



REPUBLIC
MISSOURI

AMENDED AGENDA

City Council Meeting

Municipal Court Building, 540 Civic Blvd

June 18, 2024 at 6:00 PM

Eric Franklin, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Justin Shaw, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Daniel Harter, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the June 4, 2024 City Council Minutes.
- [2.](#) Approve the June 5, 2024 City Council Workshop Minutes.
- [3.](#) Approve the Vendor List.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	July 8, 2024
Board of Adjustment Meeting	July 11, 2024
City Council Meeting	July 16, 2024
Board of Adjustment Meeting	August 1, 2024

Old Business and Tabled Items-None

New Business (Emergency Ordinances)

- [4.](#) 24-39 An Ordinance of the City Council Authorizing the Issuance of a Not to Exceed \$50,000,000 Principal Amount Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024; Prescribing the Form and Details of the Bond; and Authorizing Certain Other Actions and Documents in Connection Therewith.

New Business (First Reading of Ordinances)

- [5.](#) 24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.
- [6.](#) 24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.
- [7.](#) 24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.

New Business (Second Reading of Ordinances)

- [8.](#) 24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.
- [9.](#) 24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.
- [10.](#) 24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

Other Business (Resolutions)-None

Reports from Staff

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
2. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees. Closed session. Closed vote. Closed record.

Adjournment



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 04, 2024 at 6:00 PM

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Eric Franklin at 6:00 p.m. Council Members present included Justin Shaw, Garry Wilson, Brian Fields, Justin Neal, Eric Gerke, Darran Campbell, Chris Updike, and Daniel Harter. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, Police Chief Brian Sells, City Clerk Laura Burbridge, Finance Director Bob Ford, Recreation Superintendent Garrett Cline, Planning Manager Karen Haynes, Major Jamie Burks, Data and Security Supervisor Michael Sallee, Engineer Angel Falig, Analyst Trenton Sims, Lieutenant Zach Richards, Recreation Superintendent Karsen Forbis, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by Mayor Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Eric Franklin.

Citizen Participation

Mayor Franklin opened citizen participation at 6:00 p.m. No one came forward so Mayor Franklin closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Harter and seconded by Council Member Updike to approve the consent agenda. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve the May 21, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

City Council Workshop	June 5, 2024 10:00 a.m.
Board of Adjustment Meeting	June 6, 2024-Cancelled
Planning & Zoning Meeting	June 10, 2024
City Council Meeting	June 18, 2024
Planning & Zoning Meeting	July 8, 2024

Old Business and Tabled Items

2. **24-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 935-937 North Main Street, from Light Industrial (M-1) to Two-Family Residential (R-2).**

Motion was made by Council Member Shaw and seconded by Council Member Fields to have the second reading of Bill 24-30 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Updike motioned for the passage of Bill 24-30. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.



3. **24-31 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 936-938 North Walnut Avenue, from Light Industrial (M-1) to Two-Family Residential (R-2).**

Motion was made by Council Member Wilson and seconded by Council Member Harter to have the second reading of Bill 24-31 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-31. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

4. **24-32 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 918 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).**

Motion was made by Council Member Shaw and seconded by Council Member Fields to have the second reading of Bill 24-32 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Gerke motioned for the passage of Bill 24-32. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

5. **24-33 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 916 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).**

Motion was made by Council Member Harter and seconded by Council Member Wilson to have the second reading of Bill 24-33 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Updike motioned for the passage of Bill 24-33. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

6. **24-34 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 914 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).**

Motion was made by Council Member Wilson and seconded by Council Member Harter to have the second reading of Bill 24-34 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Campbell motioned for the passage of Bill 24-34. Council Member Neal seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

7. **24-35 An Ordinance of the City Council Approving Amendment of the Zoning Classification of 0.24 Acres of Real Property Located at 480 East US Highway 60, from Two-Family Residential (R-2) to Local Commercial (C-1).**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the second reading of Bill 24-35 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-35. Council Member

Campbell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

8. **24-36 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40 Acres of Real Property Located at the Intersection of South Farm Road 101 and West Farm Road 170 from Boyce Mixed-Use Planned Development District (PDD) to Amended Boyce Mixed-Use Planned Development District (PDD).**

Motion was made by Council Member Harter and seconded by Council Member Wilson to have the second reading of Bill 24-36 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions of Council. Council Member Campbell motioned for the passage of Bill 24-36. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

9. **24-37 An Ordinance of the City Council Amending Title VIII (“Fees”), Chapter 805 (“Fee Schedule”), Section 805.050 (“Buildings And Zoning”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Fields and seconded by Council Member Shaw to have the second reading of Bill 24-37 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available for questions of Council. Council Member Fields motioned for the passage of Bill 24-37. Council Member Shaw seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

10. **24-38 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.190 (“Fats, Oils, Grease And Sand”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Harter and seconded by Council Member Wilson to have the second reading of Bill 24-38 by title only. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available for questions of Council. Council Member Updike motioned for the passage of Bill 24-38. Council Member Shaw seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

New Business (First Reading of Ordinances)-None

Other Business (Resolutions)

11. **24-R-28 A Resolution of the City Council Authorizing Execution of an Agreement with the Greene County Extension Council for the Services of David Burton to Improve and Increase Community Engagement in Republic.**

Motion was made by Council Member Updike and seconded by Council Member Shaw to take up Resolution 24-R-28. David Burton presented the Resolution and answered questions of Council. Bryan Smith, 726 W Scott Circle, spoke in opposition to the Resolution. Rebecca Jones, 266 Sedan Lane, spoke in favor of the Resolution. The vote was 4 Aye-Campbell, Gerke, Shaw, and Updike. 4 Nay-Neal, Harter, Fields, and Wilson. Mayor Franklin voted nay to break the tied vote. Motion Failed.

12.24-R-29 A Resolution of the City Council Authorizing the City Administrator to Negotiate a Developer's Agreement with Republic 63, LLC for the Installation of Infrastructure Improvements and the Purchase of Necessary Materials for Lot 7 of the Hankins Farm Planned Development District.

Motion was made by Council Member Fields and seconded by Council Member Campbell to take up Resolution 24-R-29. Karen Haynes presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

13.24-R-30 A Resolution of the City Council Authorizing the City Administrator to Enter into An Agreement with Burlington Northern Sante Fe Railroad for a Preliminary Engineering Study of Railroad Facilities in the City of Republic.

Motion was made by Council Member Wilson and seconded by Council Member Updike to take up Resolution 24-R-30. Karen Haynes presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

14. Presentation from Drury University on the Downtown Revitalization Study.

Connor Lezzell presented the findings from the Downtown Revitalization Study.

Reports from Staff

City Administrator David Cameron thanked Connor for the great job filling in for his professor and applauded his effort. Mr. Cameron acknowledge Representative Davidson, thanking him for attending and for his assistance in obtaining our re-appropriation of the \$7.5 Million and \$25 Million from the ARPA funds. Mr. Cameron also noted Representative Davidson also helped fight for additional funding, noting he is growing through the ranks and has come a long way in his 4 years of service, deserving the recognition on doing work for us.

City Administrator David Cameron announced that Senate Bill 979 got no traction this legislative session but will be brought up again next year. Mr. Cameron acknowledged our attorneys did a great job navigating through that.

City Administrator David Cameron reminded everyone of tomorrow's work session.

City Administrator David Cameron congratulated the Parks staff for the successful opening of The Rush and commended them for the job well done.

City Administrator David Cameron reported we are working with MoDOT on the MM project and Shuyler Trail. Mr. Cameron noted MoDOT has started work on traffic signals on MM Highway and noted the recent fatality at Sawyer Road. Mr. Cameron gave his thoughts and prayers to the family. Mr. Cameron also noted another bad accident at MM Highway and James River Freeway. Mr. Cameron acknowledged the need to get these projects underway.

City Administrator David Cameron notified Council that Bob will be bringing an emergency agenda item at the June 18th meeting to approve the SRF funding for the wastewater treatment plant. Mr. Cameron noted we will distribute the ordinance early so Council has time to review it prior to the meeting. Mr. Cameron thanked Lisa for covering him during his absence.

Mayor Franklin thanked Lisa for the excellent job covering David's absence and welcomed David back. Mayor Franklin acknowledged the Parks staff for their great job on The Rush and thanked them for the hard work. Mayor Franklin congratulated Lieutenant Richards on his promotion. Mayor Franklin

thanked the Drury students for their hard work on the Downtown Revitalization Study and reminded Council of the workshop located at BUILDS.

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed Session. Closed Vote. Closed Record.

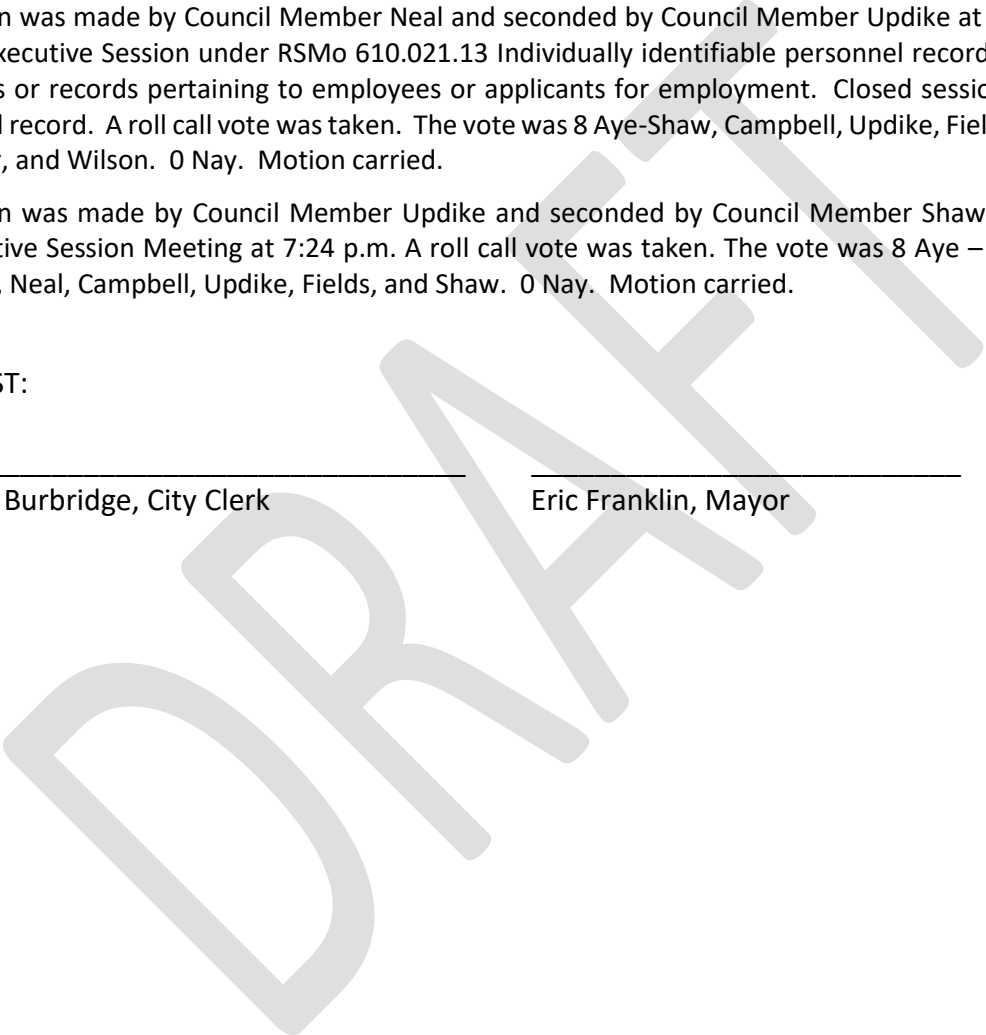
Motion was made by Council Member Neal and seconded by Council Member Updike at 7:09 p.m. to go into Executive Session under RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 8 Aye-Shaw, Campbell, Updike, Fields, Neal, Gerke, Harter, and Wilson. 0 Nay. Motion carried.

Motion was made by Council Member Updike and seconded by Council Member Shaw to adjourn the Executive Session Meeting at 7:24 p.m. A roll call vote was taken. The vote was 8 Aye – Harter, Wilson, Gerke, Neal, Campbell, Updike, Fields, and Shaw. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor





- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, Ward IV

MINUTES
City Council Workshop
4221 Wilson's Creek Blvd.
June 05, 2024 at 10:00 AM

Call Meeting to Order

The work session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by City Administrator David Cameron at 10:00 a.m. Council Members present included Justin Shaw, Garry Wilson, Eric Gerke, Darran Campbell, Brian Fields, Justin Neal, Chris Updike, and Daniel Harter. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Planning Manager Karen Haynes, Fire Chief Duane Compton, Police Chief Brian Sells, Recreation Superintendent Karsen Forbis, Recreation Superintendent Garrett Cline, Sergeant Zach Richards, Office Manager Steffi Weaver, City Clerk Laura Burbridge, Finance Director Bob Ford, Data and Security Supervisor Michael Sallee, Engineer Stefani Fitzpatrick-Duncan, GIS Manager Josh Jones, Associate Planner Patrick Ruiz, BUILDS Associate Jordan Garner, Major Jamie Burks, Engineer Angel Falig, and IT Director Chris Crosby.

Department Introductions

City Administrator David Cameron welcomed everyone to the workshop and had everyone introduce themselves.

Project and Task Updates

City Administrator David Cameron presented the current and future projects within the city.

BDMI Presentation

GIS Manager Josh Jones presented on the BDMI plan and AI use.

Sunshine Law and Legal Updates

City Attorney Megan McCullough provided training on the Charter, Conflict of Interests, and the Sunshine Law.

Lagers L-6

Chief of Staff Lisa Addington and Finance Director Bob Ford presented the proposed plan to transition to an L-6 with Lagers.

Adjournment

City Administrator David Cameron announced we will continue the rest of the workshop at 5:00 p.m. on June 18th, prior to the next Council Meeting. The meeting adjourned at 2:19 p.m.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor





City of Republic

Vendor Audit Report

Item 3.

For Date Range 05/01/2024 - 05/31/2024

Vendor	Added	Added User	Deleted	Deleted User
40005 - Nolan McCain	05/03/2024	SHERRI WOODS		
40006 - Allen Moving LLC	05/06/2024	SHERRI WOODS		
40007 - Scott Hadley	05/08/2024	SHERRI WOODS		
40008 - Republic Towing	05/09/2024	SHERRI WOODS		
40009 - HB Sealing Products Inc	05/13/2024	SHERRI WOODS		
40010 - Michael James	05/14/2024	SHERRI WOODS		
40011 - Michael Kevin McVey	05/14/2024	SHERRI WOODS		
40012 - Larry Bledsoe	05/14/2024	SHERRI WOODS		
40013 - Timothy Schrope	05/14/2024	SHERRI WOODS		
40014 - Sophia Mekenzie Lanter	05/14/2024	SHERRI WOODS		
40015 - Todd Fisher	05/14/2024	SHERRI WOODS		
40016 - Ryan Cargile	05/14/2024	SHERRI WOODS		
40017 - Zachery Cox	05/14/2024	SHERRI WOODS		
40018 - Kris Hatfield	05/14/2024	SHERRI WOODS		
40019 - Mike Denbow	05/17/2024	SHERRI WOODS		
40020 - Granite Defense & Technologies LLC	05/21/2024	SHERRI WOODS		
40021 - Performance Foodservice-Ozarks	05/24/2024	SHERRI WOODS		
9162 - WESTSIDE STONE LLC				

Vendor Count: (18)

AGENDA ITEM ANALYSIS

Project/Issue Name: 24-39 An Ordinance of the City Council Authorizing the Issuance of a Not to Exceed \$50,000,000 Principal Amount Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024; Prescribing the Form and Details of the Bond; and Authorizing Certain Other Actions and Documents in Connection Therewith.

Submitted By: Bob Ford | Finance Director

Date: June 18, 2024

Issue Statement

An Ordinance of the City Council of the City of Republic Authorizing The City Of Republic To Issue \$50,000,000 in Special Obligation Series 2024 Bonds in a private placement to the Department Of Natural Resources, with Issuance Proceeds Used For Required Capital Improvements To The Wastewater System.

Discussion and/or Analysis

After completion of the wastewater Master Plan and the execution of an Abatement Order on Consent (AOC) with MDNR, the City identified a capital program of \$150 million necessary to become compliant and meet capacity requirements of the wastewater system. To meet the requirements of the AOC, the City must eliminate the stormwater bypass no later than April 1, 2025. In addition, new permit limits for phosphorous removal and blended stormwater require that the treatment plant be upgraded and expanded for capacity and capability, collectively referred to as the Wastewater Treatment Plant Project (“WWTP”).

With regards to funding the capital requirements for the WWTP, the City:

- Borrowed \$45.4 million via the Series 2022 tax exempt bonds; and
- Received grant commitments from the Missouri Department of Natural Resources (“MDNR”) for \$50 million.

The current funding deficit for the total capital requirement for the WWTP is approximately \$45 million. As discussed in prior meetings, and as approved by Council, the City applied for \$50 million in additional funding from the SRF administered via the MDNR to complete that last tranche of funding necessary to complete the WWTP.

- SRF funding is offered at a discounted interest rate when compared to market based tax-exempt interest rates for comparable debt amortized over the same period.
 - The debt will be amortized over a 27-year period and the projected interest rate is 30% of the Revenue Bond Index as published in the Bond Buyer most recently prior to the Closing Date, plus a 25-basis point semi-annual administrative fee.
 - The all in interest rate will be set on the Closing Date but will be approximately 1.5% or less, which will save the City approximately \$900K in annual interest expense when compared to debt issued at current market rates.

- As discussed in prior meetings:
 - To meet the SRF application requirements, the City had to demonstrate that the sewer utility rates necessary to fund the debt service were approved by Council, along with an implementation timeline so that the new rate structure was in place in time to fund the incremental debt service. To that end, the necessary rate plan and timeline was approved by Council on February 20, 2024.
 - In a letter dated May 9, 2024, The Missouri Department of Natural Resources' Financial Assistance Center stated that they had "reviewed the User Charge Ordinance, enacted on February 20, 2024, and the Sewer Use Ordinance, enacted on April 16, 2024, for the City of Republic, Missouri and found that the ordinances comply with the State Revolving Fund Program requirements and were approved".

Bond Closing and Required Actions

Finance is currently finalizing the Bond Documents with Gilmore & Bell (our Bond Counsel)

- Documents include this specific Ordinance requiring Council's approval (which fleshes out the Resolution approved by Council on May 21, 2024)
- 1st & 2nd Read will occur at the June 18 Council Meeting – as per the recently passed ordinance allowing for such action.
- SRF Bond documents were/are not final in time for a first read on June 4, 2024
- Burns & McDonald needs to issue Full Notice to Proceed ("FNP") by July 1.
 - If FNP is not issued by July 1, there is risk the cost of the WWTP will increase.
 - Additionally, for Burns & McDonald to issue the FNP, the SRF Loan must be closed.
 - Therefore, Closing Date is currently set for June 25.
- Additionally, this action will be treated as an emergency in this Ordinance Section 1105. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Section 3.10(g) of the City Charter, because certain construction projects for the Project are subject to price increases if the Bonds are not issued on or before June 30, 2024.

Recommended Action

Staff recommends approval.



ORDINANCE NO. 24-39

OF THE

CITY COUNCIL

OF THE

CITY OF REPUBLIC, MISSOURI

PASSED JUNE 18, 2024



AUTHORIZING:

NOT TO EXCEED \$50,000,000

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



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- Exhibit B. Mandatory Sinking Fund Redemption Schedule
- Exhibit C. Escrow Agreement
- Exhibit D. Purchase Agreement

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 PRINCIPAL AMOUNT SPECIAL OBLIGATION BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2024; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

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

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

WHEREAS, the City desires to finance certain improvements to the System (collectively, the “Project”); and

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

WHEREAS, in connection with the Project, the Commission has approved a loan to the City to be made by DNR pursuant to a Purchase Agreement (the “Purchase Agreement”) by and between the City and DNR (the “Loan”); and

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Special Obligation Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2024 (the “Bond”) in the maximum principal amount of \$50,000,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri, to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System and to provide for the payment of the principal of and interest on such special obligation bonds to be payable solely from any legally available revenues of the City annually appropriated by the City Council; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the Bond be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the CWSRF Direct Loan Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Cumulative Principal Amount Outstanding” means the sum of (a) the purchase price of the Bond paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, plus (b) each additional Purchase Price Installment, as notated on the Bond by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

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

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

“Defeasance Securities” means:

- (a) Federal Securities;
- (b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge the Bond pursuant to Article X will cause the discharged Bond to be rated in the highest long-term category by a nationally recognized securities rating agency as designated by DNR; or
- (c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:
 - (i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and
 - (ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:
 - (A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and
 - (B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

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

“Escrow Agreement” means the Escrow Trust Agreement between the City and the Paying Agent, in substantially the form attached hereto as Exhibit C, as supplemented, modified or amended in accordance with its terms, related to the Bond.

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

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

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

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

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

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

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

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

- (1) any portion of the Bond canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) any portion of the Bond for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 901;
- (3) any portion of the Bond in exchange for which, or in lieu of which, another Bond or Bonds have been registered and delivered pursuant to this Ordinance; and
- (4) any portion of the Bond allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means DNR or any assignee, successor or transferee of DNR.

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

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

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

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

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2024.

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

“Repayment Fund” means the fund designated as such and established by Section 401 and Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

“State” means the State of Missouri.

“Stated Maturity” means January 1, 2053, the final maturity date of the Bond; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

“User Charge Ordinance” means, collectively, Title VII, Chapter 705 (Administration), Article 705-I (Utility Billing and Administration), and Title VIII, Chapter 805 (Fee Schedule), Section 805.1 (Utility Administration) of the Municipal Code of the City of Republic, Missouri, as amended by Ordinance No. 24-08 adopted on February 20, 2024, as further amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF THE BOND

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

Section 202. Security for the Bond.

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

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

or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

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

Section 203. Description of the Bond. The Bond consists of one fully-registered bond numbered from R-1, in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bond will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to the Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

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

Section 205. Method and Place of Payment of the Bond.

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

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

(c) Payments of principal on the Bond pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should

verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

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

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

Section 206. Registration, Transfer and Exchange of the Bond.

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

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

(c) For every exchange or transfer of the Bond the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bond.

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

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

Section 207. Execution, Authentication and Delivery of the Bond.

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

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

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

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

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

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

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

Section 209. Cancellation and Destruction of Bonds Upon Payment. Any Bond that has been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bond. The Paying Agent will periodically destroy canceled Bonds. If requested by City, the Paying

Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

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

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

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

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

ARTICLE III

REDEMPTION OF THE BOND

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, the Bond may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on or after the 10th anniversary of the Closing Date, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01). If the Bond is optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions.

(a) The Bond is subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred

prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 27 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 27 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B upon Partial Redemption.

(a) Upon the partial redemption of the Bond pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

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

Section 304. Notice and Effect of Call for Redemption.

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

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

- (1) the redemption date,
- (2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,
- (3) if less than all of the Outstanding Bond is to be redeemed, the identification number, if any, the Stated Maturity and, the principal amount of the Bond to be redeemed,
- (4) a statement that on the redemption date the redemption price will become due and payable upon the Bond or portion of the Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and
- (5) the address of the principal office of the Paying Agent where the Bond must be surrendered for payment of the redemption price.

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

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts.

(a) The City hereby creates a separate account in the treasury of the City, known respectively as the:

- (i) Special Obligation Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2024, Debt Service Account (the “Debt Service Account”); and
- (ii) Sewerage System Depreciation and Replacement Account (the “Depreciation and Replacement Account”).

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

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

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

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

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

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

any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

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

ARTICLE V

APPLICATION OF REVENUES

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

Section 502. Application of Moneys in the Debt Service Account. The City will apply moneys in the Debt Service Account, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund as follows:

(a) to the Interest Account of the Repayment Fund, on September 15, 2024, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bond on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

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

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

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

(b) to the Principal Account of the Repayment Fund, on September 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund

redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 27 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement).

Section 503. Transfer of Funds to Paying Agent. To provide for the timely payments on the Bond when due, the City Administrator or any other officer of the City is authorized and directed to make the payments from the Debt Service Account to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502, in sums sufficient to pay the Bond when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bond are due. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bond or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 505. Depreciation and Replacement Account. Subject to annual appropriation by the City Council and so long as any portion of the Bond remains Outstanding and unpaid, the City shall pay and credit to the Depreciation and Replacement Account the sum of \$71,772.00 each month, commencing on the first day of the month following the issuance of the Bond. Moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof.

ARTICLE VI

INVESTMENT OF MONEYS

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

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

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

Section 701. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 702. Annual Audit.

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

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

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

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

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801. Events of Default. If (a) the City fails to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the City Council or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 802. Remedies. The provisions of this Ordinance constitute a contract between the City and the Owner of the Bond. The Owners of not less than 10% in principal amount of the Bond at the time Outstanding have the right for the equal benefit and protection of all Owners of the Bond similarly situated:

- (a) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;
- (b) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bond.

Section 803. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 804. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bond will be restored to their former positions and rights under this Ordinance.

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

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

ARTICLE IX

DEFEASANCE

Section 901. Defeasance. When the Bond has been paid and discharged, then the requirements contained in this Ordinance and all rights granted hereby shall terminate. The Bond shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have

been deposited with the Paying Agent or other bank or trust company located in the State of Missouri, at or prior to Stated Maturity or redemption date of said Bond, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the Bond on the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bond shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bond; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at their Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) to the effect that the conditions for the defeasance of the Bond pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at the Stated Maturity or upon redemption, a written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging the Bond shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bond, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE X

AMENDMENTS

Section 1001. Amendments.

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

(b) No amendment will be effective until (i) the City has delivered to the Owner and the Paying Agent an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) stating that the amendment is permitted by this Ordinance, the City's Charter, the Constitution and laws of the State, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Further Authority. The officers of the City, including the Mayor, the City Administrator and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The

execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1102. Electronic Transactions. The transactions described in this Ordinance and the Bond may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1103. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1104. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1105. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Section 3.10(g) of the City Charter, because certain construction contracts for the Project are subject to price increases if the Bond is not issued on or before June 30, 2024.

Section 1106. Effective Date. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 18th day of June, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

EXHIBIT A
FORM OF BOND

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

Registered
No. R-1

Registered
Not to exceed \$50,000,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF REPUBLIC, MISSOURI

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

<u>Closing Date</u>	<u>Interest Rate</u>	<u>Stated Maturity</u> [†]
		January 1, 2053

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED FIFTY MILLION DOLLARS

The CITY OF REPUBLIC, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2025 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

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

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

Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated “Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024” (the “Bond”), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the “System”), under the authority of and in full compliance with provisions of the City’s Charter, the Constitution and laws of the State, and an ordinance duly passed by the City Council of the City (the “Ordinance”).

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

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

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

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

The Bond is issuable in the form of one fully-registered bond in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (an “Authorized Denomination”).

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner’s duly authorized agent, and thereupon a new

Bond or Bonds in any Authorized Denomination, with the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

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

[Remainder of Page Intentionally Left Blank]

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law.

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

(SEAL)

CITY OF REPUBLIC, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND REDEMPTIONS

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

ASSIGNMENT

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

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

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

Dated: _____.

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

Medallion Signature Guarantee:

[Empty rectangular box for Medallion Signature Guarantee]

SCHEDULE A

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

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

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

⁽¹⁾ Date constitutes date of registration with respect to such portion of the Bond. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

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

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
January 1, 2027	\$729,000	January 1, 2040	\$ 933,000
July 1, 2027	736,000	July 1, 2040	942,000
January 1, 2028	743,000	January 1, 2041	951,000
July 1, 2028	750,000	July 1, 2041	960,000
January 1, 2029	757,000	January 1, 2042	970,000
July 1, 2029	765,000	July 1, 2042	979,000
January 1, 2030	772,000	January 1, 2043	988,000
July 1, 2030	779,000	July 1, 2043	998,000
January 1, 2031	787,000	January 1, 2044	1,007,000
July 1, 2031	794,000	July 1, 2044	1,017,000
January 1, 2032	802,000	January 1, 2045	1,027,000
July 1, 2032	809,000	July 1, 2045	1,036,000
January 1, 2033	817,000	January 1, 2046	1,046,000
July 1, 2033	825,000	July 1, 2046	1,056,000
January 1, 2034	833,000	January 1, 2047	1,066,000
July 1, 2034	841,000	July 1, 2047	1,077,000
January 1, 2035	849,000	January 1, 2048	1,087,000
July 1, 2035	857,000	July 1, 2048	1,097,000
January 1, 2036	865,000	January 1, 2049	1,108,000
July 1, 2036	873,000	July 1, 2049	1,118,000
January 1, 2037	882,000	January 1, 2050	1,129,000
July 1, 2037	890,000	July 1, 2050	1,140,000
January 1, 2038	899,000	January 1, 2051	1,151,000
July 1, 2038	907,000	July 1, 2051	1,162,000
January 1, 2039	916,000	January 1, 2052	1,173,000
July 1, 2039	925,000	July 1, 2052	1,184,000
		January 1, 2053 [†]	1,196,000

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

EXHIBIT C
ESCROW AGREEMENT

EXHIBIT D
PURCHASE AGREEMENT

GILMORE & BELL, P.C.
DRAFT – JUNE 3, 2024
FOR DISCUSSION PURPOSES ONLY

ESCROW TRUST AGREEMENT

Dated as of June 1, 2024

by and between the
CITY OF REPUBLIC, MISSOURI

and

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

relating to

NOT TO EXCEED \$50,000,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE
CITY OF REPUBLIC, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of June 1, 2024, between the CITY OF REPUBLIC, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “Participant”), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the “Paying Agent”). *Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.*

RECITALS

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

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of June 1, 2024 (the “Purchase Agreement”) between the Participant and DNR (the “Loan”).

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

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

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

AGREEMENT

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

“Account” means any of the accounts established by Section 4.

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

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

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

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

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

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

“Fund” means any of the funds established by Section 4.

“Interest Account” means the Interest Account established within the Repayment Fund.

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

“Paying Agent’s Fee” means (i) an initial one-time fee of \$1,000 payable on the date of issuance of the Bond, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Business Day preceding each January 1 and July 1 (but not less than \$525), for the Paying Agent’s fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as the paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears within 30 days after receipt of a statement from the Paying Agent, in accordance with Section 211 of the Ordinance.

“Principal Account” means the Principal Account established within the Repayment Fund.

“Quarterly Payment” means each quarterly payment to be made by the Participant to the Paying Agent under Section 502 of the Ordinance.

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

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement and the Purchase Agreement (other than the execution of this Agreement, the Purchase Agreement and any amendments thereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement and the Purchase Agreement.

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

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

- (a) the Debt Service Fund;
- (b) the Construction Fund;
- (c) the Repayment Fund, consisting of a Principal Account and an Interest Account; and
- (d) the Administrative Expense Fund.

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of \$384,500.00 will be deposited by the Paying Agent as follows: (i) \$0.00 in the Construction Fund; and (ii) \$384,500.00 in the Administrative Expense Fund.

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

Section 6. Debt Service Fund.

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

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

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

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

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

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

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

Section 7. Construction Fund.

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

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

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

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

Section 8. Repayment Fund.

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

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

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

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

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

(c) If the first transfer in accordance with clause (b)(i) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the date set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement, which shall be the first day of the month that is not more than 27 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 211 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The balance of the

amount deposited pursuant to Section 5(a)(ii), the Master Trust Bonds Expense, will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

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

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term “net earnings” means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

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

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

- (a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement. The Paying Agent will exercise such of the rights

and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

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

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

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

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

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

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

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to

the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

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

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

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

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

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

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the "Anti-Boycott Act"), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this Escrow Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling

of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

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

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

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

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

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

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation

from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

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

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

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

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

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

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or

corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than \$100,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than \$100,000,000, and (iii) has assets under corporate trust management of not less than \$500,000,000.

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

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

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

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

DNR:

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

Paying Agent:

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

Participant:

City of Republic, Missouri
213 North Main Avenue
Republic, Missouri 65738
Attention: Mayor

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF REPUBLIC, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

GILMORE & BELL, P.C.
DRAFT – JUNE 3, 2024
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of June 1, 2024

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF REPUBLIC, MISSOURI

relating to

NOT TO EXCEED \$50,000,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE

CITY OF REPUBLIC, MISSOURI

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- Exhibit A. Form of Requisition
- Exhibit B. Federal Requirements
- Exhibit C. Initial Form of Annual Compliance Checklist
- Exhibit D. Authority’s Tax Compliance Procedure

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of June 1, 2024, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF REPUBLIC, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “Participant”). *Terms not otherwise defined in the Recitals or Section 1.1 of this Agreement have the meanings set forth in the below-defined Ordinance.*

RECITALS

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

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”).

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

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

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of June 1, 2024 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

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

AGREEMENT

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

“CFR” means the Code of Federal Regulations.

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

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

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

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

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

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of June 1, 2024, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

“Event of Default” means an “Event of Default” as defined in Article VII.

“Federal Act” means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

“Fiscal Year” means the fiscal year of the Participant, currently January 1 through December 31.

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

“Governing Body” means the Participant’s City Council.

“Ineligible Costs” means Project Costs that are not Eligible Costs.

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

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

“Local Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged by the Participant and approved by a written instrument from DNR to the Participant and the Paying Agent.

“Master Trust Agreement” means the Amended and Restated Master Trust Agreement dated as of December 1, 2020, between the Authority and the Master Trustee, as amended, supplemented or restated from time to time.

“Master Trust Bonds” means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

“Master Trust Bonds Expense” means the amount of \$300,000.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

“Master Trustee” means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

“Maximum Principal Amount” means \$50,000,000.

“Ordinance” means the ordinance of the Participant, passed on June 18, 2024, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

“Program Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged on behalf of DNR in connection with the CWSRF Direct Loan Program.

“Project” means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

The Project provides improvements to the treatment plant to replace aging equipment, increase treatment for anticipated effluent limits, and increase treatment capacity. Upgrades include the following: construction of a new influent pump station and headworks building, grit removal, fine screening, biological treatment basins, a chemical feed system, membrane bioreactors, Waste-Activated Sludge/Return-Activated Sludge pumping, aerobic digester improvements, an equalization basin, centrifuge dewatering system, Supervisory Control and Data Acquisition upgrades, backup generators, and a new administration building. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project further includes all changes agreed to in writing by the Participant and DNR.

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

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

<u>Event</u>	<u>Projected Date (month/year)</u>
Advertising for bids (RFQ)	June 2020
Bid opening (RFQ)	July 2020
Construction contract executed (Design Build)	February 2024
Initiation of Operations	October 2026
Construction completion	December 2026
Project completion	December 2026

“Regulations” means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

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

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

“State” means the State of Missouri.

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

“User Charge Ordinance” means, collectively, Title VII, Chapter 705 (Administration), Article 705-I (Utility Billing and Administration), and Title VIII, Chapter 805 (Fee Schedule), Section 805.1 (Utility Administration) of the Municipal Code of the City of Republic, Missouri, as amended by Ordinance No. 24-08 adopted on February 20, 2024, as further amended, supplemented or replaced.

Section 1.2 Interpretation.

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

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

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

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

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

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

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

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

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

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a home rule constitutional charter city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement, the Escrow Agreement, to issue the Bond, to pledge, subject to annual appropriation, the sources for repayment of the Loan and the Bond under this Agreement, the Ordinance and the Bond, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant’s Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Escrow Agreement, the Bond, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws

affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

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

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant's application for participation in the CWSRF Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the CWSRF Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant currently intends, subject to annual appropriation by the Governing Body of the Participant, to use capital improvement sales tax revenues and a system of service rates, fees and charges or other sources of revenue established under User Charge Ordinance for repayment of the Loan. Following appropriation by the Governing Body of the Participant, the Participant will have a dedicated revenue source for the repayment of the Loan.

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

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

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

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

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

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

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

(m) Disadvantaged Business Enterprises (“DBEs”).

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

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

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

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

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

(2) The “six good faith efforts” are:

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

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

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

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

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

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

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

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

pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

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

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

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

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

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

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

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

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

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

(v) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

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

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

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

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

(w) Records and Accounts; Audits.

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

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

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

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

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

(iv) If notified by DNR, the Participant will comply with OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, if the Participant expends during any Fiscal Year an aggregate amount of \$1,000,000 or more of federal assistance (1) under the SRF Program and (2) from other federal sources.

(A) A copy of the Participant’s annual audit, including the written comments and recommendations of the Participant’s auditor, will be furnished to DNR within the time period provided in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the SRF Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(x) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(y) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(z) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

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

(bb) Signage - Enhancing Public Awareness. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the CWSRF Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the CWSRF Direct Loan Program.

(c) DNR commits to fund the Loan from one or more of the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

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

- (iii) any available proceeds from the sale of Master Trust Bonds issued by the Authority designated as “Leveraged Bonds” (as defined in the Master Trust Agreement); and/or
 - (iv) The Water and Wastewater Loan Revolving Fund.
- (d) This Loan has not been designated as a “federal equivalency project.”
- (e) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

- (a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant’s Governing Body showing the passage of the Ordinance;
- (b) to the Paying Agent, the executed Bond in the maximum principal amount of \$50,000,000, to be authenticated by the Paying Agent and held by the Paying Agent in trust on behalf of the Owner;
- (c) to DNR and the Paying Agent, an executed counterpart of this Agreement and the Escrow Agreement;
- (d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and
- (e) a signed copy of the opinion of Local Bond Counsel to the effect that the execution and delivery of this Agreement, the Escrow Agreement and the Bond have been duly authorized by the Participant; this Agreement, the Escrow Agreement and the Bond have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bond is a valid and binding special, limited obligation of the Participant payable as to both principal and interest from funds annually appropriated by the Participant from sources available for such purpose. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of \$50,000,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bond.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

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

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

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

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

Section 3.4 Completion of Project and Initiation of Operations.

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

(b) If the date of Initiation of Operations, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 27 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund

Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Principal Payment Date not more than 27 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

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

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

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

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

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

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

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

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

Section 4.2 Additional Payments. The Participant will be responsible for payment of all Costs of Issuance. In addition, the Participant will pay the Administrative Fee and the Paying Agent’s fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bond as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bond and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

"Annual Compliance Checklist" means a questionnaire and/or checklist, initially in the form set forth in Exhibit C, that is completed and executed each year by an authorized officer of the Participant in compliance with the Authority's Tax Compliance Procedure.

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

"Authority Bond Compliance Officer" means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

"Bond Transcript" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bond.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending July 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Final Written Allocation" means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.9.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bond as described in this Agreement. If there is more than one "Project" described in the definition of "Project" in Article I, for this Article V "Financed Facility" means the Bond-financed portion of each "Project" described in Article I.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bond. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"Issue Date" means the date of issuance of the Bond, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments exceed the lesser of \$50,000 or 5% of the Maximum Principal Amount.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is

placed in service and ending on the earlier of (i) the final maturity date of the Bond or (ii) the expected economic useful life of the property.

“Non-Qualified User” means a person other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Local Bond Counsel, Program Bond Counsel or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing acceptable to the Authority.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bond, the use of the Financed Facility and the investment of gross proceeds of the Bond after the Issue Date.

“Qualified User” means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term “Qualified User” does not include the United States of America or any agency or instrumentality thereof.

“Tax Compliance Procedure” means the Authority’s State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Bond is being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bond are primarily within its control and that substantially all of the net proceeds of the Bond will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the CWSRF Direct Loan Program by the purchase of the Bond and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for the Bond. The Bond is being issued for the purpose of providing funds to pay the costs of the Financed Facility.

Section 5.4 Proceeds of the Bond; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bond will be \$50,000,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$384,500.00, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant’s due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bond disbursed from time to time pursuant to this Agreement, the Participant will allocate \$52,728,800 from other sources to pay a portion of the costs of the Project.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the

Financed Facility, in a manner that would cause any Bond to be a “private activity bond” as defined in Code § 141.

(b) *Use of Financed Facility.* The Bond proceeds will be used to finance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bond will be used in a manner that constitutes a “private business use” during the Measurement Period. In making the foregoing representations, the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bond; (iii) the term “private business use” generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User’s use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment.* The payment of principal and interest on the Bond will not be (under the terms of the Bond or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any “impermissible agreement” with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use revenues derived from the operation of the Financed Facility to pay the debt service on the Bond. All revenues will be derived from rates, fees and charges that are generally applicable and uniformly applied, and that do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bond will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bond so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees.* The Participant will not take any action or permit any action to be taken that would cause the Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(f) *Management Contracts.* The Participant has not entered into any “Management Contract” (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term “Management Contract” is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely

incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases.* The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

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

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

Section 5.8 Reimbursement of Expenditures. The Ordinance constitutes the Participant's declaration of its intent to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript. No portion of the net proceeds of the Bond will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final Written Allocation of the application of proceeds of the Bond to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel. However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to the Authority and DNR.

Section 5.10 Hedge Bond. The Participant expects that at least 85% of the net sale proceeds of the Bond will be used to carry out the governmental purpose of the Bond within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

- (1) documentation evidencing the expenditure of the Bond in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;
- (2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and
- (3) documentation evidencing all sources of payment or security for the Bond.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bond or (ii) any obligation issued to refund the Bond. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may, in its sole discretion, assign the Bond and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Program, to secure Master Trust Bonds or otherwise.

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

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least

equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bond in accordance with the provisions governing redemption of the Bond in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bond (regardless of the amount of the disposition proceeds). If the Bond are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an “Event of Default” under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the Participant’s Governing Body;

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

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

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

(e) the Participant generally fails to pay its debts as they become due; provided, however, that failure by the Participant to pay any obligation that is subject to annual appropriation by the Participant’s Governing Body shall not be considered an “Event of Default” under this Agreement unless moneys have been duly appropriated therefor by the Participant’s Governing Body.

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

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

Section 7.4 Attorneys' Fees and Other Expenses.

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

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

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied *first*, to pay interest on the Bond then due and payable, *second*, to pay principal on the Bond then due and payable, *third*, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and *fourth*, to pay any other amounts due and payable under this Agreement and the Escrow Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

“Beneficial Owner” means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

“Dissemination Agent” means the Master Trustee.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Material Participant” means, subject to Section 8.1(d), the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds; and

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bond or the System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bond, or other material events affecting the tax status of the Bond or Master Trust Bonds, proceeds of which have been allocated to the Bond;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bond, if material;
- (11) rating changes;

- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
- (13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

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

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

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

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

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

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bond under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, teletype or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Republic, Missouri
213 North Main Avenue
Republic, Missouri 65738
Attention: Mayor

DNR:

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

Paying Agent:

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

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

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, teletypes, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

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

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF REPUBLIC, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 44-6000250

EXHIBIT A

FORM OF REQUISITION

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

RECIPIENT ORGANIZATION:
CITY OF REPUBLIC
204 N MAIN STREET
REPUBLIC, MO 65738

FUNDING PROGRAM: Clean Water
FUNDING TYPE: Loan
PROJECT NUMBER: C295903-05

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

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

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

FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE	BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED	CC.
	EE. AMOUNT PAYABLE TO RECIPIENT _____	EE.

CERTIFICATION:

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

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

RECIPIENT:

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

Office Use Only DNR REVIEWER:

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

CONTINUATION PAGE

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

PAGE _____ OF _____

RECIPIENT ORGANIZATION:
CITY OF REPUBLIC

PAYMENT REQUEST NUMBER: _____
PROJECT NUMBER: C295903-05

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

EXHIBIT B
FEDERAL REQUIREMENTS^{1,2}

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

¹ As of February 2024

² Treatment Works only

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
Coastal Barriers Resources Act	16 U.S.C. 3501 et seq. PL 97-348	Yes	-
Coastal Zone Management Act	16 U.S.C. 1451 et seq. PL 92-583	Yes	-
Endangered Species Act	16 U.S.C. 1531 et seq. PL 93-205	Yes	-
Farmland Protection Policy Act	7 U.S.C. 4201 et seq. PL 97-98	Yes	-
Floodplain Management - E.O. 11988 (1997) as amended by E.O. 13690 (2015)		Yes	-
Magnuson-Stevens Fishery Conservation Management Act	16 U.S.C. 1801 et seq. PL 94-265	Yes	-
National Historic Preservation Act (NHPA)	54 U.S.C. 300101 et seq. PL 89-655	Yes	-
Sole Source Aquifer, Section 1424(e) of SDWA	42 U.S.C. 300j-3e	Yes	-
Wetlands Protection E.O. 11990 (1977) as amended by E.O. 12608 (1987)		Yes	-
Wild and Scenic Rivers Act	16 U.S.C. 1271 et seq. PL 90-54	Yes	-
<u>Super Crosscutters: Social Policy</u>			
Civil Rights Laws: The Age Discrimination Act of 1975	42 U.S.C. 6102 et seq.	Yes	Yes
Civil Rights Laws: §13 of Federal Water Pollution Control Act Amendments of 1972 (<i>CWSRF only</i>)	33 U.S.C. 1251 et seq. PL 92-500	Yes	Yes
Civil Rights Laws: §504 of Rehabilitation Act of 1973	29 U.S.C. 794 PL 93-112	Yes	Yes
Civil Rights Laws: Civil Rights Act of 1964, Title VI	42 U.S.C. 2000d et seq. PL 88-352	Yes	Yes

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
<u>Crosscutters: Social Policy Authorities</u>			
Equal Employment Opportunity E.O. 11246 (1965)		Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-
<u>Crosscutters: Economic & Misc. Authorities</u>			
Administration of CAA (§306) & CWA (§508) with respect to Federal contracts, grants, or loans: E.O. 11738 (1973)	42 U.S.C. 7606 et seq. 33 U.S.C. 1368 et seq.	Yes	-
Build America, Buy America Act (BABA)	PL 117-58, §§ 70901-70927	Yes	-
Federal Funding Accountability and Transparency Act (FAFTA)	PL 109-282	Yes	-
Intergovernmental Review: Demonstration Cities and Metropolitan Development Act	42 U.S.C. 3331 et seq. PL 89-754	Yes	-
Intergovernmental Review: Intergovernmental Cooperation Act of 1968	42 U.S.C. 4201 et seq.	Yes	-
Intergovernmental Review: E.O. 12372, as amended (1983)	40 CFR Part 29	Yes	-
Prohibition on Certain Telecom and Video Surveillance Services/Equipment (National Defense Authorization Act)	2 CFR 200.216 PL 115-232 §889	Yes	-
Debarment and Suspension E.O. 12549 (1986)	2 CFR Part 180 2 CFR Part 1532	Yes	-
Uniform Grant Guidance Subaward Procurement and Monitoring (<i>Grants only</i>)	2 CFR 200.317-327 2 CFR 200.331-333	Yes	Yes

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)	42 U.S.C. 4601 et seq.40 CFR Part 449 CFR Part 24PL 91-646	Yes	-
Water Supply Cost Savings Self-Certification (<i>DWSRF only</i>)	42 U.S.C. 300j-3d(b)	Yes	-

* * *

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Republic, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C295903-05
Name of bonds ("Bonds") evidencing the SRF Loan:	Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024
Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan):	[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]
Closing Date of SRF Loan:	June 25, 2024
Date Project was completed and was first used:	
Written Name of Person Completing this Questionnaire:	

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

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

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

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

Name of Person Completing Questionnaire: _____

Date: _____

EXHIBIT D
AUTHORITY'S TAX COMPLIANCE PROCEDURE

**STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY**

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

Dated as of July 25, 2013

July 25, 2013

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

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STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

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

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

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

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

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

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

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

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

Section 3.2. Training.

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

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

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

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

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

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

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

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

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

Section 5.2. Prior to Issuance of Participant Loan.

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

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

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

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

Section 5.4. Participant Annual Compliance Checklists; Reviews.

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

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

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

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

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

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

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

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

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

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

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

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

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

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

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

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

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

Section 7.4. Final Allocation of Bond Proceeds.

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

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

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

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

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

ARTICLE VIII

ONGOING MONITORING PROCEDURES

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

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

ADOPTED BY THE AUTHORITY
July 25, 2013

**EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE
LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE¹**

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020A	3/18/2020	1/1/2024	74,110,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

A-1

¹ As of June 25, 2024.

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

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)**

Name of tax-exempt bonds (“Bonds”):	_____
Issue Date of Bonds:	_____
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1 Receipt of Participant Annual Compliance Checklists	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File. If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority’s legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Participant Final Written Allocation	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes”, include a copy of the final Participant Requisition in the Tax-Exempt Bond File. If “No”, contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant’s Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.	
3 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____
Date Completed: _____

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

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)**

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

Item	Question	Response
1 Ownership	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Leases and Other Rights to Possession	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Participant Bond Compliance Officer: _____

Date: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of The Hills of Olde Savannah 1st Addition. The associated Preliminary Plat was approved by City Council as Olde Savannah Phase 4 on June 21, 2022.

Discussion and/or Analysis

The Final Plat of The Hills of Olde Savannah 1st Addition will legally divide approximately three point three-nine (3.39) acres of land into fifteen (15) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 763 linear feet of new street and 923 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for The Hills of Olde Savannah 1st Addition and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of The Hills of Olde Savannah 1st Addition.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE HILLS OF OLDE SAVANNAH
FIRST ADDITION**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about June 13, 2022, via Resolution 22-R-29, the Council approved the Preliminary Plat for Phase 4 of the Olde Savannah Subdivision; and

WHEREAS, Olde Savannah, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of The Hills of Olde Savannah Subdivision First Addition, a part of Phase 4 of the subdivision (hereafter, “First Addition”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the First Addition and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of The Hills of Olde Savannah Subdivision First Addition have been met.
- Section 2:** The Final Plat of The Hills of Olde Savannah Subdivision First Addition, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of The Hills of Olde Savannah Subdivision First Addition is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in The Hills of Olde Savannah Subdivision First Addition shall commence until the Final Plat of The Hills of Olde Savannah Subdivision First Addition has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT

THE HILLS AT OLDE SAVANNAH, FIRST ADDITION

PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28, RANGE 23 REPUBLIC, GREENE COUNTY, MISSOURI

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

GENERAL NOTES:

- TOTAL AREA: 147,649 SQ FT = 3.39 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 15
- SMALLEST LOTS: LOT #1 (7,273 SQ.FT.)
- LARGEST LOT: LOT 78 (13,590 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: JUNE 13, 2022
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 22890-21 AND BOOK 2022 PAGE 39227-22
- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 5'
SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF MACON ST.
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89 OR WILLIAMSBURG WALK
- ALL CURVED LOT LINES WITHIN THE SUBDIVISION ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.
- THE SURVEY SHOWN HEREIN IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

CERTIFICATE OF TAXES PAID:

THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.

881728300180
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

OWNER'S DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, LLC HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED. UPON THE RECORDING OF THIS PLAT, THE LAND HEREIN DESCRIBED SHALL BE KNOWN AS THE HILLS AT OLDE SAVANNAH, FIRST ADDITION

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
)SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN _____ COUNTY, MISSOURI.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 450.68 FEET; THENCE SOUTH 87°53'30" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF FARM ROAD 89, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 02°07'02" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 49.57 FEET; THENCE NORTHEASTERLY A DISTANCE OF 280.36 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 360.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°25'09" EAST, 273.33 FEET; THENCE NORTH 46°43'48" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 26.30 FEET TO THE SOUTHERLY RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE NORTH 89°22'44" EAST, ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 36.78 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 441.85 FEET, ALONG THE SOUTH LINE OF SAID RIGHT OF WAY AND ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 68°52'12" EAST, 433.13 FEET; THENCE SOUTH 01°21'06" WEST, A DISTANCE OF 150 FEET; THENCE NORTHWESTERLY A DISTANCE OF 17.65 FEET ALONG A 790.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°00'30" WEST, 17.65 FEET; THENCE SOUTH 02°37'55" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 84°49'44" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 79°45'01" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 74°40'19" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 69°53'08" WEST, A DISTANCE OF 76.09 FEET; THENCE NORTH 75°25'56" WEST, A DISTANCE OF 66.49 FEET; THENCE NORTH 88°50'32" WEST, A DISTANCE OF 181.02 FEET TO THE POINT OF BEGINNING; EXCEPTING ANY PART THEREOF TAKEN, USED OR DEEDED.

CONTAINING 147,649 SQUARE FEET OR 3.39 ACRES

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF THE HILLS AT OLDE SAVANNAH, FIRST ADDITION, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2024.

CITY CLERK

DATE

CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 2024, THE FINAL PLAT OF THE HILLS AT OLDE SAVANNAH, FIRST ADDITION, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	267.11	765.00	20.01	S78° 38' 44"E	265.76
C2	13.62	15.00	52.02	S42° 37' 57"E	13.16
C3	13.62	15.00	52.02	S85° 20' 51"W	13.16
C4	247.87	50.00	284.04	S21° 21' 27"W	61.54

Line Table

Line #	Length	Direction
L1	152.23	N68° 38' 33.21"W

SURVEYOR'S DECLARATION:

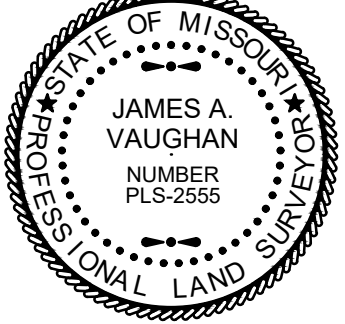
THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE PERMANENT MONUMENT AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JAMES A. VAUGHAN P.L.S. NO. 2555 IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC

DATE PREPARED: MARCH 20th, 2024

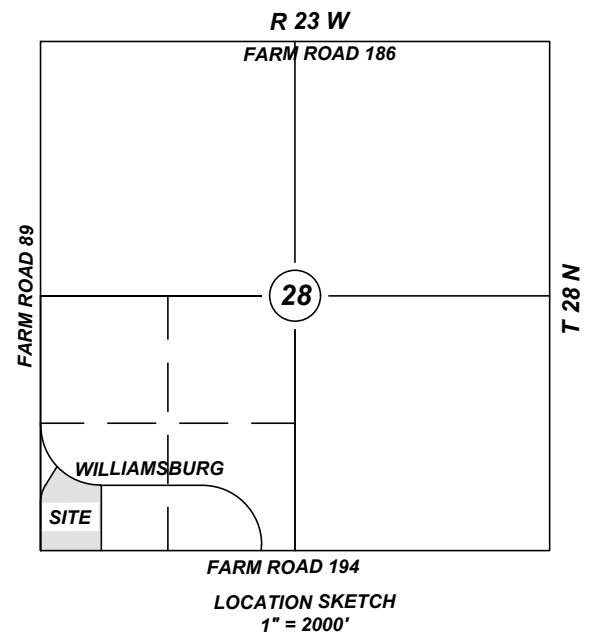
SIGNATURE: _____ MO PLS NO. 2555

DATE: _____

No.:	Revision:	Date:
FINAL PLAT THE HILLS AT OLDE SAVANNAH, FIRST ADDITION		
SW1/4 SW1/4 SEC 28, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI		
SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=60'
DATE 03/20/2024	DRAWN CJW	VERT. N/A
DWG	CHECKED CJW	SHEET 1 OF 1 SHEETS FILE NO. 21151

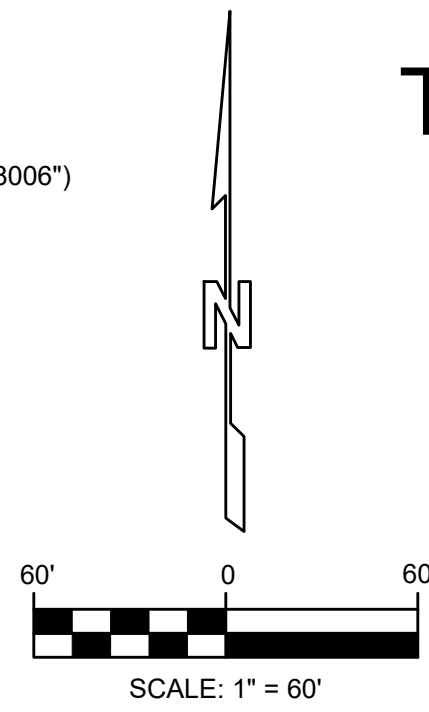


Prepared by:
CJW
JAMES A. VAUGHAN
NUMBER PLS-2555
5051 S. National Suite 7A Springfield, MO 65810
Tel: 417.889.3400 Fax: 417.889.3402
www.GoCJW.com

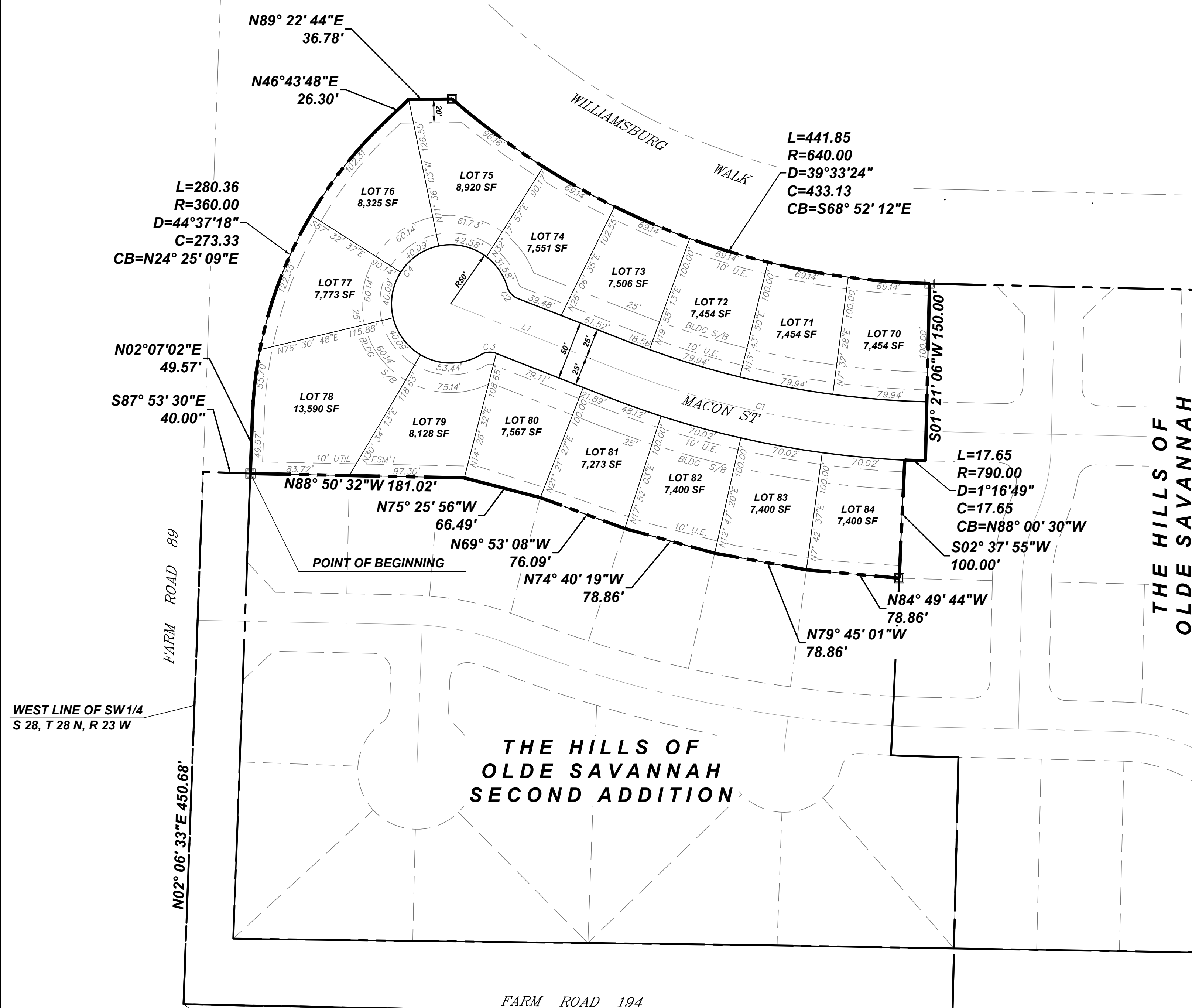


LEGEND

- EXISTING IRON PIN
- 5/8" IRON PIN (SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008006" (SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED))
- PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"



GRID NORTH MISSOURI STATE PLAN COORDINATE SYSTEM 1983: CENTRAL ZONE



POINT OF COMMENCING SW CORNER SW1/4 SEC. 28, TWP. 28N, RNG. 23W

Owner/Applicant
 Olde Savannah LLC

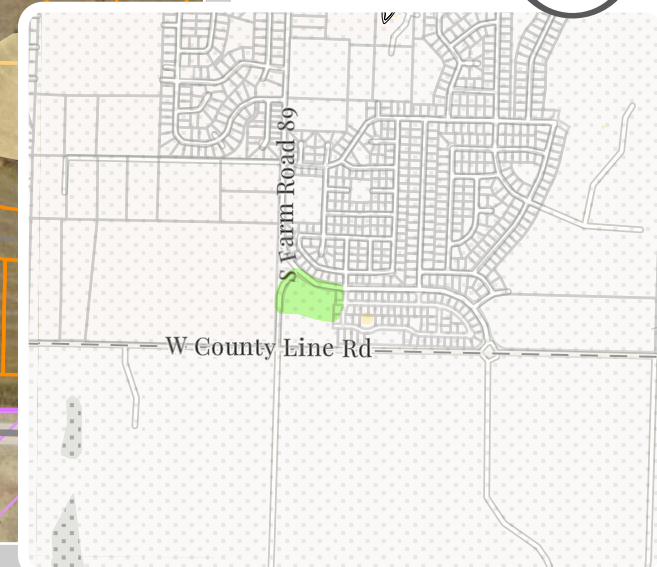
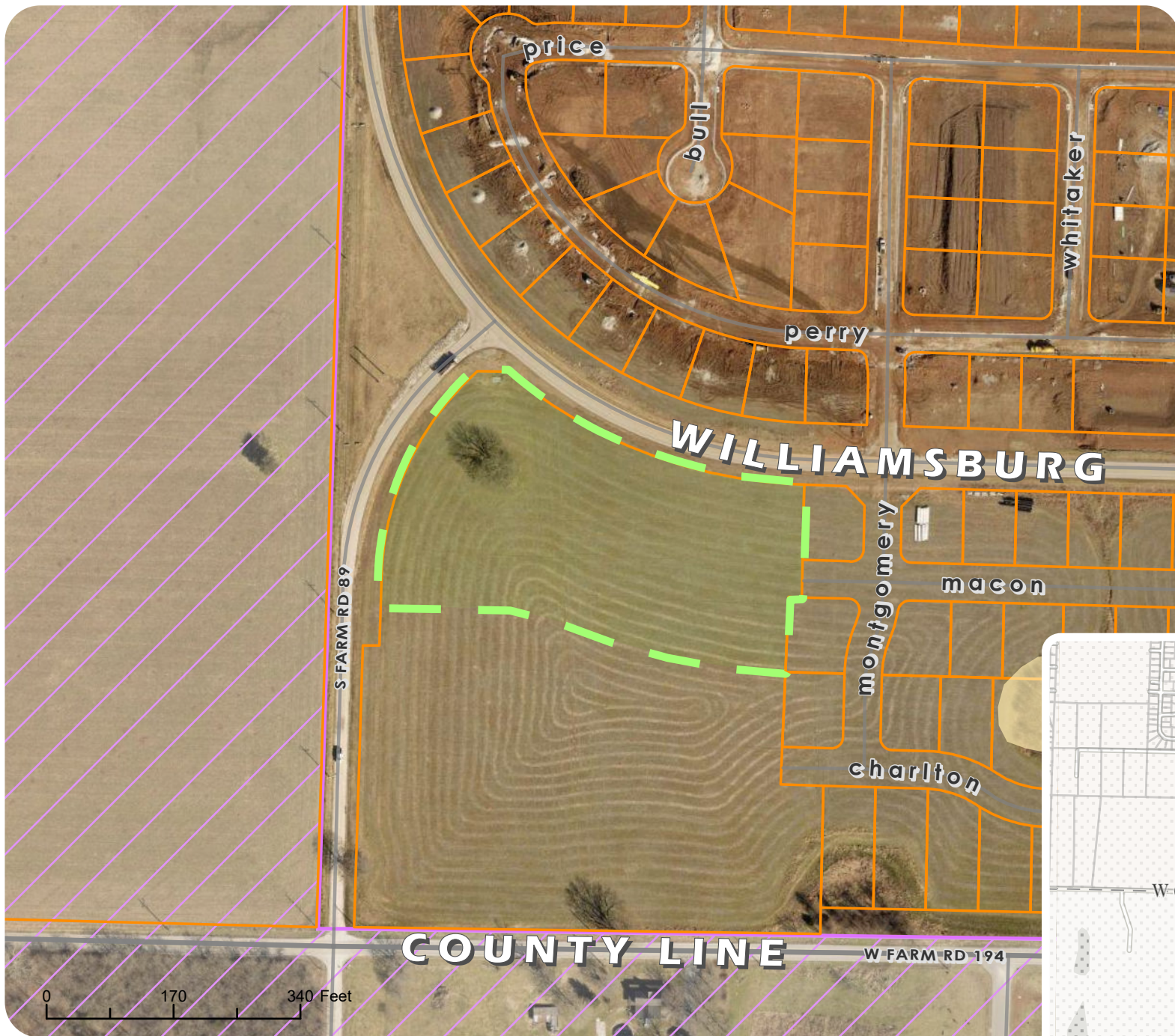
ADDRESS
 S Farm Road 89

ZONING
 R1-H

PIN
 1728300435

WARD
 3

ACREAGE
 3.39



0 170 340 Feet

THE HILLS OF OLDE SAVANNAH 1ST ADDITION
SUBD-FNL 24-002 | FINAL PLAT

Site Extent **Sinkholes**
Out of City **Floodplain**



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.
Submitted By: Chris Tabor, BUILDS Department Principal Planner
Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Little Apple Investment Property LLC for the Final Plat of Oakwood Heights 2nd Addition. The associated Preliminary Plat was approved by City Council as Oakwood Heights 2nd Addition on April 11, 2023.

Discussion and/or Analysis

The Final Plat of Oakwood Heights 2nd Addition will legally divide approximately two point nine-seven (2.97) acres of land into three (3) lots zoned Multi-Family Residential (R-3). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 208 linear feet of new street and 1,092 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Oakwood Heights 2nd Addition and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of Oakwood Heights 2nd Addition.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF OAKWOOD HEIGHTS SECOND ADDITION

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about April 11, 2023, via Resolution 23-R-25, the Council approved the Preliminary Plat for the Oakwood Heights Second Addition (“Oakwood Second Addition Subdivision”); and

WHEREAS, Little Apple Investment Property, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the proposed Final Plat of Oakwood Heights Second Addition; and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Oakwood Second Addition Subdivision, and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Oakwood Heights Second Addition have been met.
- Section 2:** The Final Plat of Oakwood Heights Second Addition, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of Oakwood Heights Second Addition is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in Oakwood Heights Second Addition shall commence until the Final Plat of Oakwood Heights Second Addition has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

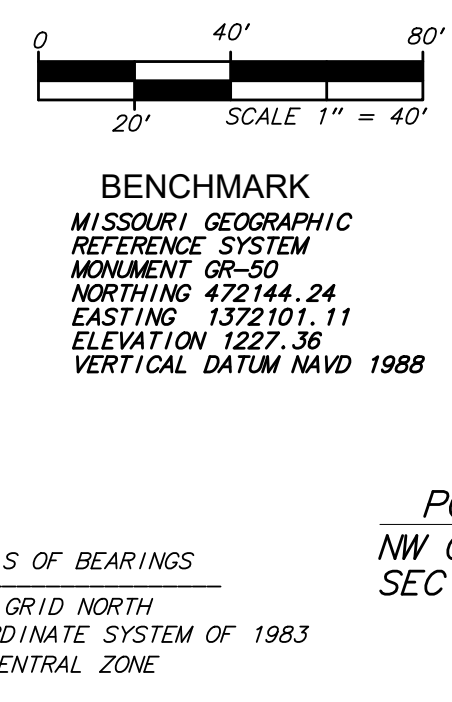
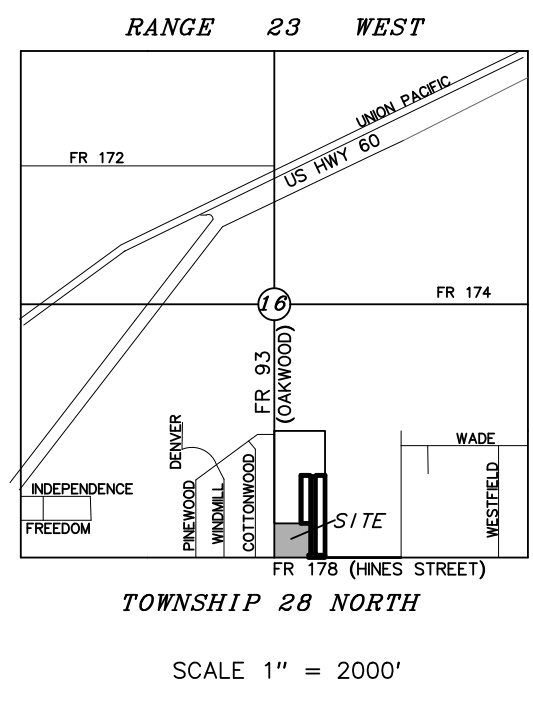
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



OWNER
 LITTLE APPLE INVESTMENT
 PROPERTY LLC
 KENNETH APPLEBERRY
 ROUTE 2 BOX 2755
 SEYMOUR MO 65746
 417-840-8445
 Bapplebert@aol.com

FINAL PLAT
OAKWOOD HEIGHTS 2ND ADDITION
 A PART OF THE SW 1/4 OF THE SE 1/4 OF
 SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST
 REPUBLIC, GREENE COUNTY, MISSOURI

TOTAL LINEAR FEET OF ROAD = 280 L.F.
 TOTAL LINEAR FEET OF SIDEWALK = 1092 L.F.

PROPERTY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°33'57" WEST ALONG THE NORTH RIGHT OF WAY LINE OF HINES STREET A DISTANCE OF 348.70 FEET TO A POINT FOR CORNER; THENCE NORTH 02°07'24" EAST ALONG THE EAST RIGHT OF WAY LINE OF OAKWOOD AVENUE A DISTANCE OF 344.04 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°56'51" EAST A DISTANCE OF 376.59 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°58'53" WEST A DISTANCE OF 306.68 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°22'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 88°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'57" WEST A DISTANCE OF 14.43 FEET TO A POINT FOR CORNER; THENCE SOUTH 00°40'00" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.97 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

DEVELOPMENT NOTES

- Preliminary Plat approved April 11, 2023
- Total Area = 2.97 Acres
- Total Number Of Lots - 3
- LOT AREAS
 LOT 1 32,074 sq. ft.
 LOT 2 33,551 sq. ft.
 LOT 3 28,821 sq. ft.
- Zoning = R-3 MULTI-FAMILY RESIDENTIAL
- Source of Title Book 2021 Page 060774-21
- This Property Does Not Lie Withing A Flood Hazark Area As Determined By The Flood Insurance Rate Map Number 29077 C 0314 E Dated 12-17-2010.
- No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.
- No structures are to be built between the right of way line and building setback line.
- Minimum Building Setbacks:
 Front - 15 Feet
 Rear - 15 Feet
 Side - 15 Feet
 Side Adjacent to Street - 15 Feet
- There is A 10' Utility Easement Adjacent To All Street Right Of Way And Along The Rear Of All Lots.
- No Direct Access Permitted From Any Lot To Hines Street.
- No Direct Access Permitted From Any Lot To Oakwood Avenue.
- Centerline bearings of streets are the same as adjacent lot lines.
- Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)
- Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.
- OWNERSHIP AND MAINTENANCE OF COMMON AREAS/OPEN SPACE AND DRAINAGE/DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, LITTLE APPLE INVESTMENT PROPERTY, LLC, KENNETH APPLEBERRY, MEMBER, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACQUIRED RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT, AND HEREBY DEDICATE, GRANT AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, AND FURTHERMORE CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

LITTLE APPLE INVESTMENT PROPERTY, LLC DATE
 KENNETH APPLEBERRY, MEMBER

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.
 ON THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED KENNETH APPLEBERRY, MEMBER OF LITTLE APPLE INVESTMENT PROPERTY, LLC TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.
 IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.
 NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of Oakwood Heights 1st Addition was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. _____ on the _____ day of _____, 2024.
 City Clerk _____ Date _____

CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION

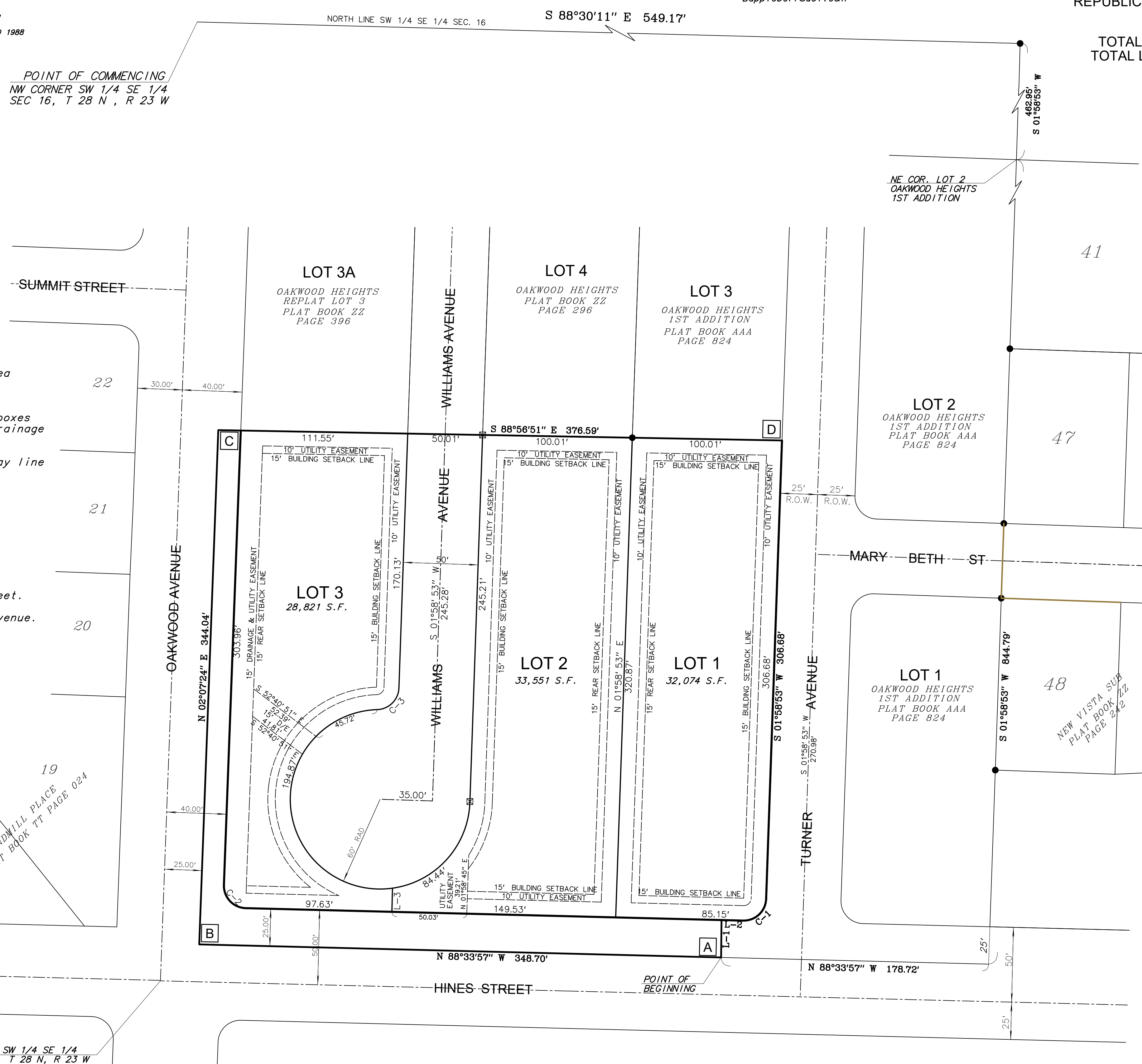
I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2024 the final plat of Oakwood Heights 1st Addition conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.
 City Planner _____ Date _____

CERTIFICATE OF SURVEY AND ACCURACY

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.
 Lawrence E Jansen 5-28-24
 LAWRENCE E. JANSEN PLS 2385 DATE

CLASS OF SURVEY "URBAN"
 Permanent monuments
 Setback Line
 Utility Easement
 DRAINAGE EASEMENT
 Job No.: 2005-004
 Date: 5-28-2024

GLOBAL
 PRECISION SURVEYING, L.L.C.
 P.O. BOX 790, REPUBLIC, MO 65738
 PHONE 417-883-0300 FAX 417-883-0335
 CERTIFICATE OF AUTHORITY
 NUMBER LS-2010000563



STATE PLANE COORDINATES FOR CONTROLLING CORNERS (GIVEN IN FEET)

Corner	Northing	Easting
A	472,144.80	1,363,059.71
B	471,799.19	1,363,019.02
C	471,807.92	1,362,670.44
D	472,151.72	1,362,683.18

COURSE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°40'00" E	25.00'
L-2	N 88°33'57" W	14.43'
L-3	N 01°28'03" E	15.80'

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°27'10"	23.42'	21.11'	14.86'	S 46°42'28" W
2	15.00'	90°41'21"	23.74'	21.34'	15.18'	S 43°13'16" W
3	15.00'	86°10'36"	22.56'	20.49'	14.03'	N 45°04'12" E

Owner/Applicant
 Little Apple Investment
 Property LLC

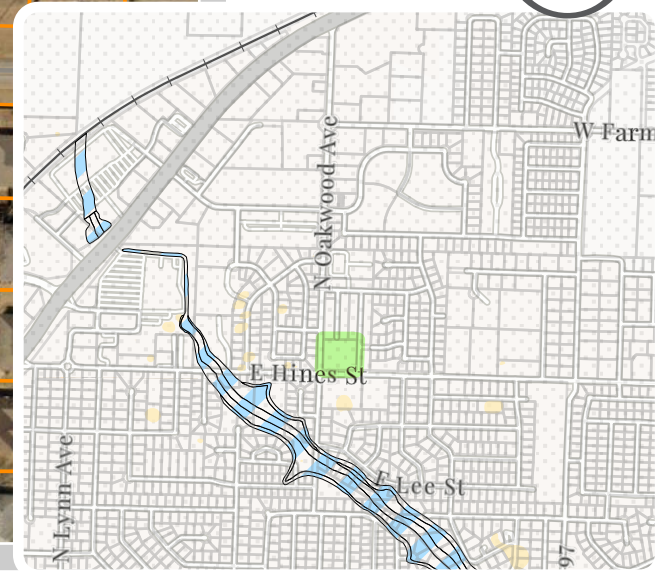
ADDRESS
 602 N Oakwood Ave

ZONING
 R-3


PIN
 1716401008

WARD
 2

ACREAGE
 2.97



OAKWOOD HEIGHTS 2ND ADDITION
SUBD-FNL 24-004 | FINAL PLAT

	Site Extent		Sinkholes
	Out of City		Floodplain



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Wolf Building & Development, INC for the Final Plat of Oak Hills Phase 3. The associated Preliminary Plat was approved by City Council as Oak Hills on January 19, 2021.

Discussion and/or Analysis

The Final Plat of Oak Hills Phase 3 will legally divide approximately five point one-nine (5.19) acres of land into nineteen (19) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 807 linear feet of new street and 807 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Oak Hills Phase 3 and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of Oak Hills Phase 3.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF OAK HILLS RESIDENTIAL
SUBDIVISION PHASE THREE**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about April 16, 2019, via Resolution 19-R-10, the Council approved of the Preliminary Plat for the residential subdivision then known as the A’Vila Residential Subdivision (“A’Vila”); and

WHEREAS, on or about January 19, 2021, via Resolution 21-R-01, the Council approved a revised Preliminary Plat for the same subdivision, now referred to as the Oak Hills Residential Subdivision; and

WHEREAS, Wolf Building & Development, Inc (“Applicant”) has submitted an application to the BUILDS Department for review and approval of the Final Plat of The Oak Hills Residential Subdivision Phase Three (“Oak Hills Phase Three”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for Oak Hills Phase Three, and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Final Plat of The Oak Hills Residential Subdivision Phase Three have been met.
- Section 2:** The Final Plat of The Oak Hills Residential Subdivision Phase Three, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of The Final Plat of The Oak Hills Residential Subdivision Phase Three is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in The Oak Hills Residential Subdivision Phase Three shall commence until the Final Plat has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

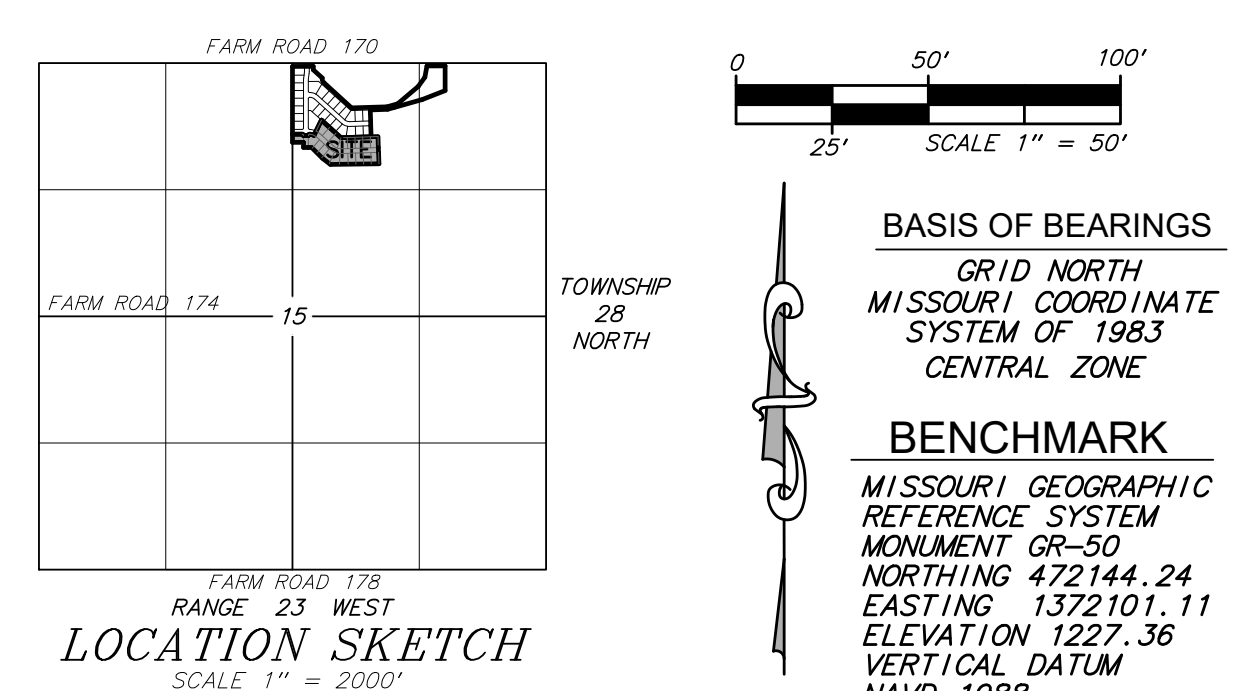
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



OWNER
WOLF BUILDING & DEVELOPMENT, INC.
SHAWN TURNER
328 SOUTH STREET
SPRINGFIELD, MO 65806
CELL 417 860-6679
EMAIL shturner@murney.com

GRID NORTH MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE

BENCHMARK
MISSOURI GEOGRAPHIC REFERENCE SYSTEM
MONUMENT GR-50
NORTHING 472144.24
EASTING 1372101.11
ELEVATION 1227.36
VERTICAL DATUM NAVD 1988

FINAL PLAT
OAK HILLS, PHASE 3
A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

BOUNDARY COURSES

COURSE	BEARING	DISTANCE
1	S 88°07' 18" E	100.01'
2 - LC	S 43°07' 38" E	21.21'
3	S 87°35' 29" E	50.00'
4 - LC	N 49°44' 28" E	22.25'
5 - LC	S 7°13' 05" E	44.13'
6	N 27°56' 57" E	176.72'
7	S 46°01' 39" E	273.66'
8	N 89°59' 58" E	385.66'
9	S 00°00' 02" E	115.00'
10	S 00°35' 06" E	50.00'
11	S 00°00' 02" E	119.13'
12	N 88°51' 36" W	505.47'
13	N 50°12' 33" W	103.24'
14	N 43°20' 21" W	160.51'
15	N 88°07' 58" W	34.13'
16	N 88°07' 58" W	50.00'
17	N 01°52' 02" E	53.69'
18	N 88°07' 18" W	115.03'
19	N 01°52' 42" E	85.00'

STATE PLANE COORDINATES (GIVEN IN FEET)

Corner	Northing	Easting
A	476950.6946	1368154.8292
B	476209.8789	1368130.5342
C	476346.0308	1368436.7802
D	476156.0251	1368633.7258
E	476156.0287	1369019.3884
F	475871.8944	1369019.9011
G	475881.9505	1368514.5347

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	150.00'	16°01' 24"	41.95'	41.81'	21.11'	N 54°02' 21" W
2	15.00'	95°44' 52"	25.07'	22.25'	16.59'	S 49°44' 28" W
3	15.00'	89°59' 20"	23.56'	21.21'	15.00'	S 43°07' 38" W
4	150.00'	43°58' 23"	115.12'	112.32'	60.56'	S 69°00' 50" E
5	125.00'	21°59' 12"	47.97'	47.87'	24.28'	S 67°01' 15" E
6	175.00'	17°58' 12"	54.89'	54.66'	27.67'	S 55°00' 45" E
7	175.00'	20°10' 27"	61.62'	61.30'	31.13'	S 74°05' 05" E
8	125.00'	21°59' 11"	47.97'	47.87'	24.28'	S 79°00' 26" E
9	175.00'	05°49' 44"	17.80'	17.80'	8.91'	S 87°05' 10" E
10	125.00'	36°21' 27"	79.32'	78.00'	41.05'	N 64°12' 23" W
11	175.00'	16°01' 24"	48.94'	48.78'	24.63'	N 54°02' 21" W

COURSE TABLE (EASEMENT DIMENSIONS)

LINE	BEARING	DISTANCE
L-1	N 89°59' 58" E	2.32'
L-2	N 89°59' 58" E	12.68'
L-3	N 89°59' 58" E	10.37'
L-4	N 89°59' 58" E	4.63'
L-5	N 01°39' 42" E	20.03'
L-6	N 01°39' 42" E	31.76'
L-7	S 88°51' 36" E	7.50'
L-8	S 50°12' 33" E	9.53'

PROPERTY DESCRIPTION

A TRACT OF LAND, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 01°52' 42" WEST, 74.121 TO THE POINT OF BEGINNING; THENCE SOUTH 88°07' 18" EAST, 100.01 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 95°44' 52", AN ARC LENGTH OF 23.56 FEET, AND A CHORD WHICH BEARS SOUTH 43°07' 38" EAST HAVING A CHORD DISTANCE OF 21.21 FEET; THENCE SOUTH 87°35' 29" EAST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°59' 20", AN ARC LENGTH OF 23.56 FEET, AND A CHORD WHICH BEARS NORTH 49°44' 28" EAST HAVING A CHORD DISTANCE OF 22.25 FEET; THENCE SOUTH 7°13' 05" EAST, 44.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 176.72 FEET, A DELTA OF 27°56' 57", AN ARC LENGTH OF 176.72 FEET, AND A CHORD WHICH BEARS SOUTH 46°01' 39" EAST HAVING A CHORD DISTANCE OF 273.66 FEET; THENCE NORTH 89°59' 58" EAST, 385.66 FEET; THENCE SOUTH 00°00' 02" EAST, 115.00 FEET; THENCE SOUTH 00°35' 06" EAST, 50.00 FEET; THENCE SOUTH 00°00' 02" EAST, 119.13 FEET; THENCE NORTH 88°51' 36" WEST, 505.47 FEET; THENCE NORTH 50°12' 33" WEST, 103.24 FEET; THENCE NORTH 43°20' 21" WEST, 160.51 FEET; THENCE NORTH 88°07' 58" WEST, 34.13 FEET; THENCE NORTH 88°07' 58" WEST, 50.00 FEET; THENCE NORTH 01°52' 02" EAST, 53.69 FEET; THENCE NORTH 88°07' 18" WEST, 115.03 FEET TO A POINT ON SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 01°52' 42" EAST, 85.00 FEET TO THE POINT OF BEGINNING; AND CONTAINING 5.19 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, I, SHAWN TURNER, PRESIDENT OF WOLF BUILDING & DEVELOPMENT, INC. HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. WE HEREBY DEDICATE, GRANT, AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

SHAWN TURNER, PRESIDENT

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

ON THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED SHAWN TURNER, PRESIDENT OF WOLF BUILDING & DEVELOPMENT, INC. TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of Oak Hills, Phase 3 was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. _____ on the _____ day of _____, 2024.

City Clerk _____ Date _____

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2024 the final plat of Oak Hills, Phase 3 conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

City Planner _____ Date _____

CERTIFICATE OF SURVEY AND ACCURACY

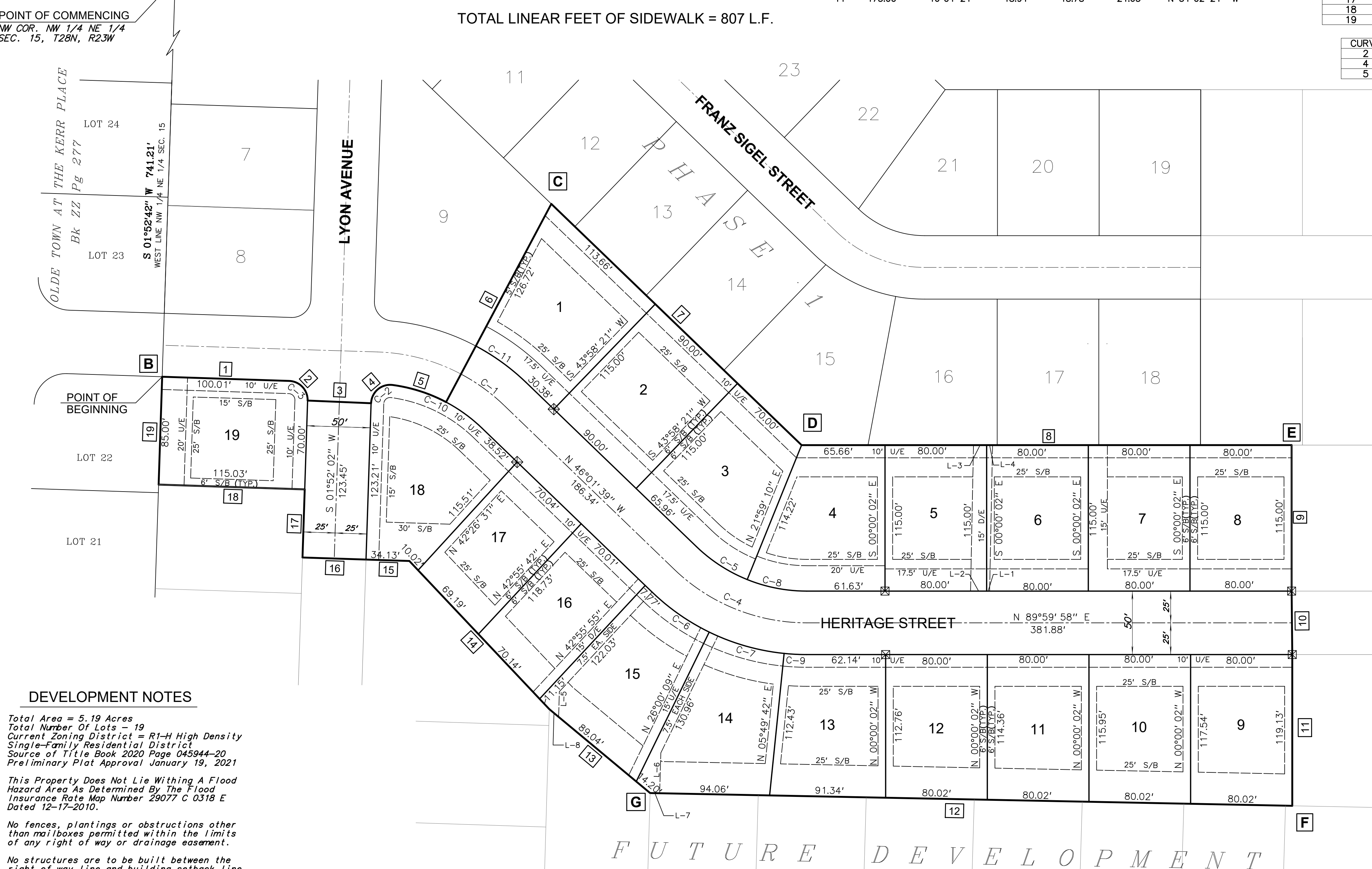
KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E. Jansen 5-22-24
LAWRENCE E. JANSEN LS 2385 DATE

CLASS OF SURVEY "URBAN"
 Permanent monuments
S/B Setback Line
U/E Utility Easement
D/E DRAINAGE EASEMENT

Job No.: 2102-013
Date: 5-22-2024

GLOBAL PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE 417-883-0300 FAX 417-883-0335
CERTIFICATE OF AUTHORITY NUMBER LS-2010000563



DEVELOPMENT NOTES

Total Area = 5.19 Acres
Total Number of Lots = 19
Current Zoning District = R1-H High Density Single-Family Residential District
Source of Title Book 2020 Page 045944-20
Preliminary Plat Approval January 19, 2021

This Property Does Not Lie Within A Flood Hazard Area As Determined By The Flood Insurance Rate Map Number 29077 C 0318 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.

No structures are to be built between the right of way line and building setback line.

Minimum Building Setbacks:
Front - 25 Feet
Rear - 25 Feet
Side - 6 Feet
Side Adjacent to Street - 15 Feet

There is a 10' Utility Easement Adjacent to All Street Right of Way And Along The Rear Of All Lots. (Except as noted)

Centerline bearings of streets are the same as adjacent lot lines.

Unless otherwise noted, the arc distances along RW/Lot Lines are concentric to adjacent centerline curves.

Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)

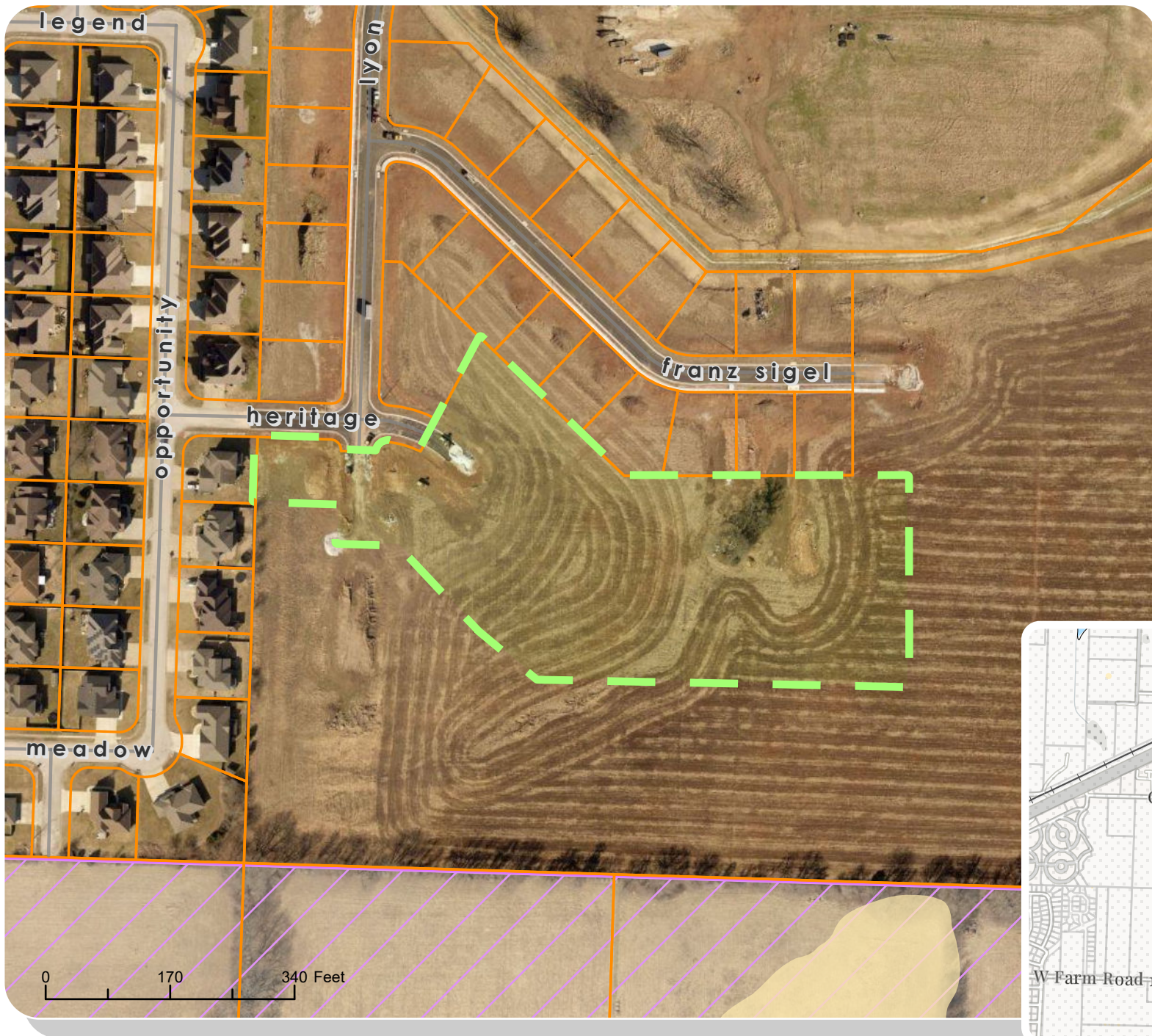
Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.

LOT AREAS

Lot	Sq. Ft.	Acres
1	11,287 sq. ft.	0.25912 acres
2	10,350 sq. ft.	0.23760 acres
3	10,563 sq. ft.	0.24250 acres
4	10,065 sq. ft.	0.23105 acres
5	9,200 sq. ft.	0.21120 acres
6	9,200 sq. ft.	0.21120 acres
7	9,200 sq. ft.	0.21120 acres
8	9,200 sq. ft.	0.21120 acres
9	9,467 sq. ft.	0.21733 acres
10	9,340 sq. ft.	0.21441 acres
11	9,212 sq. ft.	0.21148 acres
12	9,085 sq. ft.	0.20856 acres
13	9,592 sq. ft.	0.22021 acres
14	10,190 sq. ft.	0.23393 acres
15	10,070 sq. ft.	0.23118 acres
16	8,426 sq. ft.	0.19344 acres
17	8,142 sq. ft.	0.18692 acres
18	11,214 sq. ft.	0.25744 acres
19	9,728 sq. ft.	0.22332 acres

NOTE

OWNERSHIP AND MAINTENANCE OF OPEN SPACE AND DRAINAGE/ DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.



Owner/Applicant
 Wolf Building &
 Development, INC.

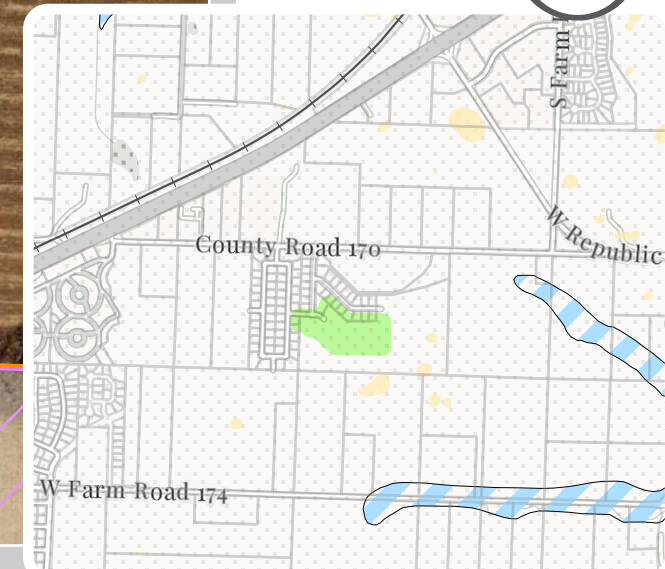
ADDRESS
 7012 W Farm Road 170

ZONING
 R1-H

PIN
 1715100043

WARD
 1

ACREAGE
 5.19



OAK HILLS PHASE 3
SUBD-FNL 24-005 | FINAL PLAT

- Site Extent**
- Sinkholes**
- Out of City**
- Floodplain**



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-40 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah First Addition.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of The Hills of Olde Savannah 1st Addition. The associated Preliminary Plat was approved by City Council as Olde Savannah Phase 4 on June 21, 2022.

Discussion and/or Analysis

The Final Plat of The Hills of Olde Savannah 1st Addition will legally divide approximately three point three-nine (3.39) acres of land into fifteen (15) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 763 linear feet of new street and 923 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for The Hills of Olde Savannah 1st Addition and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of The Hills of Olde Savannah 1st Addition.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE HILLS OF OLDE SAVANNAH
FIRST ADDITION**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about June 13, 2022, via Resolution 22-R-29, the Council approved the Preliminary Plat for Phase 4 of the Olde Savannah Subdivision; and

WHEREAS, Olde Savannah, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of The Hills of Olde Savannah Subdivision First Addition, a part of Phase 4 of the subdivision (hereafter, “First Addition”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the First Addition and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of The Hills of Olde Savannah Subdivision First Addition have been met.
- Section 2:** The Final Plat of The Hills of Olde Savannah Subdivision First Addition, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of The Hills of Olde Savannah Subdivision First Addition is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in The Hills of Olde Savannah Subdivision First Addition shall commence until the Final Plat of The Hills of Olde Savannah Subdivision First Addition has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT THE HILLS AT OLDE SAVANNAH, FIRST ADDITION PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28, RANGE 23 REPUBLIC, GREENE COUNTY, MISSOURI

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

GENERAL NOTES:

- TOTAL AREA: 147,649 SQ FT = 3.39 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 15
- SMALLEST LOTS: LOT #1 (7,273 SQ.FT.)
- LARGEST LOT: LOT 78 (13,590 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: JUNE 13, 2022
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 22890-21 AND BOOK 2022 PAGE 39227-22
- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF MACON ST.
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89 OR WILLIAMSBURG WALK
- ALL CURVED LOT LINES WITHIN THE SUBDIVISION ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.
- THE SURVEY SHOWN HEREIN IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

CERTIFICATE OF TAXES PAID:

THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.

881728300180
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

OWNER'S DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, LLC HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED. UPON THE RECORDING OF THIS PLAT, THE LAND HEREIN DESCRIBED SHALL BE KNOWN AS THE HILLS AT OLDE SAVANNAH, FIRST ADDITION

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
)SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN _____ COUNTY, MISSOURI.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 450.68 FEET; THENCE SOUTH 87°53'30" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF FARM ROAD 89, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 02°07'02" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 49.57 FEET; THENCE NORTHEASTERLY A DISTANCE OF 280.36 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 360.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°25'09" EAST, 273.33 FEET; THENCE NORTH 46°43'48" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 26.30 FEET TO THE SOUTHERLY RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE NORTH 89°22'44" EAST, ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 36.78 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 441.85 FEET, ALONG THE SOUTH LINE OF SAID RIGHT OF WAY AND ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 68°52'12" EAST, 433.13 FEET; THENCE SOUTH 01°21'06" WEST, A DISTANCE OF 150 FEET; THENCE NORTHWESTERLY A DISTANCE OF 17.65 FEET ALONG A 790.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°00'30" WEST, 17.65 FEET; THENCE SOUTH 02°37'55" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 84°49'44" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 79°45'01" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 74°40'19" WEST, A DISTANCE OF 78.86 FEET; THENCE NORTH 69°53'08" WEST, A DISTANCE OF 76.09 FEET; THENCE NORTH 75°25'56" WEST, A DISTANCE OF 66.49 FEET; THENCE NORTH 88°50'32" WEST, A DISTANCE OF 181.02 FEET TO THE POINT OF BEGINNING; EXCEPTING ANY PART THEREOF TAKEN, USED OR DEEDED.

CONTAINING 147,649 SQUARE FEET OR 3.39 ACRES

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF THE HILLS AT OLDE SAVANNAH, FIRST ADDITION, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2024.

CITY CLERK

DATE

CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 2024, THE FINAL PLAT OF THE HILLS AT OLDE SAVANNAH, FIRST ADDITION, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	267.11	765.00	20.01	S78° 38' 44"E	265.76
C2	13.62	15.00	52.02	S42° 37' 57"E	13.16
C3	13.62	15.00	52.02	S85° 20' 51"W	13.16
C4	247.87	50.00	284.04	S21° 21' 27"W	61.54

Line Table

Line #	Length	Direction
L1	152.23	N68° 38' 33.21"W

SURVEYOR'S DECLARATION:

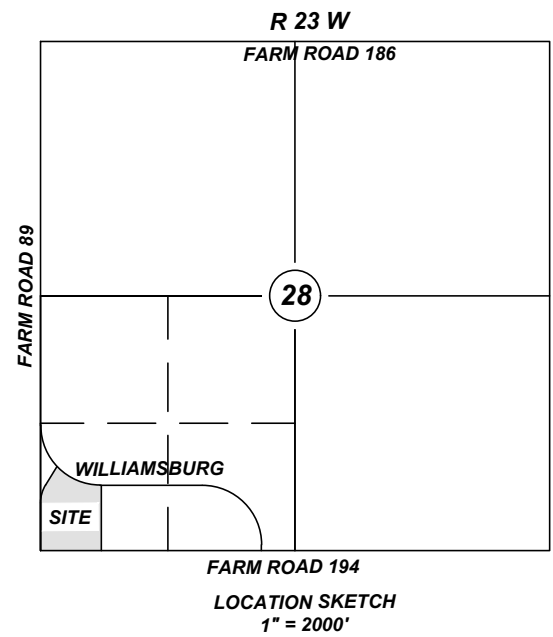
THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE PERMANENT MONUMENT AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JAMES A. VAUGHAN P.L.S. NO. 2555 IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC

DATE PREPARED: MARCH 20th, 2024

SIGNATURE: _____ MO PLS NO. 2555

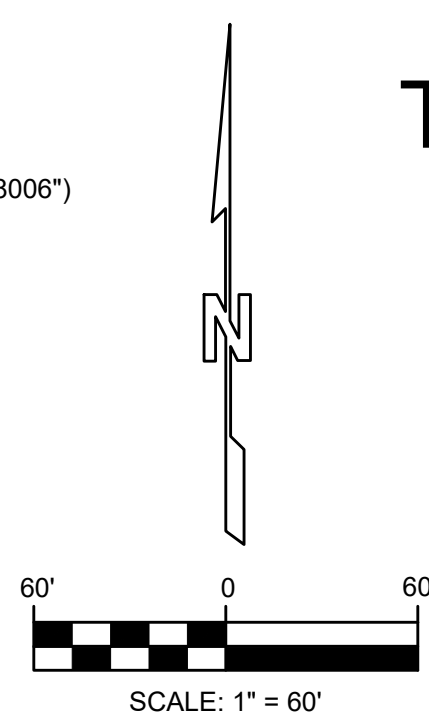
DATE: _____

No.:	Revision:	Date:	FINAL PLAT THE HILLS AT OLDE SAVANNAH, FIRST ADDITION		
Prepared by: CJW JAMES A. VAUGHAN CJW Transportation Consultants, L.L.C. Missouri Certificate of Authority #2007008003			SW1/4 SW1/4 SEC 28, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI		
SURVEY BY CJW		DESIGN CJW	SCALES HOR. 1"=60'		SHEET 1
DATE 03/20/2024		DRAWN CJW	VERT. N/A		OF 1 SHEETS
DWC		CHECKED CJW	FILE NO. 21151		

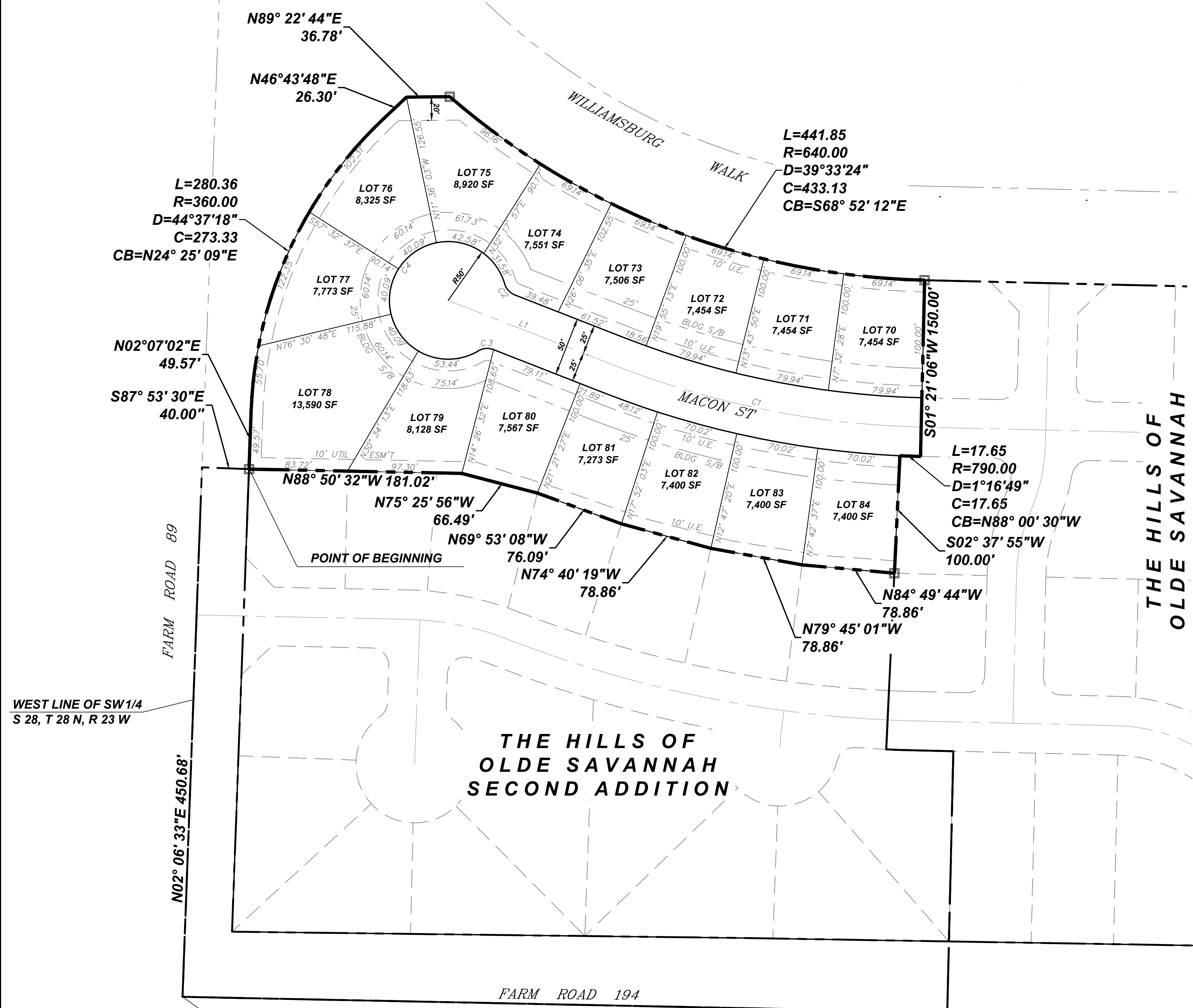


LEGEND

- EXISTING IRON PIN
- 5/8" IRON PIN (SEMI PERMANENT 5/8"X18" REBAR PLASTIC CAPPED "LC-2007008006" (SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED))
- PERMANENT MONUMENT SET, 5/8"X24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE



POINT OF COMMENCING
SW CORNER SW1/4
SEC. 28, TWP. 28N, RNG. 23W

Owner/Applicant
 Olde Savannah LLC

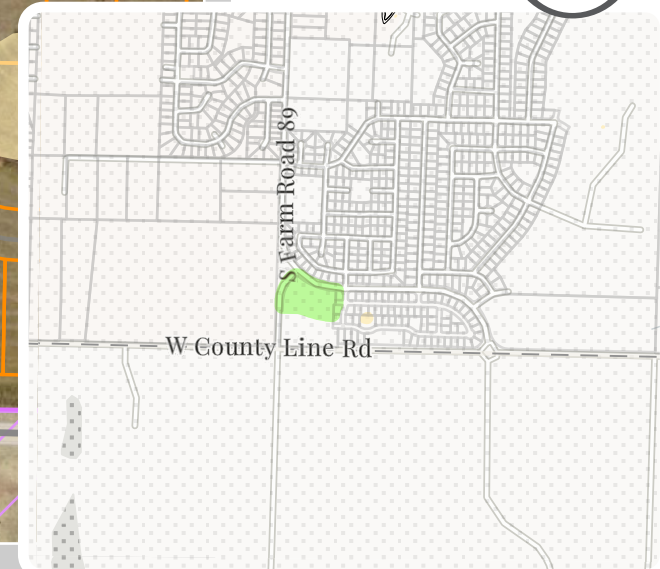
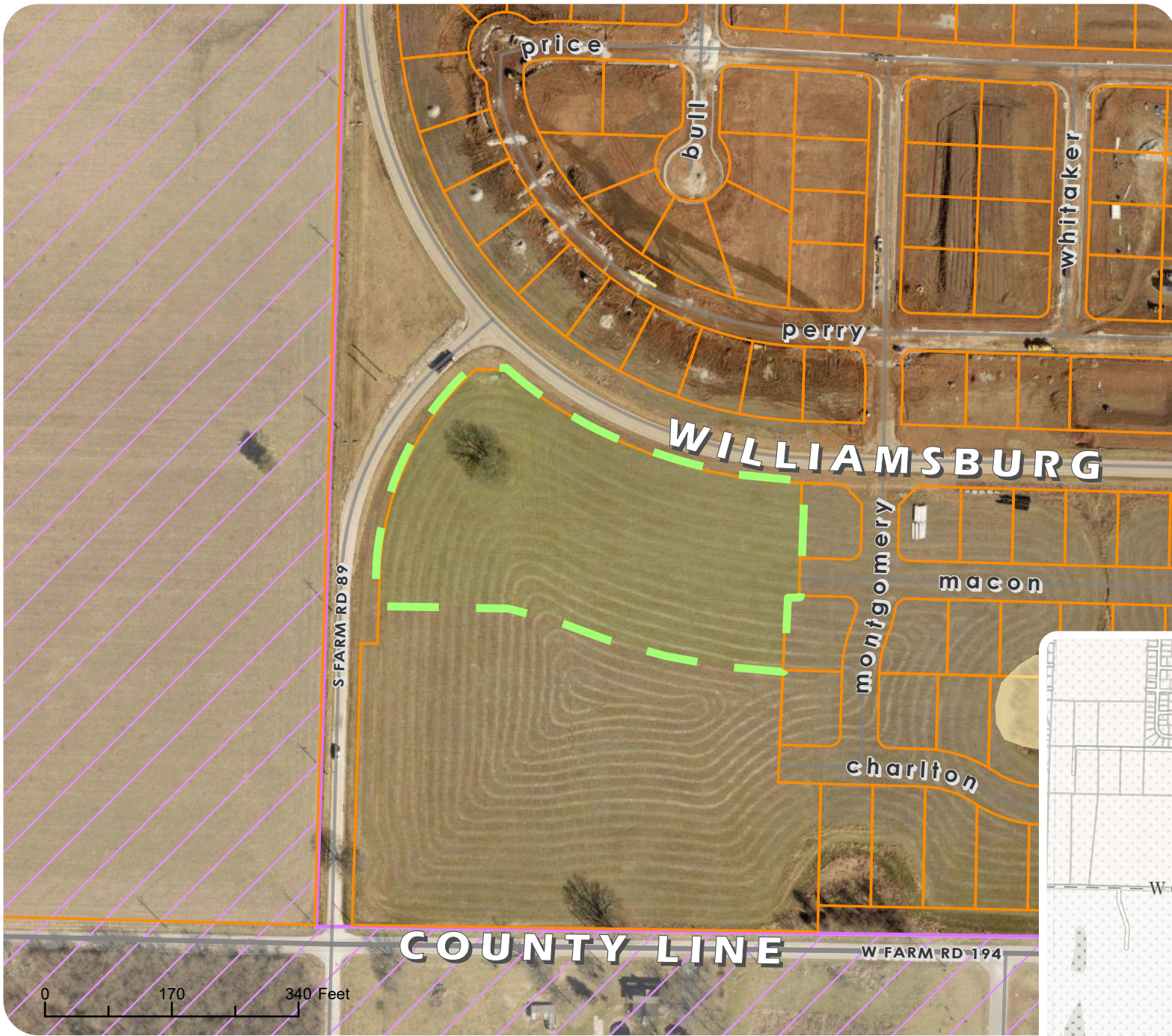
ADDRESS
 S Farm Road 89

ZONING
 R1-H

PIN
 1728300435

WARD
 3

ACREAGE
 3.39



0 170 340 Feet

THE HILLS OF OLDE SAVANNAH 1ST ADDITION
SUBD-FNL 24-002 | FINAL PLAT

Site Extent
 Sinkholes
 Out of City
 Floodplain



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-41 An Ordinance of the City Council Approving the Final Plat of Oakwood Heights Second Addition.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Little Apple Investment Property LLC for the Final Plat of Oakwood Heights 2nd Addition. The associated Preliminary Plat was approved by City Council as Oakwood Heights 2nd Addition on April 11, 2023.

Discussion and/or Analysis

The Final Plat of Oakwood Heights 2nd Addition will legally divide approximately two point nine-seven (2.97) acres of land into three (3) lots zoned Multi-Family Residential (R-3). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 208 linear feet of new street and 1,092 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Oakwood Heights 2nd Addition and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of Oakwood Heights 2nd Addition.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF OAKWOOD HEIGHTS SECOND ADDITION

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about April 11, 2023, via Resolution 23-R-25, the Council approved the Preliminary Plat for the Oakwood Heights Second Addition (“Oakwood Second Addition Subdivision”); and

WHEREAS, Little Apple Investment Property, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the proposed Final Plat of Oakwood Heights Second Addition; and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Oakwood Second Addition Subdivision, and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Oakwood Heights Second Addition have been met.
- Section 2:** The Final Plat of Oakwood Heights Second Addition, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of Oakwood Heights Second Addition is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in Oakwood Heights Second Addition shall commence until the Final Plat of Oakwood Heights Second Addition has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

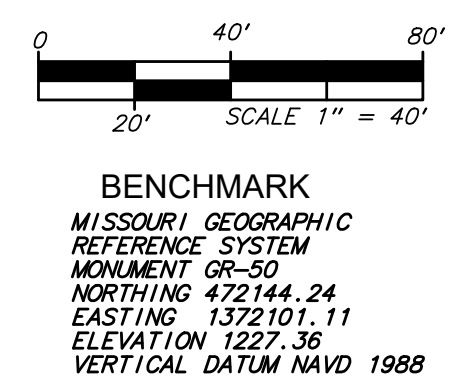
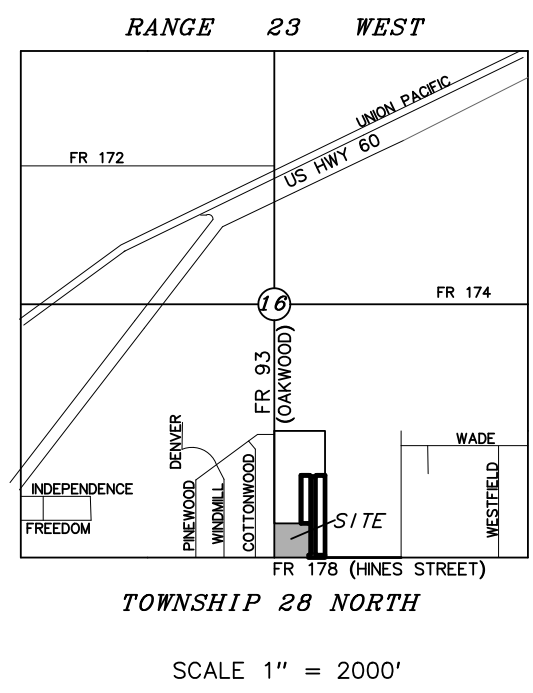
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



GR1D NORTH MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE

OWNER
LITTLE APPLE INVESTMENT
PROPERTY LLC
KENNETH APPLEBERRY
ROUTE 2 BOX 2755
SEYMOUR MO 65746
417-840-8445
Bapplebert@aol.com

FINAL PLAT OAKWOOD HEIGHTS 2ND ADDITION

A PART OF THE SW 1/4 OF THE SE 1/4 OF
SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

TOTAL LINEAR FEET OF ROAD = 280 L.F.
TOTAL LINEAR FEET OF SIDEWALK = 1092 L.F.

PROPERTY DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°33'57" WEST ALONG THE NORTH RIGHT OF WAY LINE OF HINES STREET A DISTANCE OF 348.70 FEET TO A POINT FOR CORNER; THENCE NORTH 02°07'24" EAST ALONG THE EAST RIGHT OF WAY LINE OF OAKWOOD AVENUE A DISTANCE OF 344.04 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°56'51" EAST A DISTANCE OF 376.59 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°58'53" WEST A DISTANCE OF 306.68 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°22'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 88°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'57" WEST A DISTANCE OF 14.43 FEET TO A POINT FOR CORNER; THENCE SOUTH 00°40'00" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.97 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

DEVELOPMENT NOTES

- Preliminary Plat approved April 11, 2023
- Total Area = 2.97 Acres
- Total Number Of Lots - 3
- LOT AREAS
LOT 1 32,074 sq. ft.
LOT 2 33,551 sq. ft.
LOT 3 28,821 sq. ft.
- Zoning = R-3 MULTI-FAMILY RESIDENTIAL
- Source of Title Book 2021 Page 060774-21
- This Property Does Not Lie Withing A Flood Hazark Area As Determined By The Flood Insurance Rate Map Number 29077 C 0314 E Dated 12-17-2010.
- No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.
- No structures are to be built between the right of way line and building setback line.
- Minimum Building Setbacks:
Front - 15 Feet
Rear - 15 Feet
Side - 15 Feet
Side Adjacent to Street - 15 Feet
- There is A 10' Utility Easement Adjacent To All Street Right Of Way And Along The Rear Of All Lots.
- No Direct Access Permitted From Any Lot To Hines Street.
- No Direct Access Permitted From Any Lot To Oakwood Avenue.
- Centerline bearings of streets are the same as adjacent lot lines.
- Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)
- Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.
- OWNERSHIP AND MAINTENANCE OF COMMON AREAS/OPEN SPACE AND DRAINAGE/DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, LITTLE APPLE INVESTMENT PROPERTY, LLC, KENNETH APPLEBERRY, MEMBER, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACESSED RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT, AND HEREBY DEDICATE, GRANT AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, AND FURTHERMORE CERTIFY THAT THERE ARE NO SUITS, ACTIONS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

LITTLE APPLE INVESTMENT PROPERTY, LLC DATE
KENNETH APPLEBERRY, MEMBER

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

ON THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED KENNETH APPLEBERRY, MEMBER OF LITTLE APPLE INVESTMENT PROPERTY, LLC TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of Oakwood Heights 1st Addition was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. _____ on the _____ day of _____, 2024.

City Clerk _____ Date _____

CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2024 the final plat of Oakwood Heights 1st Addition conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

City Planner _____ Date _____

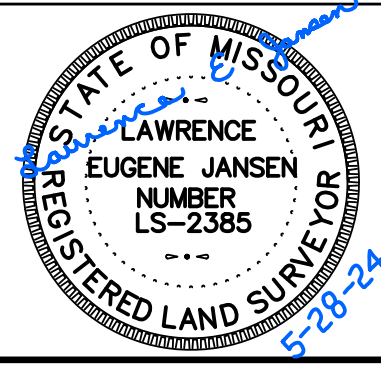
CERTIFICATE OF SURVEY AND ACCURACY

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

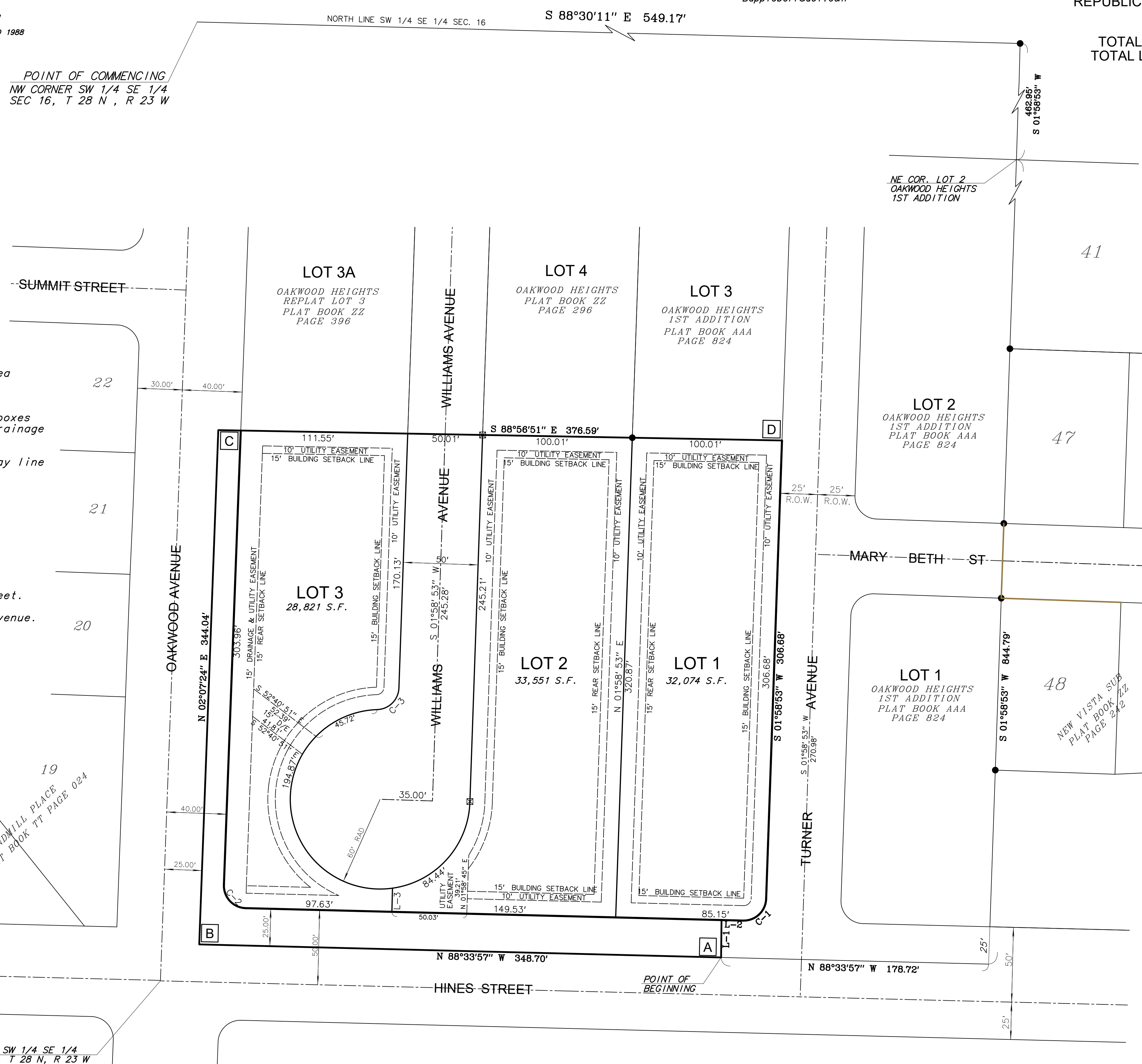
LAWRENCE E. JANSEN PLS 2385 DATE 5-28-24

CLASS OF SURVEY "URBAN"
 Permanent monuments
 S/B Setback Line
 U/E Utility Easement
 D/E DRAINAGE EASEMENT

Job No.: 2005-004
Date: 5-28-2024



GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE 417-883-0300 FAX 417-883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563



STATE PLANE COORDINATES FOR CONTROLLING CORNERS (GIVEN IN FEET)

Corner	Northing	Easting
A	472,144.80	1,363,059.71
B	471,799.19	1,363,019.02
C	471,807.92	1,362,670.44
D	472,151.72	1,362,683.18

COURSE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°40'00" E	25.00'
L-2	N 88°33'57" W	14.43'
L-3	N 01°28'03" E	15.80'

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°27'10"	23.42'	21.11'	14.86'	S 46°42'28" W
2	15.00'	90°41'21"	23.74'	21.34'	15.18'	S 43°13'16" W
3	15.00'	86°10'36"	22.56'	20.49'	14.03'	N 45°04'12" E

Owner/Applicant
 Little Apple Investment
 Property LLC

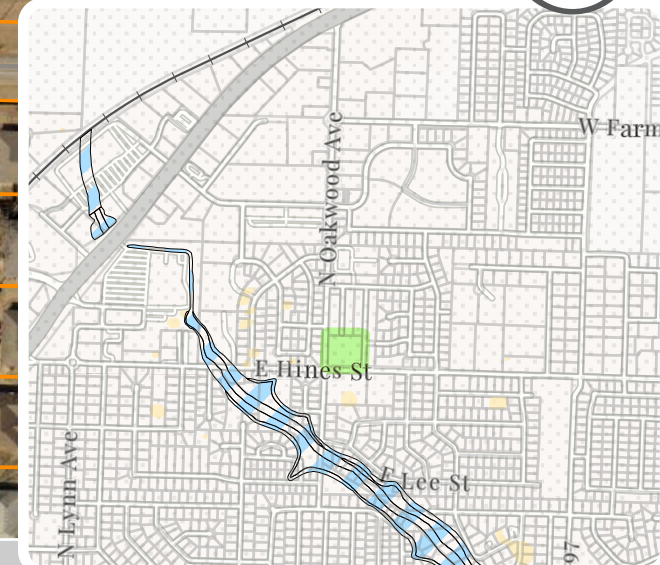
ADDRESS
 602 N Oakwood Ave

ZONING
 R-3

PIN
 1716401008

WARD
 2

ACREAGE
 2.97



OAKWOOD HEIGHTS 2ND ADDITION
SUBD-FNL 24-004 | FINAL PLAT

	Site Extent		Sinkholes
	Out of City		Floodplain



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-42 An Ordinance of the City Council Approving the Final Plat of Oak Hills Residential Subdivision Phase Three.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: June 18, 2024

Issue Statement

The City of Republic’s BUILDS Department received an Application from Wolf Building & Development, INC for the Final Plat of Oak Hills Phase 3. The associated Preliminary Plat was approved by City Council as Oak Hills on January 19, 2021.

Discussion and/or Analysis

The Final Plat of Oak Hills Phase 3 will legally divide approximately five point one-nine (5.19) acres of land into nineteen (19) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 807 linear feet of new street and 807 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Oak Hills Phase 3 and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Final Plat of Oak Hills Phase 3.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF OAK HILLS RESIDENTIAL
SUBDIVISION PHASE THREE**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on or about April 16, 2019, via Resolution 19-R-10, the Council approved of the Preliminary Plat for the residential subdivision then known as the A’Vila Residential Subdivision (“A’Vila”); and

WHEREAS, on or about January 19, 2021, via Resolution 21-R-01, the Council approved a revised Preliminary Plat for the same subdivision, now referred to as the Oak Hills Residential Subdivision; and

WHEREAS, Wolf Building & Development, Inc (“Applicant”) has submitted an application to the BUILDS Department for review and approval of the Final Plat of The Oak Hills Residential Subdivision Phase Three (“Oak Hills Phase Three”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for Oak Hills Phase Three, and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** All conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Final Plat of The Oak Hills Residential Subdivision Phase Three have been met.
- Section 2:** The Final Plat of The Oak Hills Residential Subdivision Phase Three, attached and labeled “Attachment 1, expressly incorporated as though fully set forth at length herein, is approved in all respects.
- Section 3:** Approval of The Final Plat of The Oak Hills Residential Subdivision Phase Three is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** Neither the construction of structures nor the sale of lots in The Oak Hills Residential Subdivision Phase Three shall commence until the Final Plat has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT
OAK HILLS, PHASE 3
 A PART OF THE NW 1/4 OF THE NE 1/4 OF
 SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST
 REPUBLIC, GREENE COUNTY, MISSOURI

OWNER
 WOLF BUILDING & DEVELOPMENT, INC.
 SHAWN TURNER
 328 SOUTH STREET
 SPRINGFIELD, MO 65806
 CELL 417 860-6679
 EMAIL shturner@murney.com

BOUNDARY COURSES

COURSE	BEARING	DISTANCE
1	S 88°07' 18" E	100.01'
2 - LC	S 43°07' 38" E	21.21'
3	S 87°35' 29" E	50.00'
4 - LC	N 49°44' 28" E	22.25'
5 - LC	S 7°13' 05" E	44.13'
6	N 27°56' 57" E	176.72'
7	S 46°01' 39" E	273.66'
8	N 89°59' 58" E	385.66'
9	S 00°00' 02" E	115.00'
10	S 00°35' 06" E	50.00'
11	S 00°00' 02" E	119.13'
12	N 88°51' 36" W	505.47'
13	N 50°12' 33" W	103.24'
14	N 43°20' 21" W	160.51'
15	N 88°07' 58" W	34.13'
16	N 88°07' 58" W	50.00'
17	N 01°52' 02" E	53.69'
18	N 88°07' 18" W	115.03'
19	N 01°52' 42" E	85.00'

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	150.00'	16°01' 24"	41.95'	41.81'	21.11'	N 54°02' 21" W
2	15.00'	95°44' 52"	25.07'	22.25'	15.00'	S 49°44' 28" W
3	15.00'	89°59' 20"	23.56'	21.21'	15.00'	S 43°07' 38" W
4	150.00'	43°58' 23"	115.12'	112.32'	60.56'	S 68°00' 50" E
5	125.00'	21°59' 12"	47.97'	47.87'	24.28'	S 67°01' 15" E
6	175.00'	17°58' 12"	54.89'	54.66'	27.67'	S 55°00' 45" E
7	175.00'	20°10' 27"	61.62'	61.30'	31.13'	S 74°05' 05" E
8	125.00'	21°59' 11"	47.97'	47.87'	24.28'	S 79°00' 26" E
9	175.00'	05°49' 44"	17.80'	17.80'	8.91'	S 87°05' 10" E
10	125.00'	36°21' 27"	79.32'	78.00'	41.05'	N 64°12' 23" W
11	175.00'	16°01' 24"	48.94'	48.78'	24.63'	N 54°02' 21" W

STATE PLANE COORDINATES
(GIVEN IN FEET)

Corner	Northing	Easting
A	476950.6946	1368154.8292
B	476209.8789	1368130.5342
C	476346.0308	1368436.7802
D	476156.0251	1368633.7258
E	476156.0287	1369019.3884
F	475871.8944	1369019.9011
G	475881.9505	1368514.5347

TOTAL LINEAR FEET OF ROAD = 807 L.F.
 TOTAL LINEAR FEET OF SIDEWALK = 807 L.F.

CURVE **RADIUS** **ARC LENGTH**

2	15.00'	23.56'
4	15.00'	25.07'
5	125.00'	44.36'

COURSE TABLE
(EASEMENT DIMENSIONS)

LINE	BEARING	DISTANCE
L-1	N 89°59' 58" E	2.32'
L-2	N 89°59' 58" E	12.68'
L-3	N 89°59' 58" E	10.37'
L-4	N 89°59' 58" E	4.63'
L-5	N 01°39' 42" E	20.03'
L-6	N 01°39' 42" E	31.76'
L-7	S 88°51' 36" E	7.50'
L-8	S 50°12' 33" E	9.53'

PROPERTY DESCRIPTION

A TRACT OF LAND, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 01°52' 42" WEST, 74.121 TO THE POINT OF BEGINNING; THENCE SOUTH 88°07' 18" EAST, 100.01 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 95°44' 52", AN ARC LENGTH OF 23.56 FEET, AND A CHORD WHICH BEARS SOUTH 43°07' 38" EAST HAVING A CHORD DISTANCE OF 21.21 FEET; THENCE SOUTH 87°35' 29" EAST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°59' 20", AN ARC LENGTH OF 25.07 FEET, AND A CHORD WHICH BEARS NORTH 49°44' 28" EAST HAVING A CHORD DISTANCE OF 22.25 FEET; THENCE SOUTH 7°13' 05" EAST, 44.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A DELTA OF 21°59' 12", AN ARC LENGTH OF 47.97 FEET, AND A CHORD WHICH BEARS SOUTH 67°01' 15" EAST HAVING A CHORD DISTANCE OF 47.87 FEET; THENCE SOUTH 55°00' 45" EAST, 54.89 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A DELTA OF 17°58' 12", AN ARC LENGTH OF 54.89 FEET, AND A CHORD WHICH BEARS SOUTH 20°10' 27" EAST HAVING A CHORD DISTANCE OF 61.62 FEET; THENCE SOUTH 21°59' 11" EAST, 47.97 FEET; THENCE SOUTH 05°49' 44" EAST, 17.80 FEET; THENCE SOUTH 36°21' 27" EAST, 79.32 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A DELTA OF 16°01' 24", AN ARC LENGTH OF 48.94 FEET, AND A CHORD WHICH BEARS NORTH 54°02' 21" WEST, 41.81 FEET; THENCE SOUTH 49°44' 28" WEST, 15.00 FEET; THENCE SOUTH 43°07' 38" WEST, 21.21 FEET; THENCE SOUTH 87°35' 29" WEST, 50.00 FEET; THENCE SOUTH 88°07' 18" WEST, 115.03 FEET; THENCE NORTH 01°52' 42" EAST, 85.00 FEET TO THE POINT OF BEGINNING; AND CONTAINING 5.19 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, I, SHAWN TURNER, PRESIDENT OF WOLF BUILDING & DEVELOPMENT, INC. HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. WE HEREBY DEDICATE, GRANT, AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

SHAWN TURNER, PRESIDENT

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.

ON THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED SHAWN TURNER, PRESIDENT OF WOLF BUILDING & DEVELOPMENT, INC. TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.

NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of Oak Hills, Phase 3 was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. _____ on the _____ day of _____, 2024.

City Clerk _____ Date _____

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2024 the final plat of Oak Hills, Phase 3 conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

City Planner _____ Date _____

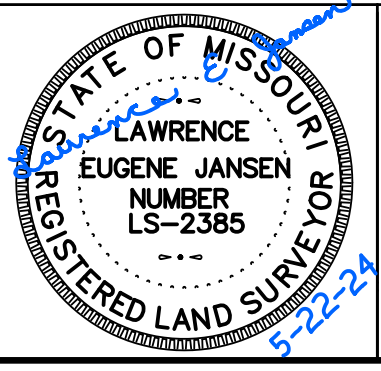
CERTIFICATE OF SURVEY AND ACCURACY

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E. Jansen
 LAWRENCE E. JANSEN LS 2385

5-22-24
 DATE

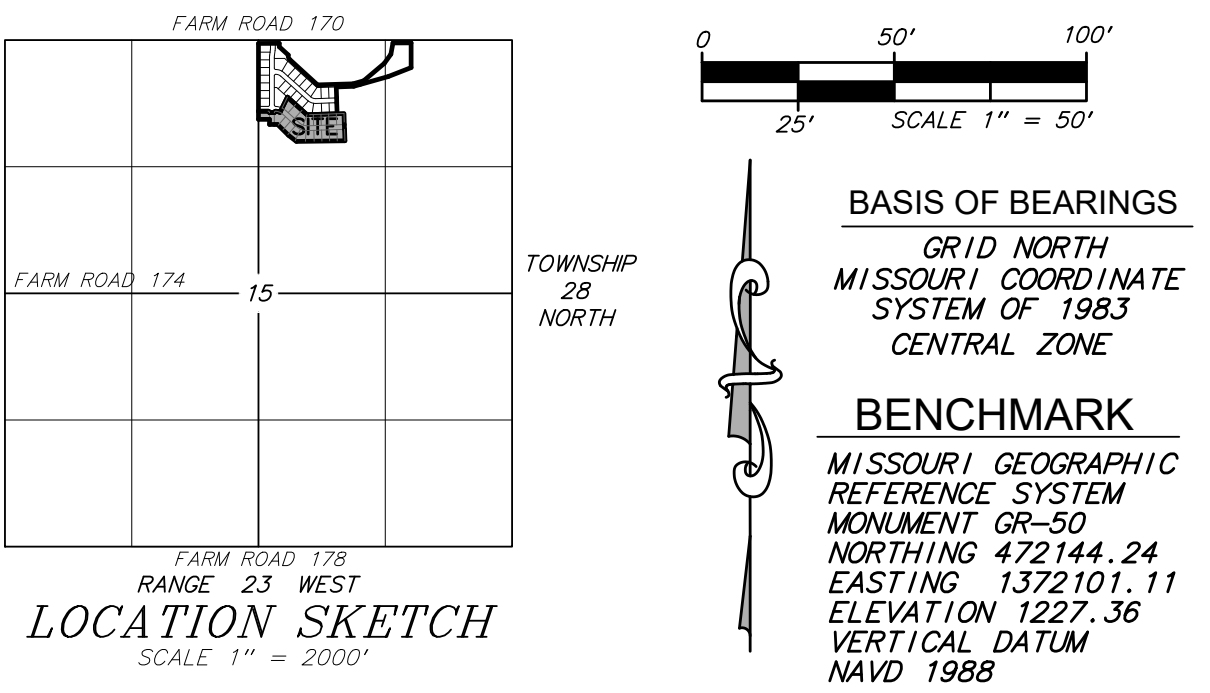
CLASS OF SURVEY "URBAN"	
<input checked="" type="checkbox"/>	Permanent monuments
<input type="checkbox"/>	S/B Setback Line
<input type="checkbox"/>	U/E Utility Easement
<input type="checkbox"/>	D/E DRAINAGE EASEMENT



GLOBAL
 PRECISION SURVEYING, L.L.C.
 P.O. BOX 790, REPUBLIC, MO 65738
 PHONE 417-888-0300 FAX 417-888-0335
 CERTIFICATE OF AUTHORITY
 NUMBER LS-2010000563

NOTE

OWNERSHIP AND MAINTENANCE OF OPEN SPACE AND DRAINAGE/ DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.



POINT OF COMMENCING
 NW COR. NW 1/4 NE 1/4
 SEC. 15, T28N, R23W



DEVELOPMENT NOTES

Total Area = 5.19 Acres
 Total Number Of Lots - 19
 Current Zoning District = R1-H High Density Single-Family Residential District
 Source of Title Book 2020 Page 045944-20
 Preliminary Plat Approval January 19, 2021

This Property Does Not Lie Withing A Flood Hazard Area As Determined By The Flood Insurance Rate Map Number 29077 C 0318 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.

No structures are to be built between the right of way line and building setback line.

Minimum Building Setbacks:
 Front - 25 Feet
 Rear - 25 Feet
 Side - 6 Feet
 Side Adjacent to Street - 15 Feet

There is a 10' Utility Easement Adjacent To A11 Street Right Of Way And Along The Rear Of All Lots. (Except as noted)

Centerline bearings of streets are the same as adjacent lot lines.

Unless otherwise noted, the arc distances along RW/Lot Lines are concentric to adjacent centerline curves.

Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)

Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.

LOT AREAS

1	11,287 sq. ft.	0.25912 acres
2	10,350 sq. ft.	0.23760 acres
3	10,563 sq. ft.	0.24250 acres
4	10,065 sq. ft.	0.23105 acres
5	9,200 sq. ft.	0.21120 acres
6	9,200 sq. ft.	0.21120 acres
7	9,200 sq. ft.	0.21120 acres
8	9,200 sq. ft.	0.21120 acres
9	9,467 sq. ft.	0.21733 acres
10	9,340 sq. ft.	0.21441 acres
11	9,212 sq. ft.	0.21148 acres
12	9,085 sq. ft.	0.20856 acres
13	9,592 sq. ft.	0.22021 acres
14	10,190 sq. ft.	0.23393 acres
15	10,070 sq. ft.	0.23118 acres
16	8,426 sq. ft.	0.19344 acres
17	8,142 sq. ft.	0.18692 acres
18	11,214 sq. ft.	0.25744 acres
19	9,728 sq. ft.	0.22332 acres

Owner/Applicant
Wolf Building & Development, INC.

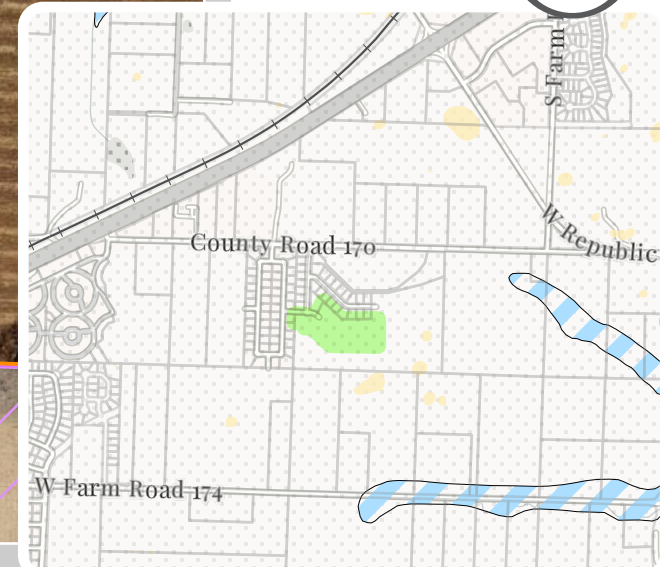
ADDRESS
7012 W Farm Road 170

ZONING
R1-H




PIN
1715100043

WARD
1

ACREAGE
5.19



OAK HILLS PHASE 3
SUBD-FNL 24-005 | FINAL PLAT

	Site Extent		Sinkholes
	Out of City		Floodplain