.4. No other Transfer by any City shall be permitted.

13.4 If a Party proposes to Transfer its interest in this Agreement pursuant to Section 13.2 or 13.3 (except where the Transfer is by MEC solely for financing purposes), then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

13.5 As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

13.6 Notwithstanding anything in this Article Thirteen, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of any bonds issued by MEC, or if it would violate the terms of any Supply Agreement or Transmission Service Agreement.

ARTICLE FOURTEEN: DISPUTE RESOLUTION

14.1 If a dispute (including a billing dispute permitted under Sections 10.5 and 10.7) arises between or among two or more of the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party(ies) may provide written notice thereof to the other Party(ies), including a detailed description of the subject matter of the dispute.

14.2 Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 14.1.

14.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the affected Parties may mutually agree, then each Party involved in the dispute shall promptly designate its most senior executive

responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

14.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 14.5, be resolved solely and exclusively by binding arbitration. The following arbitration procedures will be used absent agreement of the affected Parties to different procedures for a given arbitration:

(a) The dispute shall be finally settled by binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as modified herein. The Party or Parties seeking relief from one or more other Parties shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party(ies), the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Arbitration shall be held in Columbia, Missouri. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within thirty (30) days of the receipt of the Demand, or if such Party to the dispute or claim fails to make such selection within thirty (30) days from the receipt of the Demand, the American Arbitration Association shall make such appointment upon the written request of the other Party(ies). If more than two Parties are involved in the arbitration, all Parties seeking relief shall collectively appoint one arbitrator, and all Parties opposing relief shall collectively appoint one arbitrator. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the American Arbitration Association shall make such appointment.

(d) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between such Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(f) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by this Agreement, or any other multiple or enhanced damages, whether statutory or common law.

(g) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 14.4 or an arbitration award.

14.5 Notwithstanding anything to the contrary in Section 14.4, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.1 It shall constitute an "Event of Default" under this Agreement if any one or more of the following occurs and the corresponding Cure period, if any, shall have expired without Cure:

(a) A City fails to make any required payment, and such failure continues for a period of 30 days after delivery of notice thereof by MEC.

(b) A City fails in any material respect to comply with or observe any material covenant, warranty or obligations under this Agreement (except a payment default as described in Section 15.1(a), and except a failure due to causes excused by Force Majeure or attributable to MEC's wrongful act or wrongful failure to act), such failure shall continue for a period of 90 days after delivery of notice by MEC, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that such City commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(c) MEC fails in any material respect to comply with or observe any material covenant, warranty or obligation under this Agreement (except due to causes excused by Force Majeure attributable to a City's wrongful act or wrongful failure to act), and (i) such failure materially adversely

affects MEC's ability to furnish to a City the Requirement Services due such City during the term of this Agreement, and (ii) such failure continues for a period of 90 days after delivery of notice by such City, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that MEC commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(d) A Party becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, reorganization, bankruptcy or receivership proceedings are commenced by or against a Party and such proceedings are not dismissed or stayed within 60 days.

15.2 Upon the occurrence of an Event of Default by a City or by MEC with respect to a particular City, the non-defaulting Party may at its option cancel this Agreement with respect to participation by such City by giving twenty-one (21) days' prior notice thereof (or, in the case of a payment default as described in Section 15.1(a), five (5) days' prior notice thereof) to the defaulting Party.

15.3 Upon cancellation, this Agreement shall be of no further effect and neither Party shall have any further obligation to the other under this Agreement except for the payment of any amounts due for Full Requirements Services provided prior to cancellation, and except as set forth in Section 15.4.

15.4 Notwithstanding cancellation under this Section 2.3, each City shall remain responsible for its allocated share, as set forth in Exhibit M at the time of the notice of cancellation, of all Resource Obligations entered into by MEC on behalf of the MMMPEP Committee for benefit of the Cities prior to the notice of cancellation. After cancellation (i) the City shall continue to pay MEC monthly charges designed to recover the City's allocated share of MEC's Direct Costs associated with each of the Resource Obligations incurred or acquired by MEC prior to the City's cancellation, including reasonable and customary charges relating to the administration of such resources, and (ii) MEC shall utilize or sell the City's allocated share of output in exchange for providing the City a credit or offset equal to the fair market value of such output up to the amount of the obligation.

15.5 For purposes of identifying each City's obligations upon cancellation under Section 2.3, Exhibit M shall be maintained to list, with reference to each City, its allocation of each Resource Obligation. This allocation will be derived by calculating the system peak power requirement of each City as a percentage of the coincident combined peak requirements of all Cities. Exhibit M shall be updated and approved by vote of the MMMPEP Committee upon each change in MMMPEP Committee Membership and upon MEC's commitment to any new Resource Obligation, and no less frequently than once each year. The allocation corresponding to each City as shown on Exhibit M will establish the respective share of potential obligations and entitlements of such City upon

cancellation, as described in Section 2.3.

15.6 In the event of cancellation pursuant to Section 2.3, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, warranty or obligation under this Agreement.

ARTICLE SIXTEEN: REPRESENTATIONS AND WARRANTIES

16.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 16.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

16.2 City's Representations. City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

- (a) City is a municipality and political subdivision of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation

of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 16.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of both MEC and the Missouri Association of Municipal Utilities.

(f) City is and shall remain throughout the term of this Agreement a "political subdivision" of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

ARTICLE SEVENTEEN: CREDITWORTHINESS; BUDGETS

17.1 City shall provide such financial information, operating data and opinions as MEC may need in connection with satisfying creditworthiness provisions of any Resource Obligation, Supply Agreement, or Transmission Service Agreements or that may be required to support MEC's financings.

17.2 MEC's projected Direct Costs of administering this Agreement and an allocation of its reasonable costs associated with its role as power supplier shall be included in an MMMPEP annual budget which shall be incorporated in MEC's annual budget. As a member of MEC, each City shall have the right to review and vote on MEC's budgets.

17.3 Upon request, City shall provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC's financings.

ARTICLE EIGHTEEN: SURVIVAL OF OBLIGATIONS & ASSUMPTION OF LIABILITIES

18.1 The Parties' obligations under Section 15.4 shall survive termination of this Agreement. In addition, a City shall remain bound by its obligations and covenants set forth in Sections 5.10, 5.13, 5.14 and 5.15 following termination of this Agreement. Surviving documents and agreements include, but are not limited to, the following:

- Exhibit A List of Cities and Their Delivery Points
- Exhibit B Contact/Notice Information for Cities and MEC
- Exhibit C Pool Members' Load Forecasts

- Exhibit D Services
- Exhibit E Resource Credits
- Exhibit F Joinder
- Exhibit G Procedures for Forecasting
- Exhibit H Rating of Diesel and Combustion Turbine Generating Equipment
- Exhibit I Interest Rates
- Exhibit J Dispatch Principles
- Exhibit K Peaking Unit Exercise Standards
- Exhibit L Peaking Unit Reliability Standards
- Exhibit M Power Supply and Transmission
- Exhibit O Joint PURPA Implementation Plan
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (Schedulable)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022(Schedulable)
- Amended and Restated Ancillary Services Agreement Between Missouri Joint Municipal Electric Utility Commission and Associated Electric Cooperative, Inc. dated 11/20/2017
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 1/22/2018
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 12/6/2019
- Capacity and Energy Purchase and Sale Agreement Between Plum Point Energy

Associates, LLC and Missouri Joint Municipal Electric Utility Commission, dated 5/6/2020

- Master Power Purchase and Sale Agreement Between City of New Madrid and Missouri Joint Municipal Electric Utility Commission dated 3/28/2022
- Memorandum of Understanding related to sales of energy and capacity from MJMEUC's ownership of Dogwood, MMMPEP Resolution 01-2017

ARTICLE NINETEEN: RIGHT OF ACCESS TO EACH PARTY

19.1 Each City shall permit duly authorized representatives and employees of MEC to enter upon its premises upon reasonable notice for the purpose of reading or checking meters, inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by MEC located on such premises, or for the purpose of performing any other work necessary in the performance of this Agreement. Each City shall have a similar right of access upon reasonable notice with respect to MEC's premises.

ARTICLE TWENTY: MISCELLANEOUS

20.1 The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

20.2 Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be sent to the address(es) for the applicable Party(ies) as set forth in Exhibit B. Each Party may update its contact information in Exhibit B by written notice to the other Parties. Notwithstanding Section 11.8, such modifications to Exhibit B shall be made as a ministerial matter and do not require formal amendment.

20.3 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

20.4 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20.5 This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20.6 Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

20.7 This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

20.8 Headings and the table of contents used in this Agreement (including headings used in any exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

20.9 The exhibits are incorporated herein by reference and made a part hereof.

20.10 No waiver by any Party of any one or more defaults by another Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

20.11 This Agreement shall not be construed to create a joint venture or partnership relation between or among the Parties.

20.12 Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by one or more of the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: _____

Name: John Twitty

Title: President and CEO

Attest: _____

Name:

Title: Administrative Assistant

Dated: _____

CITY OF CABOOL, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF CUBA, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF HOUSTON, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF MANSFIELD, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF NEWBURG, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF RICHLAND, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF ST. ROBERT, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SALEM, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SEYMOUR, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF STEELVILLE, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SULLIVAN, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF WILLOW SPRINGS, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF MOUNTAIN VIEW, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF WINONA, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

EXHIBIT A
List of Cities and their Delivery Points

Member City	Delivery Points	Delivery Voltage	Transformer Capacity At 55° C
Cabool	Cabool	13.2 KV	12 MVA
Cuba	Cuba#3	13.2 KV	25 MVA
Houston	Houston #1	4.16 KV	7.5 MVA
	Houston	13.2 KV	10 MVA
Mansfield	Mansfield # 1	4.16 KV	5 MVA
	Mansfield #2 - A	13.2 KV	10 MVA
	Mansfield #2 - B	13.2 KV	3.5 MVA
Mountain View	Mountain View	4.16 KV	10 MVA
Newburg	Newburg	13.2 KV	2 MVA
Richland	Richland	4.16 KV	7.5 MVA
Salem	Salem #1	13.2 KV	20 MVA
Seymour	Seymour#2	13.2 KV	10 MVA
St. Robert	Gospel Ridge	13.2 KV	25 MVA
Steelville	Steelville	13.2 KV	7 MVA
Sullivan	Sullivan #1	4.16 KV	7.5 MVA
	Sullivan #1	13.2 KV	20 MVA
	Sullivan #4	13.2 KV	12.5 MVA
Willow Springs	Willow Springs #1	4.16 KV	7.5 MVA
	Willow Springs #2	13.2 KV	2.5 MVA
Winona	Winona (ShoMe's Winona Substation)	13.2KV	4.2 MVA

EXHIBIT B
Contact/Notice Information for Cities and MEC

<p>Cabool</p> <p>City of Cabool P.O. Box 710 618 Main St Cabool, MO 65689 Tel: 417 962-3136 Fax: 417 962-5144 Email: rscheets@caboolmo.org</p>	<p>Cuba</p> <p>City of Cuba P.O. Box K 202 N. Smith Street Cuba, MO 65453 Tel: 573-885-7432 Fax: 573-885-3216 Email: lgarbo@ci.cuba.mo.us</p>
<p>Houston</p> <p>City of Houston 601 S. Grand Houston, MO 65483 Tel: 417-967-3348 Fax: 417-967-4252 Email: cityclerk@houstonmo.org</p>	<p>Mansfield</p> <p>City of Mansfield P.O. Box 467 122 N. Business Hwy. 60 Mansfield, MO 65704 Tel: 417-924-8340 Fax: 417-924-7301 Email: nconley@mansfieldcityhall.org</p>
<p>Newburg</p> <p>City of Newburg 191 Main Street Drawer K Newburg, MO 65550 Tel: 573-762-2315 Fax: 573-762-3704 Email: newburg.city.hall@gmail.com</p>	<p>Richland</p> <p>City of Richland 204 E. Washington Avenue Richland, MO 65556 Tel: 573-765-4421 Fax: 573-765-5750 Email: bgodfrey@richlandmo.info</p>
<p>St. Robert</p> <p>City of St. Robert 194 Eastlawn Avenue, Suite A St. Robert, MO 65584 Tel: 573-451-2000, Ext. 1112 Fax: 573-336-5714 Email: aivey@saintrobert.com</p>	<p>Salem</p> <p>City of Salem 400 N. Iron Street Salem, MO 65560 Tel: 573-729-4811 Fax: 573-729-5371 Email: cityadministrator@salemмо.com</p>

<p>Seymour</p> <p>City of Seymour P.O. Box 247 123 West Market Street Seymour, MO 65746 Tele: 417-935-4401 Email: hillary@seymourmissouri.org</p>	<p>Steelville</p> <p>City of Steelville P.O. Box M 895 Frisco Street Steelville, MO 65565 Tele: 573-775-2815 Fax: 573-775-5914 Email: stv@misn.com</p>
<p>Sullivan</p> <p>City of Sullivan 210 W. Washington Sullivan, MO 63080 Tel: 573-468-4612 Fax: 573-468-8207 Email: jthardy@sullivan.mo.us</p>	<p>Willow Springs</p> <p>City of Willow Springs P.O. Box 190 900 West Main Willow Springs, MO 65793 Tel: 417-469-2107 Fax: 417-469-4789 Email: bhicks@willowspringsmo.com</p>
<p>Mountain View</p> <p>City of Mountain View PO Box 1090 126 N Oak Mountain View, MO 65548 Tel: 417-934-2601 Fax: 417-934-2482 Email: mvcityclerk@centurytel.net</p>	<p>Winona</p> <p>City of Winona PO Box 426 8488 Ash Street Winona, MO 65588 Tel: 573-325-4410 Fax: 573-325-8816 Email: mayor@winonamo.org</p>
<p>Missouri Electric Commission</p> <p>Missouri Electric Commission 2200 Maguire Blvd Columbia, MO 65201 Tel: 573-445-3279 Fax: 573-445-0680 Email: contractnotices@mpua.org</p>	

Exhibit C

Pool Members' Load Forecasts

Exhibit D

Services

MEC will arrange for each City, through MMMPEP, to have the following services, in quantities sufficient to meet the City's full requirements.

- Capacity
- Energy
- Transmission (including congestion management, FTRs, and associated requirements)
- Generation Scheduling and Dispatch
- Reactive Supply and Voltage Control from Generation Sources
- Regulation and Frequency Response
- Energy Imbalance Service
- Operating Reserve – Spinning Reserve Service
- Operating Reserve – Supplemental Reserve Service
- Metering equipment, metering data collection, and similar services
- Market Settlements
- TCR/FTR Management
- RTO Market Administration
- MEC Owned Unit Offers

Exhibit E

Resource Credits

Exhibit F

Joinder

The Cities and MEC contemplate that after the date of this Agreement, one or more additional MEC members may become a party hereto by executing the Agreement. Upon such execution and delivery of the Agreement and approval of such by the MMMPEP members and MEC, each such additional MEC member will become a party to this Agreement and have all of the rights and obligations hereunder and this Agreement and the Exhibits hereto shall be deemed amended by such Agreement and approval.

Exhibit G

Procedures for Forecasting

Exhibit H

Rating of Diesel and Combustion Turbine Generating Equipment

Exhibit I

Interest Rates

Late Interest Rate shall mean, for any date, the lesser of (a) $1/365$ of the sum of the per annum prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

Exhibit J

Dispatch Principles

1. Dispatch lowest cost first subject to physical, contract, permit, warranty, and insurance constraints, and Market instructions.
2. Save energy-limited resources for highest value hours.
3. Be aware of cost impact of load level of operation, for example: full-load versus part load or per market.
4. For additional available contract energy, sell to market when sale is above cost or per market instructions.

Exhibit K

Peaking Unit Exercise Standards

Exhibit L

Peaking Unit Reliability Standards

Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
MMMPEP Total	128.7	100%
<i>Dated 2/29/2024</i>		

Exhibit O

Joint PURPA Implementation Plan

MID-MISSOURI MUNICIPAL POWER ENERGY POOL

PURPA IMPLEMENTATION POLICY

I. OVERVIEW OF POLICY

This PURPA Implementation Policy (“Policy”) sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), as operator of the Mid-Missouri Municipal Power Energy Pool (“MMMPEP”) and the authorizing MMMPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”) and the rules adopted by the Federal Energy Regulatory Commission (“FERC”) thereunder.

The MMMPEP Committee has adopted this Policy to be applicable to all MMMPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an “authorizing Member”). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MMMPEP is a power pool operated by MJMEUC pursuant to the Power Supply and Administration Agreement among MJMEUC and Members of the Mid-Missouri Municipal

Power Energy Pool. MMMPEP currently has 12 municipal electric members. Under the terms of the Power Supply and Administration Agreement, MJMEUC is the full-requirements supplier for the MMMPEP members, and meets their wholesale capacity and energy requirements primarily through purchased-power resources. The parties' full-requirements purchase and sale obligations under the Power Supply and Administration Agreement, as currently in effect, will end on June 1, 2018.

The MMMPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and, if applicable, capacity to MJMEUC for the period in which it has a full-requirements sale obligation to the affected authorizing Member (and to sell the electric energy and capacity to the authorizing Member thereafter), and to purchase retail electric service from the authorizing Members.

Under this Policy,

- Unless a QF elects net metering in accordance with Missouri law,¹ MJMEUC and an authorizing Member will enter into a contract with a QF, under which (i) MJMEUC will purchase all energy and capacity offered by the QF to the authorizing Member for the period in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and (ii) the authorizing Member will purchase the electric energy and capacity for any remaining period of the contract;
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

¹ This Policy is not applicable to energy provided by any QF that is also a "qualified electric energy generation unit" that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.

For the period in which it will purchase the QF output, MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its “avoided cost,” *i.e.*, the costs to MJMEUC of the electric energy that MJMEUC would otherwise generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC’s (or other entity’s) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of MJMEUC’s other generating resources, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each QF’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

This Policy does not include a form of the contract to be entered into among MJMEUC, the authorizing Member and a QF for the purchase of the QF's output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member's municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations² to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC (for such period in which MJMEUC has full-requirements obligations to such authorizing Members), and place the must-sell obligation on the authorizing Members.

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.³ This Policy is similar to policies adopted by other joint action agencies and

² 18 CFR §§ 292.303(a) and (b) (2014).

³ See *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC*, 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency*, 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative*, 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative*, 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative*, 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, Inc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative*, 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

cooperatives and their members. If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

II. INTRODUCTION

A. Intent of Policy

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

B. Utilities Subject to Policy

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also "qualified electric energy generation units" that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

C. Duration of Policy

As between MJMEUC and each authorizing Member, this Policy shall remain in effect for the period during which the authorizing Member and MJMEUC have agreed to purchase and sell full-requirements energy and capacity, either pursuant to the Power Supply and Administration Agreement dated October 26, 2011 (including any extension thereof), or pursuant to any successor or replacement agreement.

III. STATEMENT OF POLICY

A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC's avoided costs or at a negotiated rate for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member on whose system the QF is located; (iii) to permit the QF thereafter to sell the energy and capacity to the authorizing Member, and (iv) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase, for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and the authorizing Member will purchase the power from the QF for any period thereafter; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities

had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.

Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the MMMPEP Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC's Regulations,⁴ an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations⁵ clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make "available" for such purchases.

⁴ 18 CFR §292.303(a).

⁵ 18 CFR §292.304(d).

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by MJMEUC's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

- (i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC's or the authorizing Member's system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.
- (ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC's

monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

- (iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.
- (iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

IV. REQUEST FOR WAIVER

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law) during the

period in which its full-requirements sale obligations extend to the authorizing Members as described herein, (2) the authorizing Members will assume the obligation to purchase such energy and capacity at the end of such period, (3) the authorizing Members will provide retail service to QFs located within their retail service territories, and (4) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members' retail service territory in finding a retail power supplier.

MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation for the period in which they are required to purchase their full energy and capacity requirements from MJMEUC and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because, for the period in which each authorizing Member purchases its full requirements from MJMEUC, its avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small

power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.

Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201

IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201