



NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ

MONDAY, AUGUST 3, 2026 – 6:00 P.M.

CITY COUNCIL CHAMBERS ~ JOHN G. CHRISTY MUNICIPAL BUILDING ~ 320 E. McCARTY STREET
TO **VIEW** THE LIVE MEETING ON YOUTUBE [CLICK HERE](#)

TENTATIVE AGENDA

PRAYER – Councilmember Ahlers
PLEDGE OF ALLEGIANCE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADOPTION OF AGENDA**
- 4. MISCELLANEOUS AGENDA ITEMS**
 - a. Citizens for Proposition 1 Presentation (Brad Bates)
 - b. Ward Three Nominees Question & Answer (4 minutes each)
 - i. Susan Cook
 - ii. Hal Dulle
- 5. OPPORTUNITY FOR PUBLIC COMMENT** (All individuals will be limited to 4 minutes without exception. All presentations shall be made from the podium unless other accommodation is requested and granted.)
- 6. PUBLIC HEARINGS**
 - a. Approving a PUD Plan for 107 Adams St. for a Resource Center and Emergency Shelter
 - i. Pending Bill 2026-018 (Hoselton) Staff: David Helmick (*On hold per applicant's request to continue to a later date per § 35-70 H 5(a) of the City Code.*)
- 7. APPOINTMENTS BY THE MAYOR**
- 8. PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS**
- 9. ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF**
 - a. Council Committee Meetings (Check www.jeffersoncitymo.gov meeting calendar for dates, times, locations, and agendas):
 - i. Administration
 - ii. Finance
 - iii. Public Safety

iv. Public Works & Planning

b. Other Announcements

10. CONSENT AGENDA

- a. Minutes of City Council Meetings: July 20, 2026
- b. Authorizing a Cooperative Procurement Contract with Sweetens Sealing Services for Pavement Sealant Street Services

11. BILLS INTRODUCED

- a. 2026-021 Authorizing a Utility Easement with Missouri-American Water for a Water Main Project in Washington Park (Hoselton) Staff: Aaron Grefrath
- b. 2026-022 Amending Chapter 19, Schedule G (Stop Intersections) by Removing Stop at Monroe St. and Woodlawn Ave. (Kampeter) Staff: Kyle Bruemmer
- c. 2026-023 Establishing the Rate of Taxation for Property Tax for Calendar Year 2026 (Leuckel) Staff: Shelby Convery
- d. 2026-024 Authorizing Submittal of a 1/4¢ Public Safety Sales Tax to the Voters on the November 3, 2026 Ballot (Allen) Staff: Nathan Nickolaus
- e. 2026-025 Authorizing the Issuance of Sewerage System Revenue Bonds (State of MO Direct Loan Program), Series 2026 to be Purchased by DNR (Kampeter) Staff: Kyle Bruemmer

12. BILLS PENDING

- a. 2026-017 Amending City Code, Modifying Various Traffic Codes to Change Parking Time Limits, Parking Rates in the Downtown Area, Add Juneteenth Holiday Exemptions, and Remove the Municipal Parking Garage References in City Code (Kampeter) Staff: Kyle Bruemmer
- b. 2026-018 Taken Up Under 6(b.)

13. INFORMAL CALENDAR**14. RESOLUTIONS**

- a. RS2026-21 Authorizing a Construction Contract with Stockman Construction Corp. for the Franklin Street Stormwater Project (Kampeter) Staff: Kyle Bruemmer
- b. RS2026-22 Authorizing an Application for the Outdoor Recreation Legacy Partnership Grant (Hoselton) Staff: Aaron Grefrath.
- c. RS2026-23 Authorizing a Contract with GWH Landscape Contracting LLC for the 2026 Concrete Pavement Repair (Kampeter) Staff: Kyle Bruemmer
- d. RS2026-24 Authorizing a Franchise Renewal with Ameren (Ahlers) Staff: Nathan Nickolaus

- e. RS2026-25 Authorizing a Funding Agreement with F&F Development, LLC in Conjunction with Previously Approved St. Mary’s Hospital TIF (Leuckel) Staff: Nathan Nickolaus
- f. RS2026-26 Authorizing a Contract with M&M Landscaping and Construction, LLC for W. McCarty St., Broadway St., and Washington St. Sewer Repair Project (Kampeter) Staff: Kyle Bruemmer

15. NEW BUSINESS

16. UNFINISHED BUSINESS

17. RECESS / CLOSED

- a. The Chair will entertain a motion to adjourn the public session, and pursuant to Sec.610.021 of the Revised Statutes of Missouri, go into Closed Session to discuss the following:
 - i. Attorney Client Privilege [Sec. 610.021(1)]
 - ii. Real Estate [Sec. 610.021(2)]
 - iii. Personnel [Sec. 610.021(13)]

18. RECONVENE

19. ADJOURN

ⁱ Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.



NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ

CITY COUNCIL WORK SESSION

City of Jefferson, Missouri
320 E. McCarty St.

CITY COUNCIL CHAMBERS

MONDAY, AUGUST 3, 2026

5:45 P.M.

AGENDA

1. Discussion of August 3, 2026 City Council Meeting Agenda Items
2. Adjournment

ⁱ Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.

STATEMENT OF INTEREST

Jefferson City Council – Ward 3 Appointment

To the Mayor and Members of the Jefferson City Council:

I am pleased to submit my application for appointment to the vacant Ward 3 seat on the Jefferson City Council. I am ready to serve, and believe my professional experience, civic record, and deep roots in this community make me well-prepared to do so effectively.

Jefferson City is my home. It is where I work, raise my son, and serve my community. I care deeply about the future of this city, not only because of what I do professionally, but because I am a resident who wants Jefferson City to be a strong, welcoming, and well-run community for everyone who lives here.

For nearly a decade, I have served as Executive Director of River City Habitat for Humanity. During my tenure, I have led the organization through sustained growth, overseeing construction of over 38 affordable homes for local families, managing an annual operating budget of approximately \$1,000,000, directing staff and hundreds of volunteers each year, and stewarding donor and community relationships that sustain the mission. The work requires financial accountability, staff leadership, board governance, community trust, and the ability to move complex projects from idea to completion. It has taught me that good leadership is not just about strong goals; it is about listening well, making sound decisions with limited resources, and staying focused on results.

The experiences I have gained in my role at River City Habitat have directly shaped how I approach public service. I understand how budgets and policies translate into real outcomes for real people. I know what it takes to build consensus among diverse stakeholders, manage competing priorities, and stay accountable to the communities I serve. These are the skills I believe the council role requires.

My commitment to Jefferson City extends well beyond my professional role. Throughout my adult life, I have been someone who shows up when there is work to be done and stays engaged long after the spotlight has moved on. Following the 2019 tornado, I served as Housing Chair on the Long-Term Recovery Committee of Cole and Miller County. At a time when our community did not yet have a formal disaster-response structure in place, we worked together to learn, organize, and respond. Month after month, we heard real stories from individuals and families trying to rebuild their lives, considered how best to use the resources entrusted to us, and worked alongside case managers, churches, nonprofits, local and state officials, and community partners to help people recover.

Working to stabilize community members in the wake of the 2019 storm reinforced a lesson I have learned and applied consistently in community service: meaningful progress takes patience, collaboration, and a willingness to listen closely to the people most affected. This approach was used to create Cole County Youth Day, where we surveyed young people about what issues were affecting them, brought together

schools, public safety agencies, nonprofits, and community leaders, and created space for youth to be heard. It also informed my work with the Jefferson City Human Relations Commission, where I helped organize community forums, panels, and conversations on issues that affect how people experience our community.

If appointed to serve Ward 3, I would bring that same approach to the role. My priorities would be guided by several core principles.

First, the City must continue to be a responsible steward of public resources. Residents expect local government to provide reliable services, maintain infrastructure and make decisions that reflect both current needs and long-term responsibility.

Second, Jefferson City should continue investing in strong neighborhoods. Safe streets, quality infrastructure, code enforcement, housing stability, parks, public spaces, and neighborhood reinvestment all contribute to whether residents feel proud of where they live and confident in the city's future.

Third, economic development should be thoughtful, balanced, and connected to the needs of residents. Jefferson City should support local businesses and pursue growth while preserving the character and livability of our neighborhoods, ensuring that what gets built here reflects the values of the people who live here.

Fourth, the City must continue working with community partners to address complex issues such as housing affordability, homelessness, poverty, and public safety. These issues cannot be solved by city government alone, but city leadership plays an important role in setting the tone for practical problem-solving.

Finally, I believe local government works best when it is accessible, transparent, and responsive. Ward 3 residents deserve a representative who listens carefully, prepares thoroughly, and approaches issues with both common sense and genuine humility. I would come to this role not with the belief that I have all the answers, but with the experience, the relationships, and the commitment to do the work well.

I would be honored to serve the residents of Ward 3 and to contribute to the continued strength and future of Jefferson City. Thank you for your time and serious consideration of my application.

Respectfully,

Susan Cook

Jefferson City, Missouri

(573) 301-7376

susanlynncook@gmail.com

Susan Cook

Jefferson City, Missouri | (573) 301-7376 | susanlynncook@gmail.com

PROFESSIONAL PROFILE

Executive Director and affordable housing leader with nearly a decade leading River City Habitat for Humanity and more than two decades of experience in nonprofit operations, housing, real estate, financial management, human resources, advocacy, and community engagement. Driven by the belief that a house becomes a home when it creates stability, dignity, and opportunity. Known for strategic and hands-on leadership, practical problem solving, organizational sustainability, partnership-building, and moving community conversations toward action.

AREAS OF STRENGTH

- Affordable housing & homeownership
- Budgeting, bookkeeping & audit preparation
- Construction oversight, permits & inspections
- Coalition building & task force leadership
- Nonprofit leadership & board governance
- Fundraising, donor relations & public engagement
- Local government collaboration & public process
- Human resources, staff development & operations

PROFESSIONAL EXPERIENCE

Executive Director | River City Habitat for Humanity

Jefferson City, Missouri | October 2016 – Present

- Lead a mission-driven nonprofit focused on expanding access to affordable homeownership in Jefferson City, guiding families from application through construction and into stable homeownership.
- Direct all aspects of organizational operations including construction activity, fundraising, annual budget management, staff leadership, volunteer coordination, donor relations, and board governance — managing a team of staff and engaging hundreds of volunteers annually.
- Navigate practical housing-production issues including rising construction costs, permitting, building codes, inspections, infrastructure needs, and neighborhood development considerations.
- Strengthen organizational capacity and advance housing solutions by building partnerships with donors, businesses, faith communities, volunteers, local officials, peer nonprofits, and community stakeholders.
- Develop campaigns, events, and public messaging that connect community members to purpose and increase understanding of local housing needs.

Operations Manager | Empower Missouri

February 2013 - October 2016

- Managed organizational financial record-keeping, bookkeeping, budget support, bank reconciliations, payroll assistance, financial statements, and audit preparation.
- Improved operational systems related to membership reporting, communications, email marketing, website design, and social media tools.
- Monitored human resources compliance, employee benefits, organizational policies, and personnel procedures.
- Assisted with public policy advocacy, including legislative testimony, Student Advocacy Day, member communications, grant writing, and grant reporting.
- Worked with a 25-member board of directors, staffed committees, supervised program staff, and developed community relationships to strengthen organizational impact.

Office Manager | Gratz Real Estate & Auctioneering

August 2004 - February 2013

- Supported real estate agents with listings, contracts, client communications, and office operations.
- Managed bookkeeping for multiple accounts in QuickBooks, prepared year-end financial information, and coordinated administrative systems.
- Managed more than 25 rental properties, including advertising vacancies, selecting tenants, collecting rent, scheduling repairs, resolving tenant concerns, and coordinating with housing assistance programs.

CIVIC, BOARD & VOLUNTEER LEADERSHIP

- **Creator and Chair, Capital City Housing Task Force** - Convenes local stakeholders to understand housing challenges, elevate community education, and move Jefferson City toward long-term housing solutions.
- **Vice Chair, Jefferson City's Task Force on Homelessness** - Participated in community review of homelessness needs, system gaps, and practical recommendations for local response.
- **NAACP, JC Branch** – Serve on the Housing Subcommittee for the local branch of the civil rights organization and assist with fundraisers, graphic design and marketing of events
- **Officer, Long Term Recovery Committee of Cole and Miller County** - June 2019 - July 2023 | Supported tornado recovery and rebuilding efforts for families and the community.
- **Jefferson City Human Relations Commission** – City Committee focused on human relations, inclusion, and public education.
 - Commissioner, 2019 - 2021
 - Vice President, January – December 2020
 - President, January – December 2021
- **Promise Leader, Sandy Hook Promise** - October 2015 - 2022 | Community awareness and prevention education related to gun violence and school safety.
- **Co-Chair and Co-Founder, Cole County Youth Day 2014-2016** - Co-created and led a community event bringing together youth, schools, public safety agencies, nonprofits, and community leaders to give young people a meaningful voice on issues affecting them.
- **Lincoln University, Blue Tiger Quarterback Club** – Football booster club
 - President, 2014 – 2015
 - Membership Chair, 2013 - 2014

EDUCATION

- **Master of Arts in Sociology** | Lincoln University of Missouri, Jefferson City, Missouri
- **Bachelor's Degree in Psychology** | Southwest Missouri State University, Springfield, Missouri

Hal J. Dulle

104 Douglas Drive
Jefferson City, Missouri 65109

573.418.7181

hdulle@hotmail.com



**Hal J. Dulle
104 Douglas Drive
Jefferson City, MO 65109**

June 29, 2026

Ms. Emily Donaldson
City Clerk
City of Jefferson
320 E. McCarty Street
Jefferson City, MO. 65101

Dear Ms. Donaldson,

This is to advise of my interest in being selected for the vacancy on the City Council representing Ward 3.

Being retired, I am including a copy of my last Resume.

Also, included is my nomination for the Kevin Meinhardt Memorial Award submitted in 2018. I was selected for that award.

Finally, a copy of the release about my selection by the Salute to American Committee for its Salute to American Impact Award which I will receive on July 4, 2026 during the Opening Ceremony of the 250th Anniversary of the United States of America.

As a matter of clarification and update on the information, I am no longer Chairman of the USS Jefferson City Submarine Committee but remain a member. Also, I have resigned from the Jefferson City Convention and Visitors Bureau Board after eight years of service.

Sincerely,



Hal J. Dulle

Hal J. Dulle

Experience

2006 to 2009

Missouri Veterans Commission

Executive Director

- July, 2006 named Executive Director.
- Provided strategic leadership for the Commission and its three core programs within delegated authority and policies.
- Responsible for administering \$72 million annual budget and 1800 employees
- Administered duties pursuant to Section 42.012 RSMo.

2001 to 2006

Missouri Veterans Commission

Deputy Director

- Directed and managed the statewide activities of the Service to Veterans Program, Cemetery Program and the Veterans Service Organization Grants Program
- Served as the liaison to the legislature, other state agencies and veterans service organizations
- Planned, directed, monitored, and evaluated care and treatment for Missouri Veterans. Developed and interpreted policy, rules and procedures relating to Missouri Veterans Commission Service Organization Grants Program and conducted special studies and projects
- Directed, through subordinates, the services and administration of grants, purchases and transfers of lands.
- Coordinated statewide initiatives with the Veteran Service Officers and Cemetery Directors; and coordinated central office and recruitment and retention activities as well as coordination of efforts to transition new veterans into the VA system of benefits, pensions, and health care.

1996

Organizational Management Resources, Inc.

Director of Governmental Relations

- Established a new company geared toward small to medium non-for-profit associations and business.
- Provided expertise in the areas of governmental relations, management information systems, finance and taxation and management advisory services.

1994 to 1995 *Missouri Department of Natural Resources*

Consultant; Assistant to the Director

- Developed strategy for the Department Director to increase the public's awareness of the services and programs beneficial to the public.
- Organized and conducted a series of public meetings throughout the state that integrated over twenty department programs into one functional entity.
- Worked with local governmental officials and civic leaders to implement department's public awareness program

1984 to 1994 *KPL Gas Service*

Director, Government Relations; Senior Marketing Consultant

- Established and maintained credible relationships with government officials in Missouri, Oklahoma and Kansas assuring the company's position on issues was understood and given fair consideration in legislative matters.
- Compiled information on all proposed legislation, which could impact the company and informed senior management of the possibilities and the necessary action

1982 to 1984 Missouri Chamber of Commerce

Legislative Specialist

- Represented the Chamber's policies and positions during the General Assembly.
- Served as Staff Executive to the Administrative Committee of the Economic Development Council and worked with the committee to prepare programs and policies for Board approval.
- Wrote and edited the weekly news bulletin, providing members with information about legislation during the General Assembly .

1972 to 1982 MO Public Service Commission

Rate and Tariff Analyst; Manager, Customer Services

- Reviewed tariff filings submitted by utility companies.
- Identified changes in proposed utility rates and determined the potential revenue impact and whether the proposed rates or charges would produce the revenue authorized by the Commission.
- Helped establish a Customer Services Department and was named its first supervisor.
- Established a system to handle and dispose of consumer inquiries and complaints regarding utility operations; established and supervised offices in St. Louis and Kansas City.
- Worked extensively with state legislation involving utility customer billing rights and responsibilities.
- Promoted to Manager, Customer Service Department -1977
Additional duties included preparing the annual budget in excess of \$2 million for the division; analyzed customer service standards of utility operations and participated in management efficiency audits of customer rights and responsibilities.
- Lincoln University - Bachelor of Science, degree in Business Administration
- Major: Economics
- Minor: Business Management

Education

Military

- Graduate Study: Lincoln University MBA Program
- United States Marine Corps
- Military Intelligence - Republic of Vietnam

References available upon request.

The Kevin Meinhardt Memorial Award for Distinguished Public Service 2018 Nomination Form

The Kevin Meinhardt Memorial Award for Distinguished Public Service recognizes a citizen volunteer on a city board, committee, or commission who demonstrates the following:

- Devotion to Public Service as demonstrated by length of service; and
- Excellence and professionalism exhibited while serving on a city board, committee or commission; and
- Enthusiasm for public service; and
- Conduct, as a citizen, which reflects the highest ideals of citizenship.

Nominations may be made by any member of a city board, committee, or commission, by any staff liaison to such a committee, or by any city council member. Nominations must be submitted to Jennifer Suchanek by October 19, 2018.

Name of nominee for award: Hal Dulle

SUMMARY:

Mr. Dulle is a lifelong resident of the City of Jefferson. Mr. Dulle serves on several City Boards and/or Commissions as well as volunteering on, or for, other non-City related organizations/events. Mr. Dulle is a military veteran. In every interaction, Mr. Dulle is positive, professional, and focuses on serving individuals, particularly Veterans, while also promoting and improving the City of Jefferson. Through his actions and deeds, Mr. Dulle exemplifies the ideals represented by the Kevin Meinhardt Memorial Award for Distinguished Public Service.

Public Service Devotion

Please list all the city boards, committees and commissions on which this nominee has served, and period of time served, if known.

Mr. Dulle has served on the following City Boards and/or Commissions:

- USS Jefferson City Submarine Committee (appointed June 18, 2012 to present): Chair
- Convention and Visitors Bureau (appointed December 8, 2015 to present): Board Member
- Veterans Plaza Foundation: (serving since 2015): Chair
- Parks Commission (appointed on August 2, 1982; not sure of length of service): Prior Commission Member

Although involved in various community activities, Mr. Dulle's main area of volunteer focus is on recognizing and serving military veterans. This commitment to military veterans is reflective of Mr Dulle's military service in the U.S. Marines.

In his professional capacity, Mr. Dulle retired from his seven-year tenure at the Missouri Veterans Commission, where he served his last two years as executive director.

Mr. Dulle is a lifelong resident of Jefferson City. Mr. Dulle graduated from Lincoln University. Mr. Dulle is known not only for his passion for service in the community, but also for helping to convey the successes and achievements of the community. One such example of Mr. Dulle's commitment to sharing information about the community and telling the story of Jefferson City is done through his radio show, "Open Air Saturday," on KWOS News Radio.

Excellence and Professionalism

How has this citizen displayed excellence and professionalism while serving?

Mr. Dulle has shown excellence and professionalism through the City Boards and Commissions on which he serves; through the various community organizations on which he serves, or has served; through his military experience; by telling the positive story of Jefferson City through his radio show; and through his personal interactions.

One example of Mr. Dulle's professionalism was to reactivate the Veterans Foundation membership to work on improving and upgrading the Veterans Plaza at the Police Department. In that regard, Mr. Dulle personally invited specific individuals with similar interests to volunteer their time and talents to identify options to improve the Veterans Plaza, making it more inclusive of additional veterans and more representative of the distinguished service provided by Veterans. The Foundation is currently developing conceptual ideas for improvements to the Plaza.

Although one may not always agree with Mr. Dulle's opinion or positions, Mr. Dulle strives to understand the opinion or position of others and is interested in engaging in conversation regarding one's position as a means to better understand how a particular position or action will impact a decision being contemplated. Mr. Dulle is respectful; listens to the opinions of others; has a big picture perspective; and seeks to identify solutions to problems. Mr. Dulle strives to focus on the positive aspects of the City of Jefferson and actively promotes the exploration of "possibilities" in, and for, the City.

Whether serving as Chair of a City Board/Commission or as a Board Member, Mr. Dulle always brings a positive, professional approach and demeanor to the proceedings of the Board/Commission on which he is serving. Mr. Dulle not only has the technical knowledge to serve on the Boards/Commissions noted, but also brings historical knowledge and context to the Board's/Commission's decision-making process.

Whether during his radio show interviews, or asking questions at a Board or Commission meeting, regardless of the guest or the subject, Mr. Dulle focuses on the purpose of the meeting/interview, the connection with the community, and always strives to make his guest or participant appear in a positive manner.

Mr. Dulle strives to include other people in accomplishing the objectives of the various Boards/Commissions on which he serves. The expectation not only of Mr. Dulle, but also of those with whom he serves, is to get involved in making the City of Jefferson a better place to live, work, and enjoy. For example, as one of the members of the MSP Redevelopment Commission which identified desired land uses on the retired Missouri State Penitentiary (MSP), Mr. Dulle periodically encourages City representatives to maintain the integrity of the initial MSP Redevelopment Commission's conceptual vision for the prison property.

Even when Mr. Dulle goes to Sturgis, North Dakota to participate in the annual motorcycle event, he promotes the City of Jefferson.

Outstanding Enthusiasm

How has this citizen demonstrated enthusiasm for public service?

Through his actions and deeds, Mr. Dulle exemplifies the ideals represented by the Kevin Meinhardt Memorial Award for Distinguished Public Service. Other committees; volunteer activities; recognitions; etc. on which Mr. Dulle serves, or has served, include:

- Vietnam Veteran, United States Marine Corps.
- Missouri State Penitentiary Redevelopment Commission: Board Member
- Veterans of Foreign Wars: Life Member
- American Legion: Member
- Vietnam Veterans of America: Life Member
- Evening Optimist Club Charter: Member
- Elks Club: Member
- Disabled Veterans of America: Member
- Marine Corps League: Life Member
- Capital Region Medical Center Foundation: Member
- Association of Active and Retired Missouri State Employees: Vice President
- National Association of State Veterans Directors: Former Vice President
- Vietnam Veteran Memorial Foundation National Committee: Member
- Central Missouri Council, Navy League of the United States: President
- American Legion Riders: Member
- Honor Flight Riders: Member
- Rotary Club of Jefferson City: Member
- Disabled Veterans of America (Missouri): Distinguished Veteran of the Year
- Veterans of Foreign Wars (Missouri): Veteran of the Year
- Served as Guardian on 23 Central Missouri Honor Flights
- St. Peter Church: Member
- Missouri Foundation for Veterans Medical Research: Member

Obviously Mr. Dulle's participation in the military shows a dedication to public service. Additionally, Mr. Dulle's professional experience in working with the state also supports Mr. Dulle's commitment to public service. Mr. Dulle's volunteerism, particularly in support of Veterans, using his own time and money, further reinforces Mr. Dulle's dedication for public service and in making a positive difference in the lives of individuals. In each organization in which Mr. Dulle serves, or has served, he has done so in a positive manner, focusing on the organization's mission, while also remembering the connection with the community.

One example of Mr. Dulle's enthusiasm for serving the public was noted on a recent trip to Pearl Harbor, Hawaii in which Mr. Dulle joined several other dignitaries from the State of Missouri to present to the Battleship Missouri Museum representatives, an original silver place setting used by officers aboard the USS Missouri after World War II.

Mr. Dulle has also advocated for, and has participated in, numerous Honor Flights, taking Veterans to visit and reflect at their memorials. Although the trips for Veterans to visit a specific memorial are important, the opportunity to show Veterans the respect for their service is the main purpose for Mr. Dulle's involvement.

Citizenship

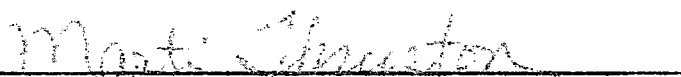
How has this citizen reflected the highest ideals of citizenship?

Aristotle said: "It is not always the same thing to be a good man and a good citizen." Mr. Dulle strives to be both: a good person and a good citizen. Through his professional experiences, civic involvement, and volunteer work, Mr. Dulle has shown that he is both a good person and a good citizen. Mr. Dulle truly is interested in making a positive difference in, and for, the citizens of the City of Jefferson. Mr. Dulle typifies "the highest ideals of citizenship" by getting involved and passionately working to improve the lives of people, particularly Veterans.

Mr. Dulle is willing to get involved; take action; seek input; offer suggestions; ask questions; see potential and opportunities; advocate for his position; and educate people on issues. Although Mr. Dulle is not reluctant to share his views on an issue, he does so respectfully and understands that there may be another perspective regarding the subject being discussed.

Mr. Dulle's citizenship is reflected through his service on numerous City Boards and Commissions; participation in community organizations; interactions; and commitment to the positive promotion of the City of Jefferson.

Nomination submitted by



Signature

Printed Name: Marti Thruston

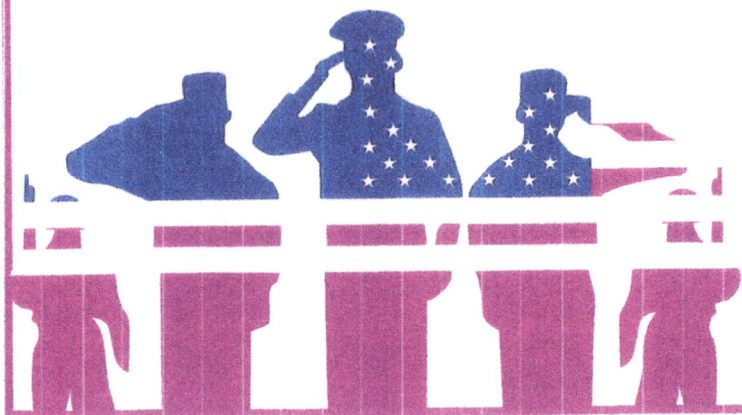
USS Jefferson City Submarine Committee

October 11, 2018



Hal Dulle

**Salute to America Impact Award
Recipient**



A lifelong resident of Jefferson City, Hal Dulle has dedicated his life to serving his community, his fellow veterans, and the City he proudly calls home. A Vietnam veteran and former U.S. Marine, Hal has spent decades championing causes that honor military service while helping make Jefferson City a better place to live, work, and visit.

Throughout his distinguished career, Hal served as Executive Director of the Missouri Veterans Commission and has remained deeply involved in numerous civic and veterans organizations. He currently serves as Chair of the USS Jefferson City Submarine Committee, Chair of the Veterans Plaza Foundation, a member of the Convention and Visitors Bureau Board, and Commander of American Legion Post 5, the largest American Legion post in Missouri.

Known for his positive attitude, professionalism, and commitment to public service, Hal has also helped tell Jefferson City's story through his longtime radio program, Open Air Saturday on KWOS. Whether advocating for veterans, supporting Honor Flights, promoting local initiatives, or serving on community boards and commissions, Hal leads with enthusiasm, integrity, and a genuine desire to make a difference.

For his lifelong commitment to service, leadership, and community engagement, Salute to America is proud to recognize Hal Dulle with the Impact Award.

PUBLIC HEARING/BILL SUMMARY

BILL NO: 2026-018

SPONSOR: Councilmember Hoselton

SUBJECT: Approving a PUD Plan for a Resource Center and Emergency Shelter.
(Planning and Zoning Commission Case No. P26009)

DATE INTRODUCED: July 20, 2026

PUBLIC HEARING: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Neutral.

Summary: Standard ordinance approving a PUD Plan.

Origin of Request: Property owner, through the Planning and Zoning Commission.

Department Responsible: Department of Planning and Protective Services.

Person Responsible: David Helmick / Eric Barron

Background Information: This bill would approve a Planned Unit Development (PUD) Plan for use of an existing two story, vacant office building as a Resource Center and Emergency Shelter. The 0.44 acre property is currently zoned PUD Planned Unit Development. Planned building renovations are noted in the application materials. The plan consists of two phases with the first phase involving the resource center on the lower floor and the second phase pertaining to the emergency shelter on the second floor. A screened outdoor area is proposed at the rear of the building. Please see attached case materials for more information.

Planning and Zoning Commission Review: The Planning and Zoning Commission reviewed the application for the PUD Plan at their meeting on June 11, 2026. The motion to recommend approval to the City Council FAILED on a vote of 3 in favor and 4 against.

Public Notice: Standard public notice procedures were followed in advance of the Planning and Zoning Commission meeting and the City Council meetings. This includes (1) publication of the public notice agenda in the Jefferson City News Tribune 15 days in advance of the hearing on the case; (2) notification by letter to adjoining and affected property owners within 185 feet, and (3) posting of a sign at the property announcing the date and time of the hearing 10 to 15 days in advance of the hearing.

Public Comment Received: Public correspondence was received before and after the Planning and Zoning Commission meeting. Please see the attached correspondence packet.

Public testimony in support of the request was received at the meeting. The following spoke in favor of the request: Kate Amick, Sarah Hamilton, Carter Stephenson, Claudia Young, Dawn Sweazea, Erin Schrimpf, Melissa Hattfield, Ron Medin, Mark Kiekhaeffer, Dr. Lori Feeler, Kyerra Johnson, Margie Beenders, Rich Falk, Rhonda Flynn, John Smallwood, Brenna Scott

Those who spoke in favor of the request voiced the following thoughts:

- The need for resources and a home for the homeless community.
- Homeless people in the community are in need of day shelter.
- Location is perfect, because this area is where the majority of the homeless people hang out in Jefferson City, MO.

Public testimony in opposition to the request was received at the meeting. The following spoke against of the request: Steve Hobbs, Kara Corches, Meredith Cox, Tyler Woods, Deb Sacilowski

Those who spoke in opposition to the request voiced the following thoughts:

- Public Safety concerns
- Location is not appropriate.
- Economic development concerns for the area

Public testimony in neutrality of the request was received at the meeting. The following spoke on the request: Melinda Jennings, Cheryl Smallwood, April Clark

Those who spoke on the request voiced the following thoughts:

- Clarification on services provided by some community organizations for the unhoused

Fiscal Information: \$740.00 in application fees were received.

Planning & Zoning Commission Recommendation: Negative Recommendation.

BILL NO. 2026-018

SPONSORED BY Councilmember Hoselton

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, APPROVING A PUD PLAN FOR PROPERTY ADDRESSED AS 107 ADAMS STREET.

WHEREAS, it appears that the procedures set forth in the zoning code relating to zoning and PUD Plans have in all matters been complied with.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The PUD Plan, on file as Case No. P26009 in the Jefferson City Planning Division is hereby approved for the following described real estate: The southerly half of Inlot No. 114, in the City of Jefferson, Missouri. More particularly described as follows: Beginning at the southwesterly corner of said Inlot No. 114; thence northerly along the westerly line thereof, 99 feet 4 1/2 inches; thence easterly parallel with the southerly line of said Inlot, 104 feet 4 1/2 inches to the easterly line thereof; thence southerly along said easterly line, 99 feet 4 1/2 inches to the southeasterly corner of said Inlot; thence westerly along the southerly line thereof, 104 feet 4 1/2 inches to the point of beginning. also: part of Inlot No. 115, in the City of Jefferson, Missouri, more particularly described as follows: Beginning at a point, which said point is 4 feet 4 1/2 inches westerly from the easterly line and 119 feet 3 inches southerly from the northerly line; thence westerly parallel with the northerly line, 50 feet; thence southerly parallel with the easterly line, 79 feet 6 inches to the southerly line of said Inlot; thence easterly along said southerly line, 54 feet 4 1/2 inches to the southeasterly corner thereof; thence northerly along the easterly line, 73 feet 9 inches; thence westerly parallel with the northerly line of said Inlot, 4 feet 4 1/2 inches; thence northerly parallel with the easterly line, 5 feet 9 inches to the point of beginning. also: part of Inlot No. 115, in the City of Jefferson, Missouri, more particularly described as follows: beginning at the southwesterly corner of said Inlot No. 115; thence easterly along the southerly line thereof, and the city alley, 50 feet; thence northerly parallel with the westerly line of said Inlot, 88 feet 9 inches; thence westerly parallel with the southerly line of said Inlot and the city alley, 50 feet to the westerly line thereof; thence southerly along the westerly line of said Inlot, 88 feet 9 inches to the point of beginning. subject to easements and restrictions of record. Containing 0.44 acre, more or less.

Section 2. Permitted Land Uses. Permitted uses for the property shall be limited to Resource Center/Emergency Shelter and Office uses. Signage and lighting shall adhere to the allowances of the C-O Office Commercial zoning district.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Table of Contents
107 Adams Street PUD Plan

<u>Item</u>	<u>Page No.</u>
Council Bill	
Bill Summary	
Excerpt of Unapproved P&Z Commission Minutes	1
P&Z Case Packet	4
Staff Report	7
Application Materials	
Project Narrative	9
Operating Procedure	12
Building and Site Plans	15
Surrounding Property Owner Mailing	19
Correspondence Packet (as of 7-13-26)	
List	21
Correspondence	23 - 106

Excerpt of Unapproved Minutes – Case P26009 – 107 Adams Street

JEFFERSON CITY PLANNING AND ZONING COMMISSION

June 11th, 2026

5:15 p.m.

COMMISSION MEMBERS PRESENT

Penny Quigg, Vice Chair
Bunnie Trickey Cotten
William Farr, Jr.
Sara Michael
Randy Wright
Tim Diemler
Dave Overfelt, Alternate
Cade Tremain, Alternate

ATTENDANCE RECORD

6 of 6
6 of 6
6 of 6
5 of 6
6 of 6
5 of 6
4 of 5
1 of 1

COMMISSION MEMBERS ABSENT

Hank Vogt

4 of 6

COUNCIL LIAISON PRESENT

Randy Hoselton

STAFF PRESENT

Davie Helmick, Director of Planning & Protective Services
Eric Barron, Planning Manager
Kortney Bliss, Planner
Shawn McCall, Associate Assistant Attorney
Kimm Bland, Administrative Assistant, PPS

6. New Business/Public Hearings

A. Case No. P26009 – 107 Adams Street Planned Unit Development(PUD) Plan

- Vice Chair Penny Quigg asked staff to present the case.
- Ms. Eric Barron introduced the case and described the property site location, zoning of the property, described the Planned Unit Development(PUD) district, the role of the commission, site plan elements and preliminary floor plan.
- Vice Chair Penny Quigg asked commissioners if they had any questions for staff.
 - Mr. Randy Wright asked staff do we have a copy of actual application. Mr. Eric Barron stated the application form only has the signature by the property owner and is not included in the public packet.
- Vice Chair Penny Quigg asked who would be presenting this case.
- Scott Johnston, President of Board of Directors for Housing the Community of Jefferson City, 4111 Laura Ave, JC, MO presented the case. Mr Johnston spoke on proposal, concerns related to planning and zoning of 107 Adams St. and addressing issues of homelessness, housing instability and access to resources.
 - HJC-Established 2021 operator of Jefferson City Room at the Inn(JCRATI) and Project Homeless Connect
 - Proposal- redevelopment of 107 Adams Street by making 1st floor a Resource Center and 2nd floor an Emergency Shelter(JCRATI) that will be coordinated and professionally managed and designed to address documented community needs.

- The mayor appointed a task force for Homelessness for finding local housing and community needs assistance of homelessness.
 - Resource center's main goal is for folks that want help and want to make a change in their life , to do something about it. Facility will be goal oriented.
 - Shelter will be staffed with a minimum of two trained staff.
 - Shelter will have showers , office space for partner agencies, privacy fence and improved lightning and appearance.
 - Proposal will make an impact on some of the unhoused in Jefferson City and make Jefferson City a better place to live and do business.
- Vice Chair Penny Quigg asked the Commissioners if they had questions.
- Randy Wright asked about the estimate of capital to acquire the building and renovate the building to where you want it. Mr. Scott Johnston stated about 1 million dollars.
 - Willian Farr spoke about alley way concern and accessibility. Mr. Scott stated that they implemented a new policy for staying at the shelter that has reduced loitering and the property is not visible from Capitol Avenue.
 - Vice Chair Penny Quigg asked were the volunteers trained as far as Family Care Safety registry(FCR) , CPR and background checks. Mr Scott stated that they run background checks and training is provided(4 times a year). Volunteers are not required to register with FCR and no CPR training. Vice Chair Penny Quigg asked if there are financial commitments from donors to help and how did they help. Mr Scott stated that they don't have commitments for the entire amount. They will have to do fundraising. If the zoning gets approved, certain individuals and organizations stated they would be there to help.
 - Willam Farr jr. asked what good neighbors meant. Mr Scott Johnston stated that they are listening to their neighbors, addressing problems and clients have expectations. Neighbors are critical.
 - Vice Chair Penny Quigg asked if they visited with the property owners along Capitol Avenue by engaging in conversation. Mr Scott Johnston stated yes, before submitting the application we talked with immediate surrounding neighbors, and we realized that we missed a few when we sent out letters. We had an opportunity for people to come and speak with us as well.
- Vice Chair Penny Quigg asked if anyone would like to speak in favor of this request.
- The following spoke in favor of this request:
 Kate Amick, Executive Director of Common Ground Community Building, 932 Fairmount Blvd
 Sarah Hamilton, 5003 Scruggs Station Rd., JC, MO, Chair of Jefferson City Room at The Inn.
 Carter Stephenson, 911 Jason Rd, JC, MO
 Claudia Young, Library Director, Missouri Regional Library, 1905 Brookgreen
 Dawn Sweazea, 1700 Northport Dr., JC, MO
 Erin Schrimpf, 1712 Rt E, JC, MO
 Melissa Hattfield, 4055 Scarborough Way, JC, MO, Pastor of First Baptist Church
 Ron Medin, 1338 Weather View Dr., Holts Summit, MO
 Mark Kiekhaeffer, 411 E Ashley St., JC, MO, Board Chairman of Transformational Housing.
 Dr. Lori Feeler, 4105 State Hwy 95,
 Kyerra Johnson, 1114 E Dunklin St., JC, MO
 Margie Beenders, 913 Fairmount Blvd, JC, MO.
 Rich Falk, 105 N Polk, JC, MO.

Rhonda Flynn, 11560 Fletcher Lane, Holts Summit, MO(30 plus JC, MO past resident).

John Smallwood, 1109 Meadows Place, JC, MO.

Brenna Scott, 723 W High St., JC, MO.

- The following concerns were voiced by those in favor:
The need for resources and a home for the homeless community in Jefferson City, MO.
A study of the homeless population and count were given.
Homeless people in the community are in need of day shelter.
Location is perfect, because this area is where the majority of the homeless people hang out in Jefferson City, MO.
Jefferson City, MO being the capital city of Missouri, shouldn't have people in the community without shelter. We should be here for our community. We are supposed to love our neighbors.
- o Vice Chair Penny Quigg asked if anyone would like to speak in opposition of this request.
 - The following spoke in opposition to request:
Steve Hobbs, 1648 E Elm St., JC, MO. (Owner of 429 E Capitol Ave. & 427 Parsons Way)
Kara Corches, Missouri Chamber of Commerce of Industries, 428 E. Capitol Ave., JC, MO.
Meredith Cox, 2866 N. Centerwood Rd., Fayetteville, AR. (Owner of 504 & 506 E Capitol Ave.)
Tyler Woods, 611 E Capitol Ave.(Owner), JC, MO.
Deb Sacilowski, 500 E Capitol Ave.(Owner), JC, MO.
 - The following concerns were voiced by those opposed:
Public Safety concerns
Location is not appropriate.
Being in this location is not a good look for the new Conference Center.
- o Vice Chair Penny Quigg asked if anyone would like to just speak on this request.
 - The following just spoke on this request:
Melinda Jennings, 321 Schumate Chapel Rd., Salvation Army- explained what services Salvation Army offers.
Cheryl Smallwood, 1109 Meadows Pl, JC, MO-spoke on Salvation Army
April Clark, Meadow Place – Not for or against it. Stated that the only disqualification from Salvation Army program is being on sex registry.
- o Vice Chair Penny Quigg asked if applicant would like to speak in rebuttal on this request.
 - Mr. Scott Johnston addressed the need for opening JCRAI. Stated they are not competing, not duplicating services in community but will coordinate with other resource centers in the community. Salvation Army is doing an excellent job in the community. We value and recognize the concerns of the neighbors.
- o Vice Chair Penny Quigg closed the testimony and asked for staff report.
- o Mr. Eric Barron gave the staff report and stated the recommended form of motion.
- o Vice Chair Penny Quigg asked if commissioners had questions for staff. (None).

A motion was made by Sara Michael and seconded by Bunnie Trickey-Cotten for recommendation of approval of the PUD Plan with the following conditions.

1. Permitted uses shall be limited to Resource Center/Emergency Shelter and Office uses.
2. Outdoor lighting and signage shall adhere to the requirements of the C-O district.

Vice Chair Penny Quigg requested a roll call vote. Vice Chair Penny Quigg broke the tie by voting.

The motion failed 3-4 with the following votes:

Aye: Trickey-Cotten, Michael, Overfelt

Nay: Farr, Wright, Diemler, Quigg

Abstain: Tremain

Bill will be introduced to the City Council on July 20th, 2026, and Public Hearing on August 3rd, 2026. Both will be held at 6:00pm in the Council Chambers of City Hall.

7. Other New Business

-None

8. Other Business

A. Staff updates on prior cases

- Three cases going in front of City Council for public hearings on June 15th, 2026, at 6:00pm: Rezoning on Christy Dr., W. Truman and PUD for Chamber of Commerce Building on Adams St.

B. Election of Officers – Chair & Vice-Chair position

- A motion was made by William Farr to nominate Penny-Quigg as chair and seconded by Randy Wright.
- A motion to close nominations was made by Sara Michael and seconded by Randy Wright

The motion to close nominations passed 8-0 with the following votes:

Aye: Trickey-Cotten, Farr, Michael, Wright, Diemler, Overfelt, Tremain, Quigg

Nay: None

- The motion to elect Penny Quigg as chair passed 8-0 with the following votes:
Aye: Trickey-Cotten, Farr, Michael, Wright, Diemler, Overfelt, Tremain, Quigg
Nay: None
- A motion was made by Bunnie Trickey-Cotten to nominate Sara Michael as vice-chair and seconded by David Overfelt.
- A motion was made by William Farr to nominate Randy Wright as vice-chair and seconded by Tim Diemler.
- A motion was made by William Farr to close nominations and seconded by David Overfelt.
- The motion to close nominations passed 8-0 with the following vote:
Aye: Trickey-Cotten, Farr, Michael, Wright, Diemler, Overfelt, Tremain, Quigg
Nay: None
- Roll Call Vote for Vice-Chair:
For Sara Michael-Quigg, Trickey-Cotten, Overfelt, Tremain, Michael
For Randy Wright-Farr, Diemler, Wright
Sara Michael was elected as Vice-Chair

9. Adjourn. Next meeting scheduled for July 9th, 2026. There being no further business, the chair adjourned the meeting at 7:45 pm.

Respectfully Submitted,

Kimm Bland, Administrative Assistant

**Jefferson City
Planning & Zoning Commission**

June 11, 2026

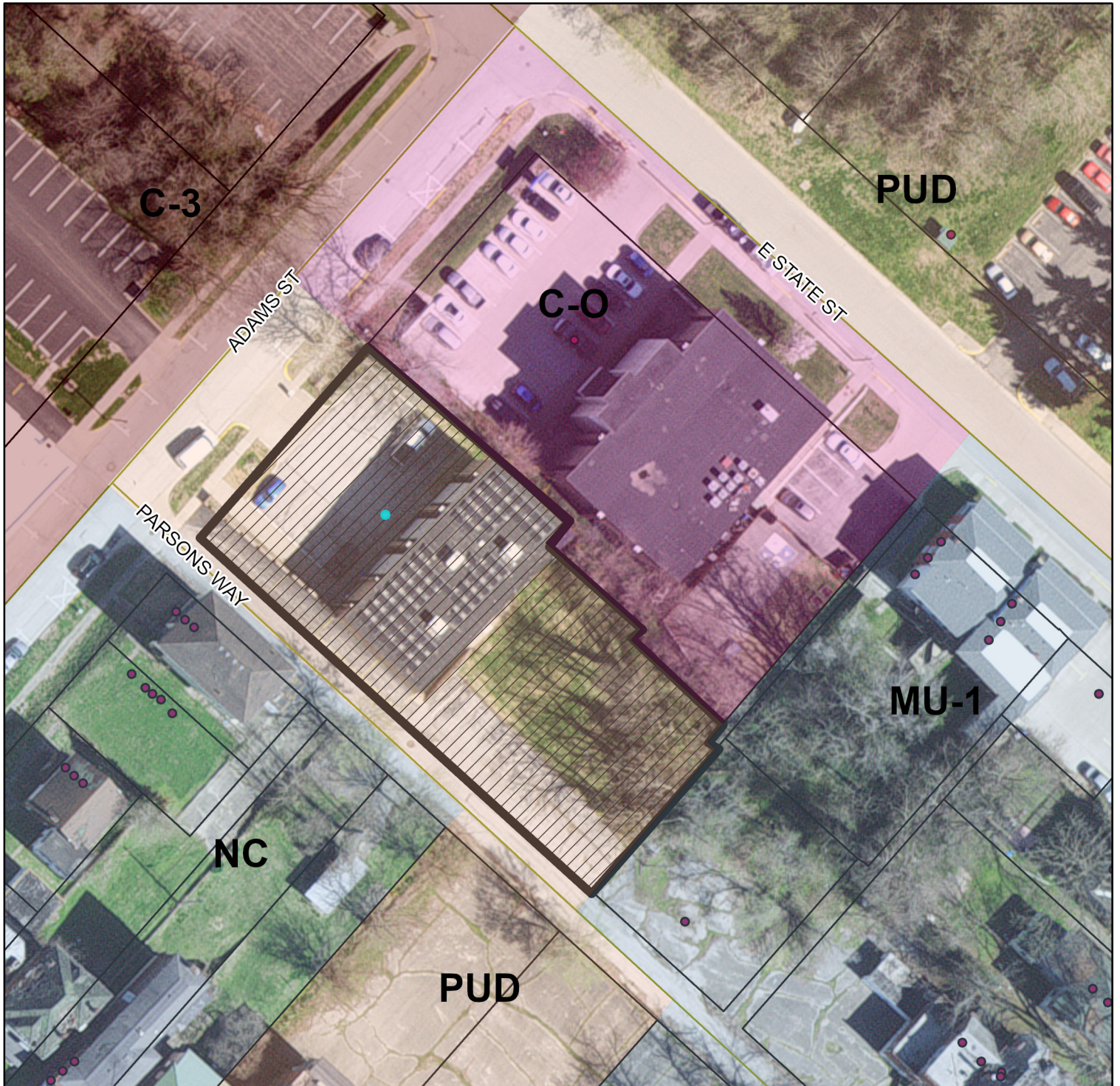
**Case No. P26009
107 Adams Street**

Housing the Community Jefferson City

**PUD Plan
Resource Center and Emergency Shelter**

City of Jefferson Planning and Zoning Commission

Location



Case No. P26009
107 Adams Street
PUD Plan

0 15 30 60 Feet



CITY STAFF REPORT
JEFFERSON CITY PLANNING AND ZONING COMMISSION
June 11, 2026

Case No. P26009 – 107 Adams Street, Planned Unit Development (PUD) Plan. Request filed by property owners on behalf of Housing the Community Jefferson City, applicant, for a Planned Use Development (PUD) Plan for a Resource Center and Emergency Shelter. The property is located at the northeast corner of the intersection of Adams Street and Parsons Way and is described as Part of Inlots 114 and 115, in the City of Jefferson, Cole County, Missouri.

Nature of Request

Housing the Community Jefferson City (HCJC), a local non-profit organization, has the subject property (a vacant office building) under contract for purchase with the desire of converting it into a Resource Center and Emergency Shelter serving unhoused adults. The property is zoned PUD, and the organization has submitted an application for approval of a PUD Plan to establish the use.

Zoning History

The property was originally developed in 1977 as an office building when the property was zoned RA-2. At that time, offices were a conditional use of the RA-2 district and a conditional use permit was approved. The property was rezoned to PUD in 1987, likely in response to Housing Authority urban redevelopment plans or the 1986 update to the Comprehensive Plan. There is no PUD Plan on file for the property, as there was no change in use for the property since the rezoning to PUD.

Review and Approval Process:

PUD Plan requests are reviewed by the Planning and Zoning Commission. The Planning and Zoning Commission makes a recommendation to the City Council. The City Council comes to a final decision.

Subject and Surrounding Property Zoning and Land Use

Current Zoning: PUD

Current Land Use: Office

Proposed Land Use: Emergency Shelter and Resource Center

	Surrounding Zoning	Surrounding Uses
North	C-O	Substance Abuse Treatment Facility
South	MU-1	Vacant – Planned for Residential Development
East	MU-1	Parking, Vacant – Planned for Redevelopment
West	C-3	Church

Background Information

The subject property consists of a two story office building that is currently vacant. The proposed PUD Plan would establish the Resource Center and Emergency Shelter as a permitted use for the property. The applicant has included a narrative outlining the history of the organization, the need for the facility, operational plans, phasing, and financial capacity.

Components of PUD Plan

Permitted Uses: The PUD Plan would establish a resource center and emergency shelter as a permitted use for the property. The PUD narrative describes that the shelter use would consist of 30 beds and would initially focus on winter months with potential expansion based on funding. The Resource Center would function as a daytime access point for services related to housing, employment, and stability.

Building Plan: Preliminary floor plans for the building renovations are included with the application. The plans detail conversion of the lower level to a resource center and upper level to a shelter use.

Outdoor Site Improvements: An outdoor seating area at the rear of the building is proposed, adjacent to a renovated rear entrance that would serve as access to the second floor shelter level of the building. The seating area would be screened with a privacy fence

Phasing: The plan notes that the project will consist of two phases, with the lower level resource center established first and the upper level shelter established as a second phase.

Parking: Parking demand is expected to be low, and it is stated that the existing parking lot will accommodate the parking needs of the use.

Signage: Minimal Signage is planned and would meet code requirements.

Staff Recommendation:

Staff have a neutral recommendation on the request.

PUD Plans typically have an underlying zoning established at the time of adoption, for purposes of determining future permitted uses, signage, and lighting. Staff recommend permitted uses be limited to the proposed Resource Center and Emergency Shelter and the previous Office use. Staff recommend signage and lighting adhere to the allowances for the C-O office commercial district.

Form of Motion

Motion for recommendation of approval of the PUD Plan with the following conditions.

1. Permitted uses shall be limited to Resource Center/Emergency Shelter and Office uses.
2. Outdoor lighting and signage shall adhere to the requirements of the C-O district.

Planned Unit Development Application Narrative Draft
HCJC Resource Center and Emergency Shelter
107 Adams Street, Jefferson City 65101
May 7, 2026

1. Project Overview:

Housing the Community Jefferson City (HCJC), a 501(c)(3) nonprofit organization serving the community since 2022, proposes the redevelopment of the property at 107 Adams Street into a combined Resource Center and Emergency Shelter serving unhoused adults. The proposed Planned Unit Development (PUD) will allow for an integrated, well-managed site that combines daytime services with overnight sheltering in a single location, improving coordination, access to services, and overall community outcomes.

2. Organizational Capacity and Experience:

HCJC operates the Jefferson City Room at the Inn (JCRATI), a low-barrier emergency shelter that has successfully operated for five seasons in partnership with local institutions, including faith-based organizations. For the past three years JCRATI has temporarily operated out of First Baptist Church. JCRATI has:

- Operated without major incidents over five years
- Served increasing demand (from 15 to 20 beds nightly)
- Developed formal operating procedures, volunteer training protocols, and guest guidelines

3. Statement of Community Need:

The need for a centralized resource center and expanded low-barrier shelter capacity in Jefferson City is well documented:

- The Mayor's Task Force on Homelessness (April 6, 2026) identified the need for improved coordination, a centralized access point, and expanded shelter options
- Downtown faith leaders and community stakeholders have called for a daytime resource center to reduce impacts in public spaces and improve service delivery
- The Capital City Homeless Task Force, the City's Community Needs Assessment, and the Jefferson City Housing Study all identify homelessness as a priority issue

4. Resource Center Operations (First Floor):

The Resource Center will function as a centralized daytime access point for services, providing:

- Intake and service coordination
- Employment and housing navigation
- Referrals to local partner agencies
- Space for partner organizations to engage clients directly

Operational Model:

- Staffed by an on-site HCJC manager and trained volunteers
- Supported by a designated coordination lead responsible for scheduling and oversight
- Governed by a formal operations manual and guest code of conduct

Program Focus:

Guests will work toward individualized goals related to housing, employment, and stability.

Progress will be monitored, with an emphasis on accountability and outcomes. HCJC will coordinate—not duplicate—existing services.

5. Emergency Shelter Operations (Second Floor):

The Emergency Shelter (JCRATI) will provide low-barrier overnight sheltering for adults during periods of need.

Key Features:

- Capacity expanded to approximately 30 beds
- Operation initially focused on winter months, with potential expansion based on funding
- Low-barrier model: individuals are admitted if they agree to follow rules and respect others

Staffing and Safety:

- Minimum of two trained volunteers on-site at all times
- Structured three-shift coverage with experienced lead volunteers
- Weekly supervisory oversight by a designated coordinator
- Established safety protocols and incident response procedures

The shelter will serve adults only (18+).

6. Site Design and Physical Improvements:

The existing building, currently configured for office and laboratory use, will be renovated to support program operations.

Interior Improvements:

- Restrooms, showers, and laundry facilities
- Secure storage areas for personal belongings
- Food service and common areas
- Sleeping areas on the second floor
- Office and meeting space on the first floor

Exterior Improvements:

- New second-floor entry access for shelter operations
- Rear privacy fencing to manage queuing and provide a controlled outdoor area
- Minimal, code-compliant signage
- Targeted lighting at entry points for safety

7. Parking, Access, and Infrastructure:

Existing front and rear parking areas are sufficient for staff, volunteers, and service providers. The project is not expected to generate significant additional traffic, as:

- Many clients arrive on foot
- Operations are structured and scheduled
- Peak activity periods are managed

8. Community Partnerships:

HCJC actively collaborates with local partners, including:

- Law enforcement and emergency services
- Social service and healthcare providers, such as Common Ground, Salvation Army, and Transformational Housing
- Faith-based institutions throughout the community

9. Phasing Plan:

Development will proceed in two phases:

Phase 1:

- Core building systems (electrical, plumbing, fire suppression)
- First-floor renovation for Resource Center operations

Phase 2:

- Second-floor shelter build-out
- Exterior access improvements
- Completion of site features

10. Funding and Financial Capacity:

Housing the Community Jefferson City (HCJC) will fund the acquisition, renovation, and ongoing operations of 107 Adams Street through a structured, multi-tiered financing strategy. A portion of acquisition financing is already committed. The organization has established a dedicated reserve to initiate the project and has secured commitments for significant philanthropic contributions.

Funding for the property acquisition and initial phase of renovation will be generated through a targeted “soft opening” campaign with key donors, partners, and stakeholders, designed to secure lead gifts and establish early momentum. This effort will be followed by a broader public fundraising campaign to complete capital needs and support program launch.

In parallel, HCJC has begun identifying and pursuing grant opportunities, foundation support, and other aligned funding sources to diversify revenue and strengthen long-term sustainability.

11. Conclusion:

The proposed Planned Unit Development provides a coordinated, well-managed solution to a clearly identified community need. It aligns with local policy recommendations, builds on proven operational experience, and incorporates appropriate safeguards to ensure compatibility with surrounding uses.

HCJC is committed to being a good neighbor and to operate the programming in a responsible and responsive manner. The attached Operational Commitment and Good Neighbor Policy reflect that commitment.

Operational Commitments & Good Neighbor Policy

HCJC Resource Center and Emergency Shelter
107 Adams Street, Jefferson City, Missouri

Purpose

Housing the Community Jefferson City (HCJC) is committed to operating a safe, well-managed Resource Center and Emergency Shelter that serves individuals in need while being a responsible and responsive neighbor to the surrounding community.

This document outlines the operational standards and commitments that will guide daily activities and long-term management of the facility.

1. Professional Management and Oversight

- A designated **on-site manager** will be responsible for daily operations of the Resource Center.
 - Shelter operations will be supervised by **trained lead volunteers on each shift**, with a minimum of two staff/volunteers present at all times.
 - A designated **HCJC coordinator** will provide ongoing oversight, volunteer scheduling, and be on-call to address operational issues.
 - HCJC maintains **written operations manuals, safety protocols, and volunteer training procedures**.
-

2. Hours of Operation

- **Resource Center:** Monday through Friday, 7:30 to 12:00 (initial schedule with expectation to expand service hours as resources allow)
- **Emergency Shelter:** Daily, November through Mid-March, 5:30pm to 7:30am

All activities will occur within defined hours to ensure predictability and minimize neighborhood disruption.

3. Controlled Access and Supervision

- Entry to both the Resource Center and Shelter will be **monitored and managed by staff/volunteers**.
 - Guests must agree to follow a **code of conduct** to access services.
 - Loitering on or around the property will not be permitted.
 - Outdoor areas will be **designated, supervised, and enclosed where appropriate**.
-

4. Code of Conduct and Accountability

All guests are required to:

- Treat others with respect
- Follow staff direction
- Refrain from disruptive, threatening, or illegal behavior

Failure to comply may result in **restricted or denied access** to services.

HCJC emphasizes **personal responsibility**, including engagement in housing, employment, and stabilization efforts.

5. Safety and Security

- Staff and volunteers are trained in **de-escalation and safety procedures**.
 - The facility will maintain **clear internal protocols** for managing incidents.
 - Coordination with **local law enforcement and emergency services** will occur as needed.
 - Adequate **lighting at entry points** will support safe access and visibility.
-

6. Property Maintenance and Appearance

- The property will be **clean, maintained, and monitored daily**.
- Trash removal and site upkeep will occur regularly.
- Signage will remain **minimal and compliant** with local regulations.

HCJC is committed to ensuring the facility reflects a **well-managed, professional environment**.

7. Traffic and Parking Management

- On-site parking will be used by staff, volunteers, and service providers.
 - Operations are structured to **limit congestion and peak impacts**.
 - Many guests are expected to arrive on foot, reducing vehicle demand.
-

8. Coordination with Service Providers

- HCJC will **collaborate with local agencies** to avoid duplication of services.
 - Partner organizations may provide **on-site outreach and follow-up services**.
 - The facility will serve as a **centralized access point**, improving efficiency and outcomes.
-

9. Neighborhood Communication and Responsiveness

- HCJC will designate a **community contact person** for neighbors to raise questions or concerns.
 - Concerns will be addressed in a **timely and professional manner**.
 - HCJC is open to **ongoing dialogue with nearby property owners, residents, and businesses**.
-

10. Commitment to Continuous Improvement

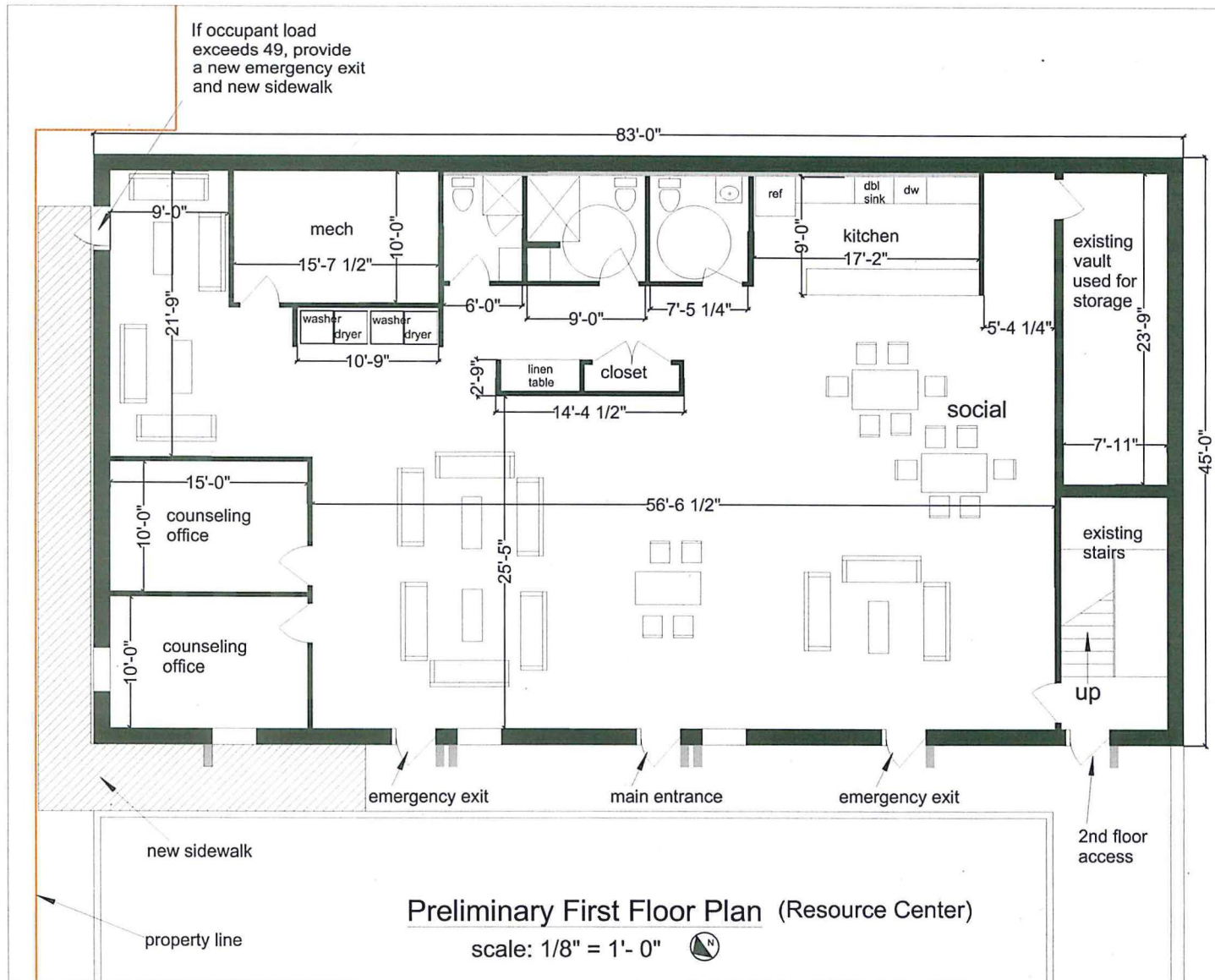
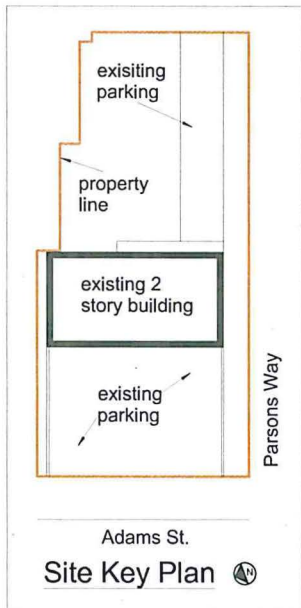
- HCJC will regularly evaluate operations and make adjustments as needed.
 - Feedback from stakeholders, including neighbors and partners, will be considered.
 - The goal is to maintain a model that is both **effective for guests and compatible with the surrounding area**.
-

Closing Commitment

HCJC is committed to being a **reliable partner and responsible neighbor**. By providing structured, supervised services within a dedicated facility, this project is intended to improve outcomes for individuals in need while contributing positively to the broader community.



Site Location



Larry Burkhardt AIA, P.E.
119 Del Mar Dr.
Jefferson City, MO 65109
573-680-0476

JCRATI & Resource Center
107 Adams St.
Jefferson City, Missouri 65101

Permit Set: XX/XX/XXXX

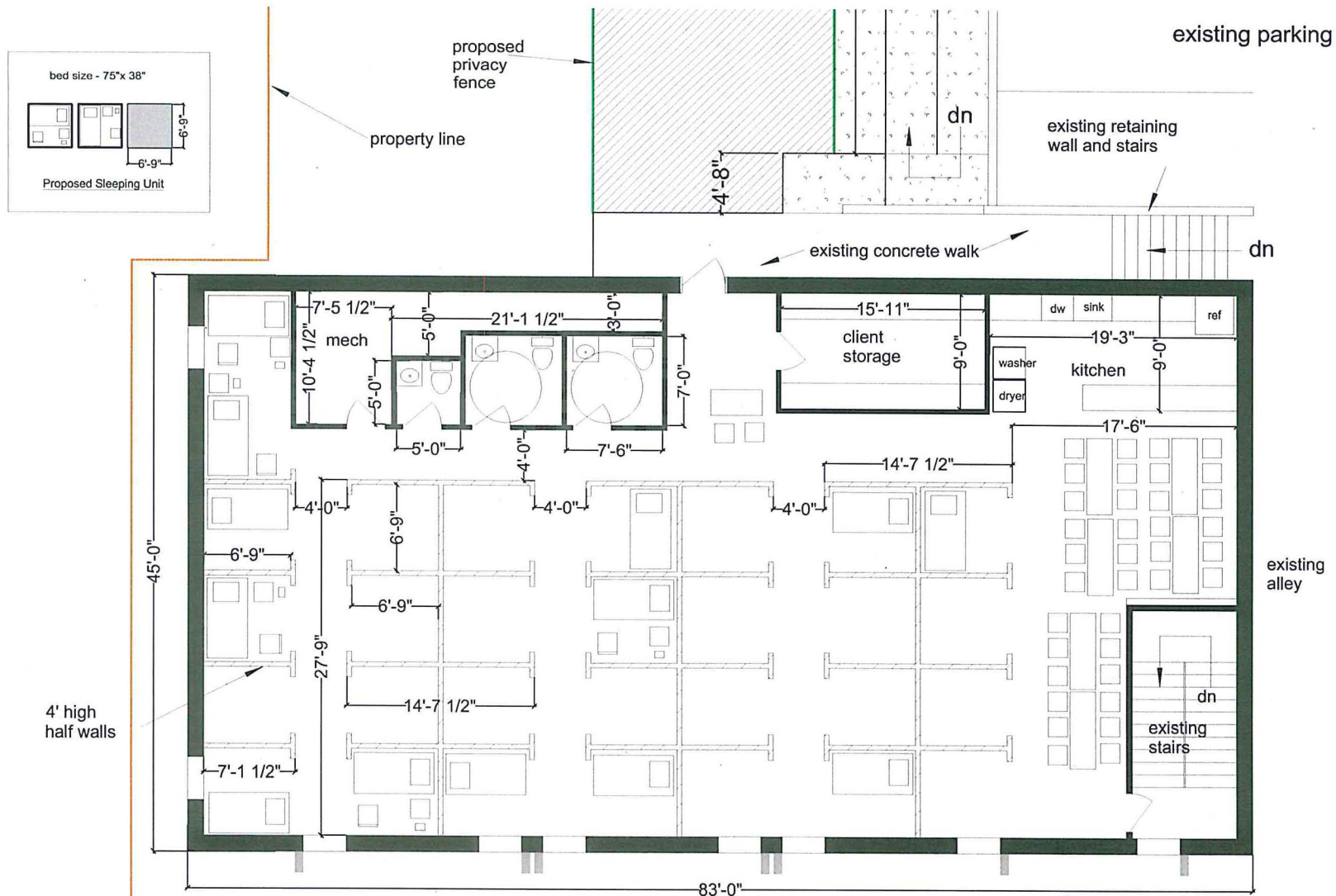
not for
construction

Lawrence John Burkhardt
Architect - No. 004782
Date: 05/09/2026

Preliminary
1st Floor Plan

A101

Sheet 1 of 3



Preliminary Second Floor Plan (JCRATI)

scale: 1/8" = 1'- 0"



Larry Burkhardt AIA, P.E.
119 Del Mar Dr.
Jefferson City, MO 65109

JCRATI & Resource Center
107 Adams St.
Jefferson City, Missouri 65101

Permit Set: XX/XX/XXXX

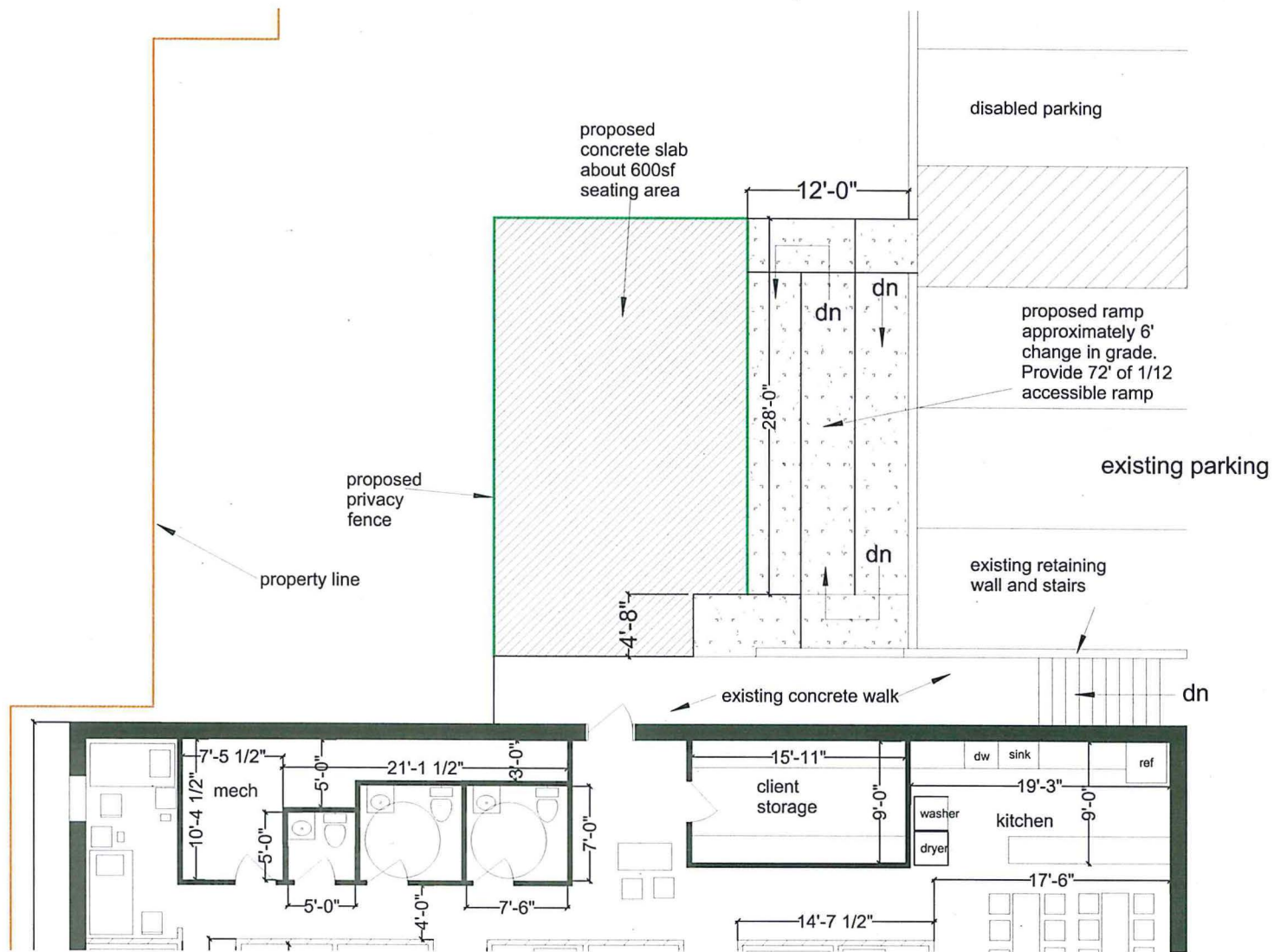
not for
construction

Lawrence John Burkhardt
Architect - No. 004782
Date: 05/09/2026

Preliminary
2nd Floor Plan

A102

Sheet 2 of 3



Partial East Site Plan - preliminary

scale: 1/8" = 1' - 0" 

Larry Burkhardt AIA, P.E.
119 Del Mar Dr.
Jefferson City, MO 65109

JCRATI & Resource Center
107 Adams St.
Jefferson City, Missouri 65101

Permit Set: XX/XX/XXXX

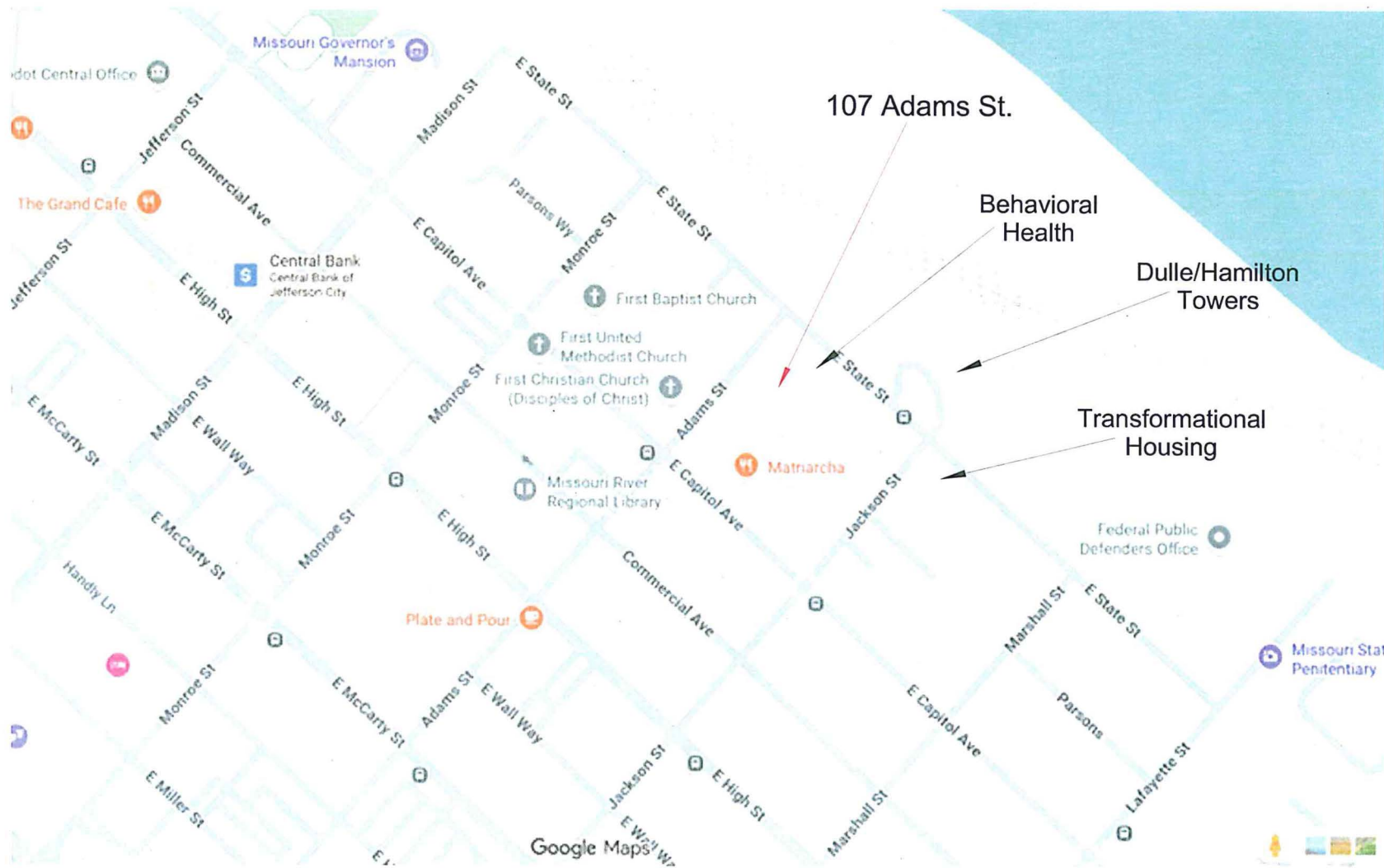
not for
construction

Lawrence John Burkhardt
Architect - No. 004782
Date: 05/09/2026

Preliminary Rear
Entrance

A103

Sheet 3 of 3



Larry Burkhardt AIA, P.E.
 119 Del Mar Dr.
 Jefferson City, MO 65109
 573.633.4473

JCRATI & Resource Center
 107 Adams St.
 Jefferson City, Missouri 65101

Site Area



Exhibit A

Date: 05/09/26

City of Jefferson

Department of Planning & Protective Services
320 E. McCarty St.
Jefferson City, MO 65101



Ron Fitzwater, Mayor

David Helmick, Director
Phone: 573-634-6410
Fax: 573-634-6457

June 5, 2026

Dear Property Owner:

This letter is to notify you that the Jefferson City Planning and Zoning Commission will meet at 5:15 p.m. on Thursday, June 11, 2026 in the Council Chambers of the John G. Christy Municipal Building, 320 East McCarty Street to consider the following matters (see map on back):

Case No. P26009 – 107 Adams Street, Planned Unit Development (PUD) Plan. Request filed by property owners on behalf of Housing the Community Jefferson City, applicant, for a Planned Use Development (PUD) Plan for a Resource Center and Emergency Shelter. The property is located at the northeast corner of the intersection of Adams Street and Parsons Way and is described as Part of Inlots 114 and 115, in the City of Jefferson, Cole County, Missouri.

As a nearby landowner and/or neighbor, you are being provided notice of this hearing. Unfortunately, we are unable to record comments received by telephone, however, written comments may be directed to the Planning and Zoning Commission in one of the following ways:

e-mail: JCPlanning@jjeffersoncitymo.gov
fax: Dept. of Planning and Protective Services / Planning Division 573-634-6457
mail: Dept. of Planning and Protective Services / Planning Division
John G. Christy Municipal Building, 320 E. McCarty Street Jefferson City, MO 65101

Written comments received on or before 1:00 p.m. on the day of the meeting will be made a part of the official record and copied and distributed to Commission members at the meeting. Those unable to provide written comments in advance are invited to deliver their comments to the Commission Chairman only at the meeting. Correspondence received after 1:00 p.m. on the day of the meeting will be included in the official record, but there is no guarantee that copies will be made for distribution to all Commission members.

For your information, this case is tentatively scheduled for a public hearing in front of the City Council on August 3, 2026. The City Council meets at 6:00 p.m. in the Council Chambers of the John G. Christy Municipal Building, 320 East McCarty Street.

Information regarding this case may be viewed on the Planning and Zoning Commission webpage at: https://www.jeffersoncitymo.gov/government/planning/planning_and_zoning_commission.php

Please contact the Planning and Zoning Division via phone at 573.634.6573 with pertinent questions.

Best Regards,

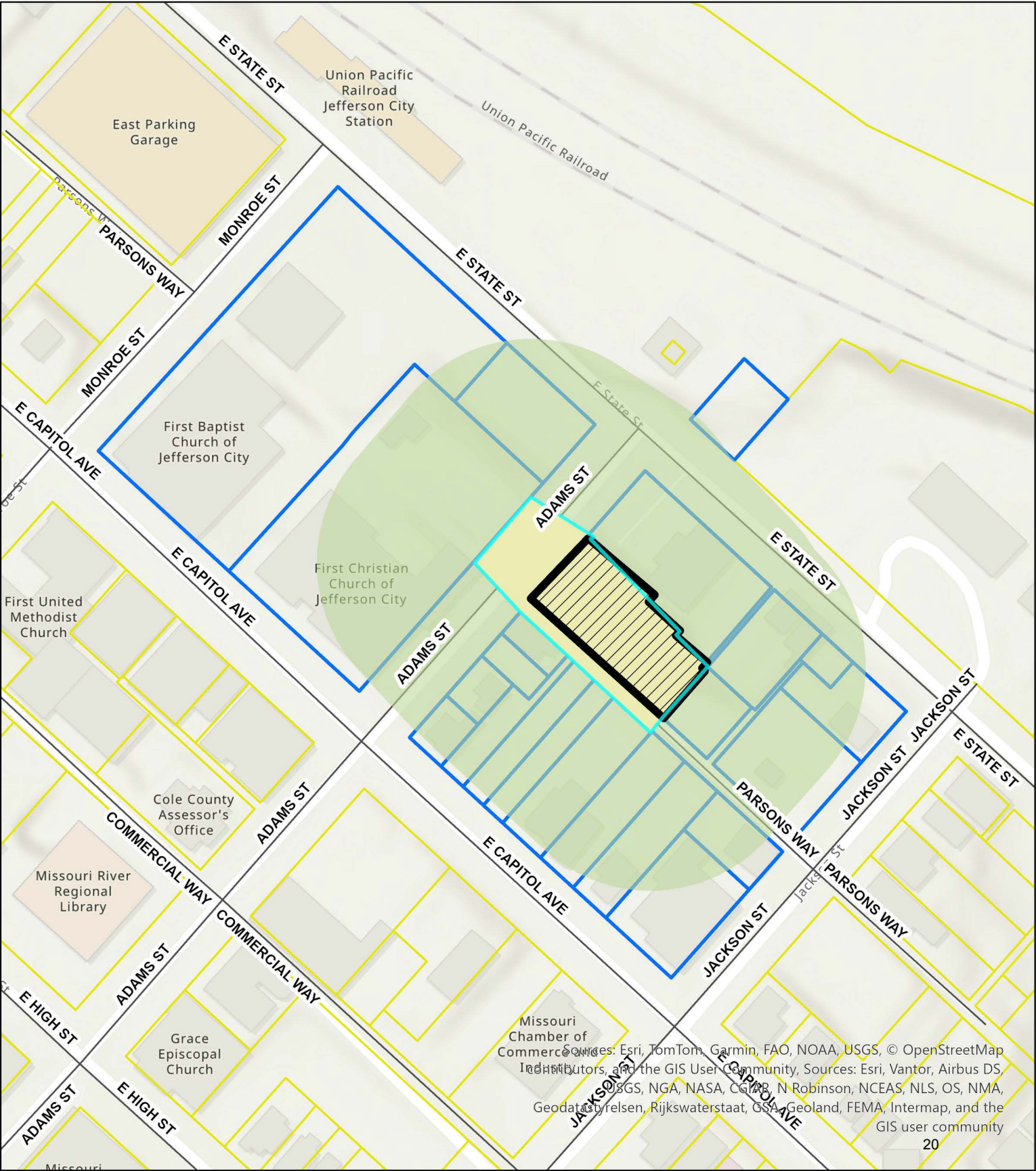
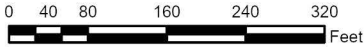
Kortney Bliss
Planner
Planning and Zoning Division
City of Jefferson, Missouri

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.

Please call (573) 634-6410 with questions regarding agenda items.

Case No. P26009
107 Adams Street
PUD Plan

185 ft. Notification Buffer



CORRESPONDENCE RECEIVED
(as of 7-13-26)

Case No. P26009 – 107 Adams Street

Sender	Senders Address	How Received	Date Received
1. Missouri Chamber of Commerce and Industry / Kara Corches	428 East Capitol Avenue Jefferson City, MO 65102	Email	06-02-2026
2. Common Ground Community Building / Kate Amick	1015 East Atchison Street Jefferson City, MO 65101	Email	06-05-2026
3. Deb Sacilowski / Ivy Terrace LLC	Building Owner: 500 E. Capitol Avenue	Email	06-08-2026
4. Missouri Association of Counties / Steve Hobbs	1648 East Elm Street Jefferson City MO 65102	Email	06-08-2026
5. Meredith Cox		Email	06-08-2026
6. First Christian Church / Michael Dunn	327 East Capitol Avenue. Jefferson City, MO 65101	Email	06-08-2026
7. Shawn Schulte	Building Owner: 217 and 326 E. Capitol Avenue	Email	06-09-2026
8. JC Regional Economic Partnership / Luke Holtschneider	630 Bolivar Street, Suite 202 Jefferson City, MO 65101	Email	06-09-2026
9. Paul D. Langston		Email	06-09-2026
10. Karen Shroyer		Email	06-09-2026
11. Trevor Dancer First United Methodist Church	201 Monroe Street Jefferson City, MO 65101	Email	06-10-2026
12. James Crabtree	1711 Sarah Lane Jefferson City, MO 65101	Email	06-10-2026
13. Dan Kehoe	Jefferson City MO	Email	06-10-2026
14. Ronald J. Leone	205 East Capitol Avenue, Suite 200 • Jefferson City, MO 65101	Email	06-10-2026
15. DJ Drury Stockman Stoneworks <	3918 Stockman Ln #8935, Jefferson City, MO 65109	Email	06-10-2026
16. Andy Blunt		Email	06-10-2026
17. John & Terry Lyskowski		Email	06-10-2026
18. Mark Kiekhaefer		Email	06-10-2026
19. Shelby Timm		Email	06-10-2026
20. Ken Luebbering		Email	06-10-2026
21. Steve DeVries		Email	06-10-2026
22. Dean Dutoi		Email	06-10-2026
23. Shelly Hittner		Email	06-10-2026
24. Robyn Burnett		Email	06-10-2026
25. Hayle LaFountain		Email	06-10-2026
26. Kathy Cavender		Email	06-10-2026
27. Rich Denning		Email	06-10-2026

28. Vicki Schildmeyer		Email	06-10-2026
29. Sue & John Falzone		Email	06-10-2026
30. Robin Grumm		Email	06-11-2026
31. Leanne Bland		Email	06-11-2026
32. Peter Clogston		Email	06-11-2026
33. Nancy Samp		Email	06-11-2026
34. Judy Javersak		Email	06-11-2026
35. Julie Clingman		Email	06-11-2026
36. Deborah Bledsoe		Email	06-11-2026
37. Jeff Hoelscher		Email	06-11-2026
38. Patrick Murphy		Email	06-11-2026
39. Trevor and Karen Monnig		Email	06-11-2026
40. Alan Mudd		Email	06-11-2026
41. Gregg Hartley		Email	06-11-2026
42. Mary Telthorst		Email	06-11-2026
43. Alice Satterfield		Email	06-11-2026
44. Brenda Hatfield		Email	06-11-2026
45. Pam Kliegel		Email	06-11-2026
46. Julie Hanrahan		Email	06-11-2026
47. Holly Stitt		Email	06-11-2026
48. Janet Roling			
49. Jackson Hataway		Email	06-11-2026
50. Bill Dent		Email	06-11-2026
51. Wade Park		Email	06-11-2026
52. Greg Schildmeyer		Email	06-11-2026
53. Kate Kirchhoff		Email	06-11-2026
54. Elaine Wehnes		Email	06-11-2026
55. John Howland		Email	06-11-2026
56. Donna Imhoff		Email	06-11-2026
57. Jermarcus Perkins		Email	06-11-2026
58. Joy McSparren		Email	06-11-2026
59. Jeanne Schnurr		Email	06-11-2026
60. Jane Barnes		Email	06-11-2026
61. Richard Powell		Email	06-11-2026
62. Virginia Brizendine		Email	06-11-2026
63. Dottie Kempker		Email	06-11-2026
64. Elizabeth Schollmeyer		Email	06-11-2026
65. Ron Medin		Email	06-11-2026
66. Sheila Martens		Email	06-11-2026
67. Ken Satterfield		Email	06-11-2026
68. Carter Stephenson		Email	06-11-2026
69. Claudia Young		Email	06-11-2026
70. Dawn Sweazea		Email	06-11-2026
71. Juliana Wieberg		Email	06-11-2026
72. Carolyn Saucier		Email	06-11-2026



MISSOURI CHAMBER
OF COMMERCE AND INDUSTRY

June 1, 2026

mochamber.com

Jefferson City Planning and Zoning Commission
Department of Planning and Protective Services, Planning Division
John G. Christy Municipal Building/City Hall
320 E. McCarty Street, Room 120
Jefferson City, MO 65101

Commission Members,

I am writing regarding Case P26009, the proposed HCJC Resource Center and Emergency Shelter, which would be located at 107 Adams Street in Jefferson City.

We appreciate and support the community's commitment to addressing homelessness and recognize the importance of providing services and resources for vulnerable individuals. Our concerns are not about the need for those services, but rather whether the proposed location is the most appropriate site given the unique circumstances of the area.

Over the past several years, significant public and private investments have been made to revitalize this corridor and strengthen the economic vitality of downtown Jefferson City. Our organization is currently making a substantial investment in the renovation and improvement of our building, reflecting our long-term commitment to this neighborhood and to the community's continued growth.

Even without a shelter in close proximity, we already experience ongoing challenges related to safety and security, including individuals sleeping on our steps, loitering around the building, and searching through trash and property areas. These situations require staff attention and create safety concerns for employees, tenants, and guests who regularly access our facility.

We respectfully ask the Planning and Zoning Commission to carefully consider the potential impact that concentrating additional services in this immediate area may have on neighboring businesses, employees, visitors, and ongoing redevelopment efforts.

This block serves as an important gateway to the Capitol area and is currently experiencing meaningful revitalization. Property owners, employers, and investors have demonstrated confidence in the future of downtown Jefferson City through significant financial commitments. We believe it is important to ensure that land-use decisions reinforce, rather than inadvertently undermine, those investments.

We would welcome a broader discussion about how housing services can be provided in a manner that best serves individuals in need while also preserving public safety, supporting economic development, and maintaining momentum for downtown revitalization. Our goal is to be a constructive partner in finding solutions that balance compassion, community needs, and the long-term success of our downtown district.

Best regards,

Kara Corches
Kara Corches

President & CEO, Missouri Chamber of Commerce and Industry



June 4, 2026

Jefferson City Planning & Zoning Commission
311 E. High Street
Jefferson City, MO 65101

**RE: Letter of Support for Housing the Community Jefferson City
107 Adams Street PUD Application**

To the Members of the Planning and Zoning Commission,

My name is Kate Amick, and I serve as the Executive Director of Common Ground Community Building, a nonprofit working daily with individuals and families in Jefferson City who are on the brink of homelessness. I am writing in strong support of Housing the Community Jefferson City's (HCJC) Planned Unit Development application for the Resource Center and Emergency Shelter at 107 Adams Street.

Common Ground and HCJC work on two interconnected ends of the same continuum.

Our organization focuses on prevention, helping people stay housed by addressing crises before they spiral.

HCJC focuses on crisis intervention, providing emergency shelter and immediate stabilization when someone has already fallen into homelessness.

Together, we see the full picture of what pushes people into homelessness and what it takes to help them recover.

Every week, we meet neighbors who were doing everything right until one unexpected event, (a medical emergency, the death of a family member, a sudden job loss, a car breaking down), triggered a domino effect that left them unhoused. Once someone loses housing, the barriers to getting back on their feet multiply quickly: lack of transportation, no safe place to sleep, difficulty maintaining employment, and the emotional toll of constant instability.

This is why HCJC's proposed overnight shelter and daytime Resource Center are so critical.

The emergency shelter provides what every human being deserves: safety, dignity, and a place to begin again the next morning with purpose.

The Resource Center adds the structure and support needed to move people forward, (housing navigation, employment assistance, coordination with partner agencies, and a consistent, accountable environment). HCJC's operational plan, as outlined in their application, reflects professionalism, safety, and a commitment to being a responsible neighbor.

1015 East Atchison Street • Jefferson City, MO 65101
Phone: (573) 522-4314 • Fax (573) 635-8832



The location at 107 Adams Street is not only appropriate, it is strategic.

It places people exactly where they already are and where they can access what they need:

- The public library for computers, warmth, and connection
- Downtown churches that already serve this population
- Employment opportunities within walking distance
- And critically, Centerstone/Preferred Family Healthcare, providing immediate access to mental health and behavioral health services

This is what effective community care looks like: meeting people where they are, reducing barriers, and creating a coordinated path out of crisis.

Common Ground sees firsthand the gaps in our community's housing system. We also see the resilience of our neighbors when they are given even a small amount of stability. HCJC's project at 107 Adams Street is not only timely, it is necessary. It aligns with the Mayor's Task Force recommendations, addresses a documented community need, and strengthens the entire local response to homelessness.

I urge the Commission to approve this application and allow HCJC to move forward with a project that will save lives, reduce strain on public systems, and improve outcomes for some of our most vulnerable neighbors.

Thank you for your consideration and for your service to our community.

Warmly,

A handwritten signature in black ink that reads "Kate Amick". The signature is written in a cursive, flowing style.

Kate Amick
Executive Director
Common Ground Community Building
Office: (573) 522-4314
Mobile: (573) 263-8799
kateamick@cgcb.org
www.cgcb.org

1015 East Atchison Street • Jefferson City, MO 65101
Phone: (573) 522-4314 • Fax (573) 635-8832

Bland, Kimm

From: Deb Sacilowski <ivyterracejcmo@gmail.com>
Sent: Monday, June 8, 2026 12:13 PM
To: JC Planning
Subject: JCRATI proposal

P&Z,

I would like to speak in opposition to the request to make 107 Adams a homeless shelter.

First, I am out of the country and my connection to the Jefferson City website is blocked so I am unable to review the details for Thursday's meeting.

The recovery of Capitol Avenue post blight and post the 2019 tornado has been nothing but a stellar example for other communities. The city has spent a lot of tax dollars to make it happen and property owners have committed time, and sometimes, their life savings into these properties. The taxes that will be generated from these successful business will serve the city and its citizens well.

While having a safe place to sleep may be needed by a few, making a decision to make these services available permanently at this location will have a long lasting impact that will permanently affect the property owners on Capitol Avenue. One that could not be undone easily.

While the loud vehicles, screaming arguments, fire trucks and ambulances are a daily occurrence at the intersection of Jackson and Capitol, imagine if the towers were still only for the elderly. I don't believe that Ivy Terrace would have been available - it would have been in the trusting hands of a family like the Whitecottons. These decisions have long lasting effects.

Placing a bus stop in front of a historic landmark was a permanent decision. Placing one without a serviced trash can and ashtray was made without thought and planning. Now that we care about Capitol Avenue we need to act like it and think these decisions through.

With the success of businesses like Matriacha, this address will become a valuable, tax generating, location, which I hope the current owners understand. As I'm certain the citizens would appreciate in order to finance the many unfunded projects.

For the cost to renovate the building on Adams, many tiny houses could be built and placed on properties of those with a passion for this cause. That would give them the privacy and dignity they deserve to recover and start over.

I don't believe I will make it to the meeting this week, but I'll discuss my concerns with anyone interested in my thoughts.

Very respectfully,
Deb Sacilowski
Ivy Terrace, LLC



Missouri Association of Counties

- Advocating for county governments in Missouri since 1972 -

Carol Johnson, Dallas County
President

Steve Hobbs
Executive Director

1648 East Elm St.
P.O. Box 234
Jefferson City, MO 65102
phone: 573-634-2120
fax: 573-634-3549
mocounties.com

June 8, 2026

Planning and Zoning Commission
City of Jefferson
320 E. McCarty Street
Jefferson City, MO 65101

Re: Concerns Regarding Proposed Resource Center and Emergency Shelter at 107 Adams Street

Dear members of the Planning and Zoning Commission,

I am writing to respectfully share concerns regarding the proposed resource center and emergency shelter at 107 Adams Street, identified as Case #P26009 – the proposed HCJC Resource Center and Emergency Shelter. As Executive Director of the Missouri Association of Counties, I understand the importance of finding compassionate, effective solutions for homeless individuals in need. At the same time, I believe this location raises planning and land-use considerations that warrant thoughtful review before any approval is granted.

Since the Missouri Association of Counties acquired the properties at 429 E. Capitol Ave., 114 and 115 Jackson St., and 417 Parsons Way, there have been a number of incidents in the surrounding area involving loitering and unauthorized access to the historic funeral home on the property. In addition, a homeless encampment was discovered on Parsons Way following a fire that damaged trash, trees, and a utility pole on 417 Parson Way and the proposed 107 Adams St. property. These experiences have raised understandable concerns about safety and security for employees, visitors, and others who may attend events at my association's proposed facility.

This neighborhood has endured years of neglect and disinvestment even before the 2019 tornado damaged several of the historic homes that adorned Capitol Avenue, yet it now stands at a meaningful turning point. With renewed public and private investment, including the Missouri Association of Counties' planned facility, this historic area has the opportunity again to become a central hub in a growing Capital City.

I want to acknowledge the thoughtful efforts of the Mayor's Homelessness Task Force, as well as the vision and mission of Housing the Community Jefferson City, in seeking to address homelessness within our community. Their work reflects an important commitment to this issue, and I appreciate the care and intention behind those efforts as our city continues to consider the most effective path forward.

With that said, we respectfully encourage a broader discussion about how best to address the needs of those experiencing homelessness in a way that supports continued downtown revitalization, positive economic development, and public safety. Given the momentum created by new development in this historic neighborhood, we believe it is appropriate to consider whether the proposed resource center and emergency shelter fits within the city's long-term vision for this area and whether alternative approaches or locations may better balance these important community priorities.

Thank you for your time, attention, and thoughtful consideration on this matter.

Sincerely,

Steve Hobbs,
Executive Director of the Missouri Association of Counties

Bland, Kimm

From: meredith cox <cox_meredith@yahoo.com>
Sent: Monday, June 8, 2026 3:29 PM
To: JC Planning
Subject: Letter regarding Case P26009
Attachments: To the Jefferson City Planning and Zoning Commission.docx

To the Jefferson City Planning and Zoning Commission:

Please see the attached letter regarding Case P26009.
Thank you,

Meredith Cox

June 8, 2026

To the Jefferson City Planning and Zoning Commission:

This letter is to notify the Jefferson City Planning and Zoning Commission that as a property owner in the area, I do not support the “redevelopment of the property at 107 Adams Street into a Resource Center and Emergency Shelter serving unhoused adults.” I know that the critical issue of homelessness is a priority in the Historic City of Jefferson and I am confident an alternative location can be found.

My family has owned properties in the Capitol Avenue Historic District for more than 60 years. We’ve watched helplessly as the area suffered blight, neglect and in 2019, a devastating tornado. Over the last few years, developers have invested in the dilapidated and neglected homes. I’ve watched my neighbors begin to revitalize and elevate the neighborhood to the grandeur that it once had. In the future, I envision this area as a safe, vibrant neighborhood where locals and visitors can dine, shop and stay. I believe the addition of a shelter for unhoused adults will impede the progress and deter visitors and potential investors who wish to continue to improve the Capitol Avenue Historic District.

I have personally experienced negative interactions with unhoused adults on my property. I’ve sidestepped an individual sitting on the front steps of my home, picked up discarded food containers and wrappers in my yard, been awakened at night by screaming and fights, and been asked for money outside my home. My home has also been entered without my permission (police intervened and charges were not filed), and a hypodermic needle was found in my yard. I can no longer tolerate the disrespect to myself and my property.

If there is any further discussion of Case P26009 -107 Adams Street, PUD Plan, I would like to receive written notification as I did for Case P26007. The Jefferson City Planning and Zoning Commission has my address on file.

Sincerely,

Meredith Cox

Bland, Kimm

From: Michael Dunn <firstchristianjcmo5@gmail.com>
Sent: Monday, June 8, 2026 4:15 PM
To: JC Planning
Cc: Scott Johnston
Subject: First Christian Church Support for Purchase of 107 Adams Street
Attachments: Letter to Planning and Zoning Committee of Jefferson City in support of Adams Street Building (1).docx

Dear Kortney Bliss,

Attached is a letter showing our support for the purchase of the property located at 107 Adams Street, Jefferson City, by Housing the Community Jefferson City. This is for the Planning and Zoning Commission meeting on June 11.

Please let me know that you've received this email. Thank you!

Peace,
Rev. Dr. Michael T. Dunn
Senior Pastor
First Christian Church (Disciples of Christ)
Jefferson City, MO
O: 573-636-5157
C: 713-447-5954
firstchristianjcmo.org

Don't just believe in the resurrection; be resurrection where you live, work and play.



[Date]

Jefferson City Planning and Zoning Commission
Jefferson City, Missouri

Re: Support for Housing the Community Jefferson City Purchase of 107 Adams Street

Dear Members of the Planning and Zoning Commission,

I write on behalf of First Christian Church (Disciples of Christ), located directly across the street from 107 Adams Street, to express our strong support for Housing the Community Jefferson City (HCJC) and its proposed purchase and use of this property.

For several years, Jefferson City has been engaged in thoughtful and collaborative conversations about how best to address homelessness and housing insecurity in our community. We are especially grateful for the work of the Mayor's Task Force on Homelessness, whose members invested significant time and effort researching community needs, identifying best practices, and helping establish the parameters for an effective and appropriate facility. Their work has provided a clear roadmap for moving from conversation to action.

The building at 107 Adams Street fulfills nearly all of the criteria identified through that process. It offers a practical location and sufficient space to bring together under one roof several important community initiatives, including JC Room at the Inn and a daytime resource center for individuals experiencing homelessness. By coordinating these services in a single location, HCJC will be better positioned to provide assistance, improve access to resources, and foster pathways toward stable housing and greater self-sufficiency.

In 2023, First Christian Church committed to supporting HCJC when a suitable property was identified. Our support extends beyond financial contributions. We are committed to partnering with HCJC through volunteer service and by helping maintain a welcoming, safe, and attractive environment in the surrounding area. As immediate neighbors, we see this not merely as a project across the street but as a ministry and community partnership in which we intend to be actively engaged in coordination with other churches in the city.

This proposal serves the common good of the entire Jefferson City community. It reflects a practical, compassionate, and responsible approach to addressing homelessness while strengthening collaboration among service providers. Most importantly, it demonstrates our community's commitment to ensuring that all people are treated with dignity and given opportunities to move toward greater stability and hope.

First Christian Church (Disciples of Christ)
327 East Capitol Avenue – Jefferson City, MO 65101-3003
(573) 636-5157

For these reasons, I respectfully urge the Planning and Zoning Commission to approve the necessary agreements and permissions associated with HCJC's purchase and use of 107 Adams Street.

Thank you for your service to our community and for your careful consideration of this important proposal.

Sincerely,

Rev. Dr. Michael Dunn
Senior Pastor
First Christian Church (Disciples of Christ)
Jefferson City, Missouri

From: Shawn Schulte <shawn@cms-gc.com>
Sent: Tuesday, June 9, 2026 2:55 PM
To: JC Planning; Crane, Brian A; Fitzwater, Ron
Subject: Proposed Homeless Shelter at 107 Adams Street

Mr. Crane, Mr. Fitzwater, and Planning & Zoning Commission:

I am writing to respectfully urge the Jefferson City Planning and Zoning Commission to reject the proposal submitted by Housing the Community Jefferson City to convert the property at 107 Adams Street into a year-round homeless shelter and resource center.

While I recognize the importance of addressing community needs, the proposed location is not compatible with the long-term vision and significant investment that has been made in the Capitol Avenue corridor. Over the past several years, both public and private stakeholders have committed substantial time, effort, and financial resources to revitalizing this area—attracting new businesses, improving properties, and building momentum for continued redevelopment.

A key component of this effort is the new hotel and conference center, which serves as the central anchor for transforming downtown into a safe, walkable district focused on conventions, hospitality, entertainment, and tourism. Introducing a facility of this nature in such close proximity has the potential to undermine investor confidence, limit future development opportunities, and disrupt the progress that has already been achieved.

There are still numerous vacant properties in the area that represent strong opportunities for continued growth and redevelopment aligned with the City's strategic vision. Approving this proposal at this location risks slowing or reversing that progress.

For these reasons, I respectfully ask the Commission to deny this proposal and instead support land uses that are consistent with the City's long-term redevelopment goals for the Capitol Avenue corridor.

Thank you for your consideration.

Shawn Schulte, Building Owner
217 E Capitol Ave
326 E Capitol Ave

June 9, 2026

Jefferson City Planning & Zoning Commission
City of Jefferson
320 East McCarty Street
Jefferson City, Missouri 65101

RE: Opposition to Proposed Homeless Shelter at 107 Adams Street

On behalf of Jefferson City Regional Economic Partnership (JCREP), we respectfully submit this letter in opposition to the proposed conversion of 107 Adams Street into a homeless shelter and resource center.

JCREP recognizes the importance of addressing homelessness and supporting vulnerable members of our community. We believe that homeless services play an important role in a healthy and compassionate community. However, we have significant concerns regarding the suitability of this particular location and its compatibility with the long-term economic development objectives being pursued in the Capitol Avenue corridor and surrounding downtown area.

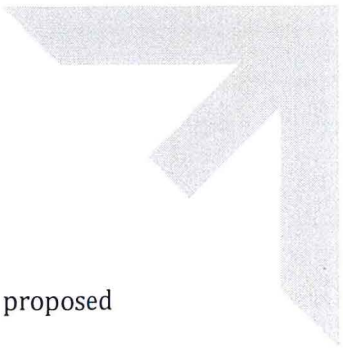
Over the past several years, the City of Jefferson, private property owners, local businesses, and community organizations have invested substantial resources into revitalizing downtown Jefferson City and the Capitol Avenue corridor. These efforts have focused on attracting private investment, supporting new businesses, improving public infrastructure, redeveloping underutilized properties, and creating a vibrant destination for residents and visitors alike.

The proposed shelter is located in close proximity to several strategic economic development initiatives, including ongoing efforts to advance the Jefferson City Conference Center project and related hospitality, tourism, entertainment, and commercial investments. The success of these initiatives depends heavily upon maintaining positive market perceptions, encouraging continued private investment, and creating an environment that attracts visitors, businesses, developers, and employers.

The proposed shelter raises legitimate concerns regarding its potential impact on ongoing and future investment within the downtown area. Major redevelopment initiatives depend upon investor confidence, market certainty, and a consistent land-use vision. Introducing a use that may be perceived as inconsistent with the area's planned role as a center for hospitality, tourism, commerce, and entertainment could create uncertainty among prospective developers, businesses, lenders, and investors. Even the perception of increased investment risk can influence site selection decisions, project feasibility assessments, and the willingness of private parties to commit capital to the district.

JCREP supports continued efforts to address homelessness and encourages the exploration of locations that can effectively provide needed services while remaining compatible with the City's economic development and revitalization objectives.

Facilitating economic opportunities for the Jefferson City region



For these reasons, we respectfully urge the Planning & Zoning Commission to deny the proposed request for 107 Adams Street.

Thank you for your consideration of our comments and your service to the community.

Sincerely,



Luke Holtschneider
President

Bland, Kimm

From: Langston, Paul D <PaulLangston@MissouriState.edu>
Sent: Tuesday, June 9, 2026 4:23 PM
To: JC Planning
Subject: Re the rezoning of 107 Adams Street for use by Housing the Community. mmunity JCy JCmmunity JC

We have been involved in several organizations which serve our unhoused population - Transformational Housing, Common Ground Community Building, Habitat for Humanity, Homeless Connect and Room at the Inn. In addition, our church, First Methodist, also welcomes and provides services for these individuals. We have found them to be quick to express their gratitude. We believe a resource center giving new purpose to a currently unused building will be a benefit both the unhoused and to the community as a whole. And we will make financial contributions to support this project as well.

Thanks,

Paul & Mary Langston

Bland, Kimm

From: Karen Shroyer <karshroyer@aol.com>
Sent: Tuesday, June 9, 2026 8:35 PM
To: JC Planning
Subject: Support for Resource Center and Emergency Shelter

Dear Members of Planning and Zoning Commission,

I am writing in support of the Housing the Community application for a resource Center and Emergency Shelter across the street from the First Christian Church. I am a member of this church. I work weekly at our food pantry and often interact with members of the homeless community there. My experience with this population has been positive.

I find the location of the proposed emergency shelter to be a desirable location.

Regards,
Karen Shroyer

Sent from my iPad

Dear Members of the Planning and Zoning Commission,

My name is Rev. Trevor Dancer, and I serve as the lead pastor at First United Methodist Church in Jefferson City. I am writing to express my strong support for the Housing the Community Jefferson City's (HCJC) application for the property at 107 Adams Street.

In 2023, Mayor Fitzwater convened the Homelessness Task Force to identify practical, evidence-based strategies to address homelessness in our community. One of the Task Force's central findings was the need for additional daytime services and coordinated access points for individuals experiencing homelessness. HCJC's proposal directly aligns with these recommendations and represents a concrete, actionable step toward meeting this identified need.

HCJC has been actively engaged with Jefferson City's unhoused population for several years. Their volunteers have built trust with individuals who are often disconnected from traditional support systems. Research consistently shows that trust-based outreach improves engagement with mental health care, addiction treatment, and case management services. Communities that establish consistent daytime service centers often see measurable reductions in emergency service utilization, including ambulance calls and police contacts, as individuals gain more reliable access to preventative care.

The concerns raised by local businesses and residents are real and understandable. Increased litter, loitering near storefronts, and the strain placed on the public library as one of the few daytime refuge points are challenges already present in our city. Providing a designated, supervised daytime location is a proven strategy for mitigating these issues. Cities that have implemented similar centers report decreased loitering in commercial districts, improved sanitation outcomes, and more efficient coordination between service providers and unhoused individuals.

Some have expressed concern that approving this project may attract additional unhoused individuals to Jefferson City. Available data from comparable communities does not support this claim. Services such as those proposed for 107 Adams Street are not a draw factor; rather, they help stabilize individuals who are already here. When Room at the Inn opened, similar fears were voiced, yet no increase in migration occurred. Additionally, Jefferson City's service capacity remains significantly lower than that of nearby cities such as Columbia, making it unlikely that this project would create a regional pull effect.

HCJC's mission is not to perpetuate homelessness but to reduce it. The proposed center would serve as a coordinated access point—connecting individuals to medication management, counseling, social workers, employment resources, and medical care. This isn't just a place to land, but a springboard for people to have easier access to a better future.

The proposal for 107 Adams Street fulfills the intent of the Mayor's Task Force, aligns with best practices in homelessness response, and offers a practical solution to challenges our

community is already facing. For these reasons, I respectfully urge the Commission to approve HCJC's application.

Thank you for your consideration.

Rev. Trevor W. Dancer

Bland, Kimm

From: james crabtree <crabtree.consulting@outlook.com>
Sent: Wednesday, June 10, 2026 11:48 AM
To: JC Planning
Subject: HCJC Resource Center and Emergency Shelter

Please note that I am in support of the zoning request for the redevelopment of 107 Adams Street. As the recently concluded city task force concluded Jefferson City is in need of a resource center and shelter for the unhoused. This project meets a city need. The location is logical as it is within proximity of current shelters and facilities currently used by the unhoused. I believe the facility will become a destination and relieve the use properties within the downtown area and capital avenue properties.

Thank you for your consideration and support.

Jim Crabtree

From: Dan Kehoe <dankehoe22@gmail.com>
Sent: Wednesday, June 10, 2026 12:28 PM
To: JC Planning
Subject: PUD 107 Adams

To the Members of the Jefferson City Planning and Zoning Commission,

Thank you for the opportunity to provide input regarding the proposed PUD plan for an emergency shelter at 107 Adams Street. I want to begin by stating clearly that I am not opposed to an emergency shelter. Jefferson City urgently needs expanded services and safe, stable options for our unhoused neighbors. My concerns are not about *whether* we should have a shelter, but *where* it is placed and how it aligns with the long-term health and redevelopment of the Capitol Avenue corridor.

I am the owner of the building located at the corner of Capitol Avenue and Adams Street, directly within the area affected by this proposal. Over the past several years, significant effort and investment have gone into stabilizing and revitalizing the Capitol Avenue Historic District. This corridor has the potential to become a vibrant, restored part of our city—one that attracts residents, businesses, and continued private investment. The placement of a shelter at 107 Adams raises questions about whether this specific location supports or undermines those redevelopment goals.

The area has already and continues to experience challenges related to unmanaged encampments, including **trash, litter, debris, and bodily fluids** left behind. These issues affect nearby properties, discourage investment, and place additional strain on city services. While these problems are not caused by shelters themselves, they are a reality when support infrastructure is insufficient. If a shelter is placed in a location without immediate access to wraparound services, transportation, and outreach resources, these issues can worsen rather than improve.

My position is simple: Jefferson City **needs** an emergency shelter, but it should be located where residents can more easily access the services that help them transition out of crisis. Understanding that the Churches in the downtown area offer services to help with this, it has created problems. These problems can be seen on the 200 block of Adams st already. Adding a shelter on the 100 block will only make this worse.

I respectfully ask the Commission to consider whether 107 Adams is the most effective and sustainable location for this project, both for the individuals who will rely on the shelter and for the continued redevelopment of Capitol Avenue. A thoughtful site selection now will lead to better outcomes for the entire community.

Thank you for your time and consideration.

Sincerely,

Dan & Becky Kehoe,

824 Properties LLC

Bland, Kimm

From: Ronald J. Leone <ron@mpca.org>
Sent: Wednesday, June 10, 2026 1:40 PM
To: JC Planning
Subject: Proposed Shelter at 107 Adams Street: Opposed

Dear Jefferson City Planning & Zoning Commission:

My name is Ronald J. Leone, and I am the Executive Director of the Missouri Petroleum & Convenience Association (MPCA).

MPCA is a 200+ member statewide trade association, located in Jefferson City and established in 1937, and our members own, operate, or supply gas stations, convenience stores, and truck stops.

MPCA owns and is located at 205 E. Capitol Avenue, Jefferson City, MO 65101, the building on the corner of E. Capitol Avenue and Madison Street directly across the street from the Governor's Mansion.

MPCA supports programs designed to help the homeless and other disadvantaged individuals and groups become independent and self-supporting.

However, we oppose the proposed shelter at 107 Adams Street because we believe that there are far better locations in Jefferson City which are closer to the programs, facilities, and services this population desperately needs to get back on their feet. In addition, we are concerned that any nearby homeless shelter could negatively impact customer traffic and property values at the soon-to-built hotel and conference center as well as in and around downtown Jefferson City and the State Capitol.

Thank you,

Ron

Ronald J. Leone, Esq.
Executive Director
Missouri Petroleum & Convenience Association (MPCA)
205 East Capitol Avenue, Suite 200 • Jefferson City, MO 65101 | p: 573.635.7117, ext 160 | c: 573.864.5189
2027 PACEshow • February 4 & 5 • Kansas City, MO
www.PACEshow.com

From: Stockman Stoneworks <midmoblock@aol.com>
Sent: Wednesday, June 10, 2026 1:57 PM
To: JC Planning
Subject: Concerns Regarding the Proposed Homeless Shelter at 107 Adams Street

Dear City Officials,

I would like to respectfully express my opposition to the proposed conversion of **107 Adams Street** into a homeless shelter.

Over the past several years, myself, along with many other members of the community, have invested significant time, resources, and effort into purchasing, renovating, and revitalizing properties in this area. We believed in the future of downtown Jefferson City and have worked hard to improve the neighborhood, attract residents and businesses, and increase property values.

While I recognize that homelessness is an important issue that deserves thoughtful solutions and compassionate support, I do not believe this location is the appropriate place for such a facility. The proposed shelter has the potential to negatively impact the progress that has been made by private property owners and investors who have committed themselves to the long-term success of this district.

Our concern is not with helping those in need, but rather with ensuring that services are located in areas that best support both the individuals receiving assistance and the surrounding community. We encourage the City to explore alternative locations that can provide the necessary resources while preserving the momentum of redevelopment and investment that has taken place in this neighborhood.

We appreciate the difficult decisions facing our elected officials and hope our concerns will be carefully considered before any final action is taken.

Thank you for your time and consideration.

Respectfully,

DJ Drury
573-619-9036

From: Andy Blunt <ablunt@hbstrategies.us>
Sent: Wednesday, June 10, 2026 5:06 PM
To: JC Planning
Subject: Public Comments for the Planning and Zoning Commission Hearing

To the Jefferson City Planning and Zoning Commission:

I am writing to express my opposition to the proposed conversion of 107 Adams Street into a year-round homeless shelter and resource center.

My concerns are not with providing services to individuals experiencing homelessness. Rather, my concern is whether this particular location is appropriate and consistent with the long-term planning objectives for the Capitol Avenue corridor and downtown Jefferson City.

Over the past several years, substantial public and private investments have been made to revitalize the Capitol Avenue area. Property owners, businesses, developers, and the City have collectively invested significant resources to create a safe, walkable, and attractive district that can support hospitality, tourism, entertainment, residential development, and continued economic growth. These efforts have generated positive momentum that should be protected and encouraged.

The proposed shelter location is situated immediately adjacent to an area targeted for continued redevelopment and near the City's major investments in the convention, hotel, and tourism infrastructure. Introducing a year-round homeless shelter at this location risks creating uncertainty among prospective investors, business owners, residents, and visitors. Even the perception of increased loitering, public safety concerns, or incompatible land uses can discourage future investment and undermine redevelopment efforts that have taken years to achieve.

I am also concerned that the Planning and Zoning Commission has not been provided sufficient information regarding operational plans, security measures, staffing levels, transportation management, neighborhood impacts, and performance standards. Before approving a use of this nature, the Commission should have a clear understanding of how the facility will manage outdoor activity, overnight occupancy, client transportation, law enforcement coordination, and impacts on surrounding properties.

The City has identified downtown revitalization, economic development, tourism, and convention-related growth as important priorities. The Commission should carefully consider whether this proposal advances those objectives or conflicts with them.

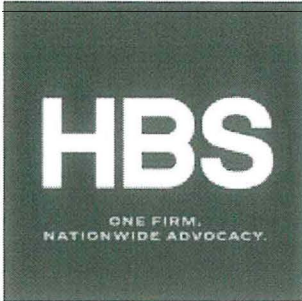
Providing services to vulnerable populations is an important community responsibility. However, not every location is appropriate for every use. I respectfully request that the Commission deny this application and encourage the applicant to pursue alternative locations that are better suited for a year-round shelter and resource center while preserving the momentum and investment that have been achieved in the Capitol Avenue corridor.

Thank you for your consideration.

Sincerely,

Andy Blunt

CEO - Hartley Blunt Strategies LLC



Andy Blunt

HBS

Chief Executive Officer | Executive Chairman

Mobile: (573) 680-6966

Email: ablunt@hbstrategies.us

www.hbstrategies.us



Bland, Kimm

From: John & Terry Lyskowski <lyskow@gmail.com>
Sent: Wednesday, June 10, 2026 5:20 PM
To: JC Planning

Please support the shelter plan on Adams Street-it is merely 2 or 3 blocks from the current shelter and there have not been significant problems. We need to be a community who works together to help those who are in need. Thank you.

Terry and John Lyskowski

From: Mark Kiekhaefer <mark.kiekhaefer.70@gmail.com>
Sent: Wednesday, June 10, 2026 5:28 PM
To: JC Planning
Subject: Supportive of Proposal #P26009 Resource Center and Emergency Center

To the Planning & Zoning Commission:

I am writing in support of Proposal # P26009. I have appreciated the work of HCJC and their Room at the Inn program over the past five winters. Through volunteer mobilization, they have sheltered unhoused people and provided resources to keep them safe. This is testimony to the caring spirit in Jefferson City.

Now, after years of searching for a permanent home, HCJC has found a building that can meet their programming needs for shelter and provide space for groups to provide resources for this segment of our community. How much better to have a designated space in the downtown area where people and resources can come together to assist them. I feel this will be a great asset to our community. It will allow other spaces like the library to fulfill its mission without being a de facto day shelter. It will allow the churches that have made their spaces available to more easily fulfill their purposes. It will provide care to some of our most vulnerable citizens. And it will be done by caring individuals working through a non-profit organization.

I urge the Planning & Zoning Commission to approve the PUD and not put up barriers to improving this needed addition to our community.

Sincerely,

Mark Kiekhaefer
President, Transformational Housing

Bland, Kimm

From: Shelby Timm <shelby.timm2@gmail.com>
Sent: Wednesday, June 10, 2026 5:41 PM
To: JC Planning
Subject: Support for the HCJC Resource Center

To whom it may concern,

I will be unable to attend the Planning and Zoning Commission hearing tomorrow but strongly support the HCJC Resource Center and Shelter at 107 Adam's Street. I've seen the positive impact and lives saved by JCRATI. This resource is a high need for our community and a great opportunity for all.

Thank you,
Shelby Timm
JC resident

Bland, Kimm

From: Ken Luebbering <kenluebbering@gmail.com>
Sent: Wednesday, June 10, 2026 6:38 PM
To: JC Planning
Subject: JCRATI proposal

P&Z Commission Board members,

Since I will be unable to attend the Thursday meeting, I am writing to voice my strong support for the zoning request for the HCJC Resource Center and Shelter at 107 Adams Street.

As an active member of a downtown church, Grace Episcopal on Adams Street, and a member of the Friends of the MRRL Board, I am very aware of the needs of our unhoused community. And it is a community of individuals who help look after each other, sharing resources and information. I know some of their stories, and many of them are like countless others in our society, just one missed paycheck away from homelessness.

Grace Episcopal has a small self-serve food pantry, Josie's Pantry, named for one of our Eagle Scouts who conceived of this ministry and constructed the pantry. Many downtown residents depend on this pantry for part of their food. As Christians we are called to feed the hungry, but we are also called to give shelter to the homeless, and that is exactly what the HCJC proposal would do. It would also improve the quality of life for all Jefferson City residents who spend time in downtown Jefferson City by giving the unhoused a place to be during the daytime instead of being forced to spend time in public areas downtown.

Some will argue that providing resources to the unhoused community brings them to our city or our neighborhood, but they are already here and if a lack of proper resources for them would deter them they would have moved on long ago. Those who take a NIMBY position on this matter have their heads in the sand and make it more difficult to make our community safer and more liveable for all of us.

Refusal to approve HCJC's request will simply continue the unacceptable situation in our downtown. It will NOT make the problem go away.

Ken Luebbering
1414 Dixon Drive

Bland, Kimm

From: Steve DeVries <midmomed@gmail.com>
Sent: Wednesday, June 10, 2026 6:56 PM
To: JC Planning
Subject: Please Approve the Rezoning of 107 Adams

My name is Steve DeVries and I support the HCJC Resource Center and Shelter at 107 Adams Street. I live in Jefferson City and I am a volunteer at Room at the Inn. Every homeless person ends upon the street for a different reason. Our goal is not to enable them to be homeless but rather to help them off the street. They desperately need a facility where we can help them get them back working and living independently. This building is in a great location so I'm asking you to rezone the property and we'll do the rest!
Thank you!

Sent from the Iphone of Steve DeVries

Bland, Kimm

From: Dean Dutoi <ddutoi@gmail.com>
Sent: Wednesday, June 10, 2026 6:58 PM
To: JC Planning
Subject: Zoning issue

I would like to express my support for rezoning the property at 107 Adams Street so it can be used as a homeless shelter. It is a perfect location and Jefferson City Room at the Inn is a great organization.

Dean Dutoi
1926 Timber Rd
Jefferson City, MO 65101
573-680-6313

From: Shelly Hittner <hittnershelly@gmail.com>
Sent: Wednesday, June 10, 2026 7:01 PM
To: JC Planning
Subject: in support of a new resource center/shelter location for our community's unhoused population

I first became aware of the Room at the Inn model when I volunteered at the shelter in Columbia from 2013-2015. This was my first experience in working with a homeless population and I learned how important systems and safeguards are for both the guests and the staff/volunteers. I also saw that these systems and safeguards protected and upheld guests' dignity by providing security and privacy, honoring anonymity as much as possible, requiring their cooperation and responsibility in operations, and simply providing a space and time for presence and listening.

When the Jefferson City Homelessness Task Force (which eventually became HCJC) formed in our area, one of the first initiatives was 2015's Project Homeless Connect. I served on that event's planning committee and at the event itself for eight years. The PHC events opened my eyes to the wide range of services provided by our area's agencies and faith communities, but I also saw the continual struggles and "dead ends" our neediest community members face on a daily basis. When Jefferson City Room at the Inn began in February 2022, I was part of the small executive committee that helped establish and operate the shelter at the Catholic Charities location. In that first season, we (clumsily but faithfully!) worked against obstacles such as the shelter's location, pandemic restrictions, lack of funds, limited roster of volunteers, a blizzard that dished out 20" of snow on opening weekend, and countless unknowns. The one thing that was clearly evident through all of it, though, was the need. In that first season, the individuals who came for safe shelter became known as neighbors; we learned some of their stories and struggles, held them to a standard of respect and cooperation, and (in most cases) earned their trust once they saw that we were committed to this for them and with them. Those winter seasons changed me forever and I grew to realize that anyone can be one "something" away (one car accident / one lapsed insurance payment / one death of a loved one / one job loss / one mental health challenge) from being in a similar circumstance to that of our guests.

I believe that many of our homeless individuals are in desperate cycles that can be broken. As devoted and compassionate as the JCRATI leadership and volunteers are and as committed as I am to it, we've always recognized that JCRATI is a temporary patch on the overall issue. HCJC and JCRATI have done amazing things under the current leadership and there are definitely success stories to celebrate, but JCRATI is bound by some limitations. And I'm just tired of the temporary patch. This good, dedicated, hardworking patch is stretched thin *but* it can be reinforced to lead to many *more* success stories. The issues aren't going away and they aren't diminishing ... not yet. Our community has the ability to commit to better, longer-lasting, more comprehensive solutions that result in real change. Real change would be evidenced by strides towards a healthier, more just community; would begin to quiet the criticisms that the Resource Center and Shelter is a hand-out or an enabler; and would continue the core goal of saving lives, building community and respecting human dignity. And so I support the HCJC Resource Center and Shelter at 107 Adams Street.

Sincerely,
Shelly Hittner

From: Robyn Burnett <robynburnett@yahoo.com>
Sent: Wednesday, June 10, 2026 7:07 PM
To: JC Planning
Subject: Support HCJC Resource Center and Shelter at 107 Adams Street

I am writing to offer my support the HCJC Resource Center and Shelter at 107 Adams Street. HCJC's stated mission is to "promote dignity for those in need of stable housing in Jefferson City by seeking solutions for housing, shelter, and support services." As a member of Grace Episcopal Church on Adams Street downtown who interacts people who need the food provided in our self-service pantry, I see the need for a better options for the unhoused. The 107 Adams St. location seems an excellent location for offering shelter and support services. People sometimes complain about the unhoused hanging around the library. They are entitled to be in and use that space, but as a community we can do better. I urge you to support this endeavor.

Robyn Burnett, JC resident
robynburnett@yahoo.com

Bland, Kimm

From: Hayle LaFountain <lafountainhayle@gmail.com>
Sent: Wednesday, June 10, 2026 7:19 PM
To: JC Planning
Subject: Support for HCJC resource center and shelter

Hello,

I am writing in support of the HCJC Resource Center and Shelter at 107 Adams Street. This is an important step in helping our unhoused neighbors.

Thank you,
Hayle LaFountain

Bland, Kimm

From: Kathy Cavender <kathyfcavender@gmail.com>
Sent: Wednesday, June 10, 2026 8:57 PM
To: JC Planning
Subject: HCJC Resource Center

I support the HCJC Resource Center and Shelter at 107 Adams Street.

Kathy Cavender

Bland, Kimm

From: Rich denning <rich.denning@hotmail.com>
Sent: Wednesday, June 10, 2026 9:56 PM
To: JC Planning
Subject: 107 Adams and HCJC

Much like Sam in the story Green Eggs and Ham, there are people like Sam that don't want homeless here or there, they don't want them anywhere! (credit to Dr Seuss).

But the question is they are here and there, and not being really helped, or being moved in a direction to be a part of society that can contribute to the community.

We at HCJC can be a part of the solution, and we want to help. Very few people think the program is bad, they just don't want it here. We have asked for help several times trying to find a location but have had zero response's, so after 2 years of looking we have found a location that checks a lot of boxes , with one the important ones being close to the folks we want to serve (go check the library, or any of the 4 churches) and you will see the very folks we are wanting to serve and help. Yet we are once again getting a NIMBY response, but the problem is right in front of you, and is not going away by not doing anything.

So I would like you to be the character in Green Eggs and Ham I would like you to try it and see if it will help others and help our community as a whole.

Rich Denning
Treasurer HCJC

Bland, Kimm

From: vschild@mchsi.com
Sent: Wednesday, June 10, 2026 10:01 PM
To: JC Planning
Subject: Jefferson City needs a Resource Center and Overnight Shelter at 107 Adams Street

Jefferson City Planning and Zoning Commission:

As an active member of First Presbyterian Church, and someone committed to making Jefferson City a more safe and vibrant community for all residents, I urge you to approve using the building at 107 Adams Street as a Resource Center for Jefferson City residents experiencing homelessness. All people need shelter. Due to the lack of affordable rental units, many people cannot find places to rent, let alone afford them.

Please consider the needs of all our neighbors and approve the use requested by Housing the Community – Jefferson City (HCJC).

Sincerely,
Vicki Schildmeyer

Bland, Kimm

From: suefalzonern@gmail.com
Sent: Wednesday, June 10, 2026 10:08 PM
To: JC Planning
Subject: Adams St Shelter

We wholeheartedly are in support of HCJC' s attempt to buy the building on Adam's street to provide shelter and services to our unhoused in Jeff City. I (Sue) volunteer at JCRoom at the Inn, and see & understand the need & importance for such a shelter.' The guests at the Inn, Salvation Army..... are from diverse backgrounds and have so many human needs . All one has to do is spend time with them to see & appreciate their humanity. Please, please give them an Adam's St. shelter!

Sue & John Falzone

Sent from my iPhone

Bland, Kimm

From: Robin Grumm <robin.grumm@yahoo.com>
Sent: Thursday, June 11, 2026 5:35 AM
To: JC Planning
Subject: I support the HCJC Resource Center and Shelter at 107 Adams Street

This is an important moment for the community of Jefferson City. We have a wonderful opportunity to provide necessary resources to a vulnerable population within our city. I urge you to grant the necessary zoning needed to move forward with this project. It is the perfect location and it is available. HCJC has worked tirelessly and diligently to find this.

Now it is your turn. Support the Resource Center and Shelter at 107 Adams Street.

Thank you.

Robin Grumm

Sent from Yahoo Mail for iPad

Bland, Kimm

From: leanne bland <mombland@hotmail.com>
Sent: Thursday, June 11, 2026 5:48 AM
To: JC Planning
Subject: Letter supporting JCRATI

Hello,

I am writing to ask for your support in approving the zoning permissions needed for Jefferson City Room the Inn to purchase the property at 107 Adams Street. I have volunteered there for 4 seasons, and I can tell you without a shadow of doubt that this new building is essential to helping our neighbors who are unhoused. For the last three seasons, I have overseen our Amazon wish list, and I have seen firsthand the incredible support our community provides by purchasing items needed at the Inn

That support has been overwhelming at times and very humbling. I truly believe our community will stand behind our effort to do more for the unhoused, and this new building will make that possible.

During my time at the Inn, I have never been afraid or nervous about my safety. I have found that our guests often hold one another accountable because they understand that one person's actions can affect everyone, and that if trouble arises, they might not have a bed to sleep in that night.

I would ask you to remember that these are someone's children, brothers, and sisters. When their families cannot help them, it is up to the community to care enough to act. This new building is that action. We can give someone a bed to sleep in and food to eat, but if we want to truly help, rather than simply respond to the immediate need, we must do more. This new building will allow us to walk alongside our guests and offer resources to help them get off the street, and reduce our unhoused population. That is for the betterment of us all. We cannot ignore people who are unhoused simply because we do not want to SEE them. We need to see them, support them, and walk alongside them in the best way we can. Please vote to approve the zoning permissions needed for us to purchase the property at 107 Adams Street. Thank you for your time!

Leanne M. Bland

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

Bland, Kimm

From: Peter Clogston <peterclogston1959@gmail.com>
Sent: Thursday, June 11, 2026 6:24 AM
To: JC Planning
Subject: HCJC Resource Center and Shelter at 107 Adams Street

I am a member of Immaculate Conception Catholic Church in Jeff City and I have volunteered the last 2 seasons at The Room at the Inn shelter. I also use the library quite a bit and see the neighbors from the shelter at the library. I am so proud of the Jeff City community for supporting the Room at the Inn shelter and I fully support the proposed HCJC Resource Center and Shelter at 107 Adams Street. From what I know and have experienced in Jeff City, this is really needed and the proposed location is excellent.

Pete Clogston
2206 Brandy Lane
573-694-2672

Bland, Kimm

From: Nancy Samp <nancy.c.samp@gmail.com>
Sent: Thursday, June 11, 2026 6:41 AM
To: JC Planning
Subject: HCJC Resource Center

I support the HCJC resource center. Our community needs to make this step to address our serious homeless situation.
Thank you, Nancy Samp Sent from my iPad

Bland, Kimm

From: Judy Javersak <javerjud@gmail.com>
Sent: Thursday, June 11, 2026 6:47 AM
To: JC Planning
Subject: RATI

Planning and Zoning Commission, today, you have the ability to make a difference in the lives of many by approving the rezoning application submitted by JCRATI to provide a permanent shelter for the homeless. I have only lived in JC for a few years, but have had opportunities to volunteer at the Project Homeless Event and to become familiar with JCRATI. Both are great programs that help to bind the community together in giving and receiving.

By providing JCRATI the ability to have a permanent residence to house more and to have the space to provide more services is a win-win. Thank you for your time.

Judy Javersak

Bland, Kimm

From: Julie Clingman <jaclingman@gmail.com>
Sent: Thursday, June 11, 2026 6:55 AM
To: JC Planning
Subject: "I support the HCJC Resource Center and Shelter at 107 Adams Street."

Dear Council Men and Women,

Please consider and pass this ordinance. Help us to help the least among us. I have helped at Room at the Inn for 3 years and have witnessed the gratitude of the people who use these services. All of them try to follow the many rules and procedures that are put in place to help keep everyone comfortable and respectful of the property and others. It is a much needed service for our community and needs its own permanent structure.

As the Capital City of the great state of Missouri, Jefferson City, should be the model that sets the precedent on how the poor are treated in our society. Our city should be a beacon of love and kindness to everyone; no matter the social class they are identified in.

PLEASE pass the ordinance and grant us the legal right to open a permanent dwelling place for Room at the Inn. Help us - - - Help others!

In Christ's name,
Julie Clingman

From: Deborah Bledsoe <dbledsoe242@gmail.com>
Sent: Thursday, June 11, 2026 7:32 AM
To: JC Planning
Subject: Supportive of Proposal #P26009 Resource Center and Emergency Center

To the Planning & Zoning Commission:

I am writing in support of Proposal # P26009. I have appreciated the work of HCJC and their Room at the Inn program over the past five winters. Through volunteer mobilization, they have sheltered unhoused people and provided resources to keep them safe. This is testimony to the caring spirit in Jefferson City.

Now, after years of searching for a permanent home, HCJC has found a building that can meet their programming needs for shelter and provide space for groups to provide resources for this segment of our community. How much better to have a designated space in the downtown area where people and resources can come together to assist them. I feel this will be a great asset to our community. It will allow other spaces like the library to fulfill its mission without being a de facto day shelter. It will allow the churches that have made their spaces available to more easily fulfill their purposes. It will provide care to some of our most vulnerable citizens. And it will be done by caring individuals working through a non-profit organization.

I urge the Planning & Zoning Commission to approve the PUD and not put up barriers to improving this needed addition to our community.

Sincerely,

Deborah Bledsoe

From: Jeff Hoelscher <hoelscherenterprises@yahoo.com>
Sent: Thursday, June 11, 2026 7:33 AM
To: JC Planning
Cc: Hoelscher, Jeff
Subject: 107 Adams Street PUD Hearing

Commissioners of The Jefferson City Planning and Zoning Commission:

The purpose of this email is to express my opposition to the granting of the PUD for 107 Adams Street. My opposition is both as a private citizen and as a Member of the Cole County Commission.

While I am not unsympathetic to those who have, unfortunately, become unhoused, but as an elected official, I always have to consider the greater good. One of my concerns that affects all citizens in the county and students in our public school districts is the erosion of the tax base. Should this property be sold to a nonprofit, the property taxes accruing to it will disappear. In a county that is the seat of state government, there are already a number of properties which are untaxed and adding to that list would be detrimental.

Due to the close proximity of this property to the Cole County Courthouse and Cole County Annex, I have to be concerned for the safety of the many people who come there to conduct business and the employees of the county. Since both of these buildings are open to the public, they can be attractive to those seeking shelter, both during working hours and at other times of the day. Due to the nature of work that is conducted in these two buildings, it is not unusual for employees to be coming late at night or early in the morning and we have to be concerned for their well-being and safety.

As a realtor, I am very sensitive to individual property rights. In recent years, a number of citizens have made investments in properties along Capitol Avenue. Many have sought to improve private homes, and now entities such as the Missouri Association of Counties (MAC) and the Missouri Chamber of Commerce have announced plans to make substantial investments to properties. It is the intention of MAC to save the iconic Buescher funeral home and return it to its former grandeur and glory. This will not come with a small price tag and yet MAC has faith that the expenditure will not only enhance Capitol Avenue but also result in its having a beautiful and unique workplace. Additionally, these improvements will enhance the tax base.

As a public official, it is frequently reported to me by the public, its concern about the library being used as a shelter for the unhoused and while one might argue that a shelter could provide an alternative location for those seeking shelter to congregate, my concern is that it will actually increase the unhoused population in the Capitol Avenue corridor because there will now be two venues available for accommodation. A number of citizens have reported to me their reluctance to allow their children to go to the library because of their concern for their safety. Our library should be a welcoming place for seeking knowledge and information, not an edifice where children can go only when able to be accompanied by an adult.

I applaud those who seek to assist citizens in unfortunate circumstances. However, this project seems to have been advanced without getting any type of buy-in from other property owners in close proximity, which is troubling. In recent days, I have spoken to property owners, who were completely unaware of this project. A particular point of concern seems to be the designation of the facility having a low barrier for participation.

Please vote to deny approval of this PUD and ask Housing the Community to regroup to establish another location where this facility would be more congruent to the needs of those being served and the surrounding property owners.

Thank you for your service and for considering the objections I have expressed.

Jeff Hoelscher
Cole County Eastern District Commissioner
573-619-8299

Owner
Hoelscher Enterprises, LLC
PO Box 105506
Jefferson City, MO 65110

Broker-Salesperson
Gratz Real Estate, LLC
(573) 635-4168

O||||O

Bland, Kimm

From: PATRICK MURPHY <murf3005@aol.com>
Sent: Thursday, June 11, 2026 7:55 AM
To: JC Planning
Subject: HCJC Resource Center and Shelter

I support the HCJC Resource Center and Shelter at 107 Adams Street. This locale appears to be perfect for the Center. The location is close to where the overnight winter shelter is housed-FBCJC. Our unhoused population avails themselves of many services provided by FUMCJC and FCCJC which are both located in close proximity to 107 Adams Street. The proposed location is also close to our library which many of the unhoused use as a home base. Our community is in dire need of a resource center for this vulnerable population and 107 Adams Street appears to be the answer HCJC has been so desperately seeking. Please consider these issues as you make your decision.

Penny Murphy, member FBCJC, volunteer at Common Ground, Project Homeless Connect and JCRATI

Sent from my iPhone

June 11, 2026

Jefferson City Planning and Zoning Commission
Jefferson City, Missouri

Re: Opposition to Case No. P26009 — 107 Adams Street, PUD Plan for Resource Center and Emergency Shelter

Dear Chair and Members of the Planning and Zoning Commission:

I am writing as a neighboring property owner to formally oppose the Planned Unit Development Plan submitted by Housing the Community Jefferson City (HCJC) for the property located at 107 Adams Street (Case No. P26009). While I recognize the genuine need for homeless services in our community, I respectfully urge the Commission to deny the application as proposed, for the reasons set forth below.

1. The Proposed Use Is Incompatible with the Surrounding Area

The property at 107 Adams Street sits at the intersection of Adams Street and Parsons Way, surrounded by a mix of zoning districts that reflect an area in active transition. Properties to the south and east are zoned MU-1 and are planned for residential and mixed-use redevelopment — investments that signal meaningful progress for this corridor. Introducing a 30-bed emergency shelter and daytime resource center in this location risks undermining that momentum and chilling the private investment that is essential to the area's revitalization.

It is also notable that a substance abuse treatment facility already operates directly to the north of the subject property. The concentration of multiple social service uses in close proximity on a single block — shelter, resource center, and treatment facility — creates a de facto services campus that is inconsistent with the mixed-use character envisioned for this neighborhood. The Commission should carefully consider whether clustering these uses serves the long-term interests of the surrounding community.

2. The Proposal Raises Legitimate Public Safety Concerns

The applicant proposes a "low-barrier" model, meaning individuals may access overnight shelter regardless of sobriety or other conditions, provided only that they agree to follow basic rules. While this model is appropriate in some contexts, it raises legitimate safety concerns when situated in a neighborhood with planned residential uses and existing businesses.

The operational plan relies primarily on trained volunteers — not licensed security or professional social service staff — to maintain order during overnight shelter hours. A minimum of two volunteers on-site may be insufficient to manage the needs and potential conflicts that can arise in a 30-bed, low-barrier overnight shelter setting. The applicant's commitment to prohibiting loitering is commendable, but enforcement of that commitment in practice, particularly during ingress and egress periods in the early morning and evening hours, will directly affect neighboring properties.

HCJC is a relatively young organization, incorporated in 2022, and has operated exclusively within host church facilities. It has no track record operating a standalone permanent facility of this type. The Commission should weigh the organization's limited institutional experience against the scale and permanence of what is being proposed.

3. The Project Poses a Risk to Neighboring Property Values

The siting of an emergency shelter and resource center in an area actively targeted for redevelopment will negatively affect the marketability and value of neighboring properties. Prospective residents, tenants, and investors evaluate not only the physical condition of a property but the character and trajectory of the surrounding neighborhood. Approval of this PUD Plan sends a signal about the permitted character of this block that is likely to complicate and discourage planned private investment nearby.

The properties to the south and east — currently vacant but planned for redevelopment — are particularly vulnerable. Developers and their financing partners will factor the proximity of a low-barrier shelter into their underwriting decisions. The Commission should consider the downstream consequences of this siting decision on the broader redevelopment vision for the corridor.

4. Conditions Proposed by Staff Are Insufficient

City staff have offered a neutral recommendation with two conditions: limiting permitted uses to office, resource center, and emergency shelter; and applying C-O district standards for signage and lighting. These conditions address form but do not address the substantive compatibility and operational concerns raised above. There are no conditions proposed regarding staffing minimums, hours of outdoor access, incident reporting, or operational review periods. Without meaningful operational conditions, approval of this PUD Plan provides limited assurance to neighboring property owners that the facility will operate as represented in the application narrative.

Conclusion

I do not oppose efforts to address homelessness in Jefferson City. The Mayor's Task Force and other community bodies have identified this as a priority, and that work deserves support. However, location matters, and the site at 107 Adams Street is not appropriate for this use given its proximity to planned development, the existing concentration of social services on the block, and the legitimate safety and compatibility concerns outlined above. I respectfully urge the Commission to recommend denial of Case No. P26009 and to encourage the applicant to identify a site better suited to this important work.

Thank you for your consideration of these concerns.

Respectfully submitted,

Trevor and Karen Monnig

221 E Capitol Avenue

Jefferson City MO 65101

karenmonnig@gmail.com

tdmonnig@gmail.com

Bland, Kimm

From: Alan Mudd <amudd@mchsi.com>
Sent: Thursday, June 11, 2026 8:01 AM
To: JC Planning
Subject: Approval of the building for the homeless

I am on the boards of Salvation Army as well as Transformation Housing. I encourage you to support this proposal.

Alan Mudd

Sent from my iPhone

Bland, Kimm

From: Gregg Hartley <ghartley@hbstrategies.us>
Sent: Thursday, June 11, 2026 8:04 AM
To: JC Planning
Subject: 107 Adams Street

Members of the Planning and Zoning Commission:

I co-own a national business headquartered in Jefferson City and, co-own commercial real estate as well as lease an office building on East Capitol Street. I am concerned about a proposal to the Jefferson City Planning and Zoning Commission to convert the property located at 107 Adams Street (just north of Capitol Avenue) into a year-round homeless shelter and resource center.

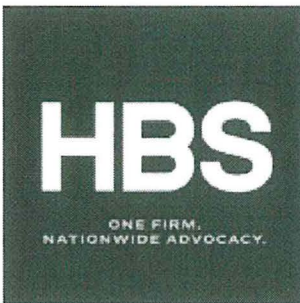
It is admirable that a community organization is working on developing housing for the homeless. This is a public problem that should be addressed.

This proposal, however, does not appear to be an appropriate location and certainly is not complementary to either the city's downtown enhancement plans or the substantial efforts of businesspeople to invest in that area. There must be an alternative site for such a facility that is closer to the variety of services needed to more fully meet the social, healthcare, transportation, and security requirements of the people housed at shelter.

I strongly urge the Commission to disapprove this proposal for 107 Adams Street.

Thanks for your consideration of this request.

Gregg L. Hartley



Gregg Hartley
HBS
Chief Operating Officer | Executive Vice Chairman

Mobile: (202) 494-8735
Email: ghartley@hbstrategies.us

www.hbstrategies.us



Bland, Kimm

From: Mary Telthorst <marytelthorst@hotmail.com>
Sent: Thursday, June 11, 2026 8:09 AM
To: JC Planning
Subject: JCRATI

Good morning,

I would like to let you know of my support of the JCRATI board's intention to purchase a building on Adam's street for a resource center and shelter for the homeless.

JCRATI has been very successful in running their winter shelter. If we really want to stop homelessness we have to assess each individual and provide the resources they need. As a volunteer at the shelter, I have learned that every one that ends up homeless as a unique story.

Providing a resource and day/winter shelter will allow the homeless to get the help they need, the library can function as a library and NOT a shelter, Downtown businesses will not have to worry about loitering and pan handling. This is a win-win and just the right thing to do.

Thank you,
Mary Telthorst

Bland, Kimm

From: Alice Satterfield <alice@fbcjc.org>
Sent: Thursday, June 11, 2026 8:16 AM
To: JC Planning
Subject: JCRATI

I support the HCJC Resource Center and Shelter at 107 Adams Street.

As a member of First Baptist Church, I have seen first-hand what a positive impact JCRATI has on the unhoused in our city. We have been honored to play a part in helping the unhoused in our community come in out of the cold for the past several years. But we are limited in our accommodations, and they need more space. The place they have found is close to those who need it most and will allow them to offer more services.

Please allow them to continue their plans.

Thanks,
Alice Satterfield



Alice Satterfield
Music Assistant

FIRST BAPTIST
CHURCH
JEFFERSON CITY

301 E. Capitol Ave.
Jefferson City, MO 65101
fbcjc.org / (573) 634-3603

From: Brenda Hatfield <brenda.hatfield@outlook.com>
Sent: Thursday, June 11, 2026 7:45 AM
To: JC Planning
Subject: HCJC

I have been a frequent volunteer with The room at Inn. This is a well run organization, and I am so excited. They are working to have a more permanent location. I support the HCJC Resource Center and Shelter at 107 Adams Street And Hope, you will too.

Brenda Hatfield

Bland, Kimm

From: Kliegel, Pam J <Pam.J.Kliegel@lumen.com>
Sent: Thursday, June 11, 2026 8:50 AM
To: JC Planning
Subject: Planning and Zoning 1for HCJC Resource Center and Shelter

Wanted to drop you a quick note to let you know that I support the HCJC Resource Center and Shelter at 107 Adams Street. I have been a volunteer at Room at the Inn for the past 3 years and see firsthand the need for these resources. Appreciate your consideration.

Thank you,
Pam Kliegel

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Bland, Kimm

From: julie hanrahan <julie.beth.hanrahan@gmail.com>
Sent: Thursday, June 11, 2026 9:12 AM
To: JC Planning
Subject: Support for HCJC Resource Center and Shelter

Hello,

I strongly support HCJC Resource Center and Shelter at 107 Adams Street.

We desperately need this just today the news reported more elderly and young people are homeless for the first time. We as a community are as strongest as our weakest link. Human kindness and compassion is needed.

Please help the marginalized. Let HCJC and JCRATI help meet those needs.

It is my sincere hope you will give this your most sincere consideration.

Respectfully,

Julie Hanrahan
Sent from my iPhone

From: Holly Stitt <holly@stitt.org>
Sent: Thursday, June 11, 2026 9:18 AM
To: JC Planning
Subject: Case no P26009 - Opposition

I would like to express my opposition to this PUD. As a person who has invested many dollars and hours into the revitalization of Capitol Avenue, I do not feel this is in the best interest of the heart of our city. I do recognize the need for the homeless shelter and the growing problem with the homeless, my concern is for the congregation of low income and transitional housing in one small area. And more so in this particular area. We (Stitt Barony) went into investing in this area knowing of the already existing Housing Authority's Dulle and Hamilton towers and we dealt with that and worked around it. Since then Transformational Housing, again a great cause and they proved themselves at Cherry St that they could be good neighbors, purchased and is building a home for a much larger group at 101 Jackson St. It had a cause for concern but we were hopeful based on their experience at their other homes.

But an ongoing problem in the Capitol Avenue area has been and is still currently the homeless. I have had to deal with them myself in buildings purchased on the 500 block. It is my belief that adding in this size of a shelter alongside the other transformational and low income housing in the area will depreciate this area as well as not be beneficial to all of the people utilizing these facilities. Studies have shown that dispersing these type of facilities throughout a city allows for better transformation and better economics for the city. It's a win win.

This area is one of our major tourist areas, both with politicians and with people visiting our beautiful city. With this area being between the Capitol Building and the Prison tours (as well as the new convention center being a block away) we are asking for people to not feel safe when they come here. I am not trying to say these people are dangerous, but the optics of that is so, especially to people who are not familiar with our town. The city has spent much time and money to revitalize this area for that exact reason of optics to visitors. I actually had to deal with this when I opened Avenue HQ in 2014 by providing security so people felt safe attending events in the evening. Why are we trying to take this area back to that? We want people to come here and enjoy our town not to feel unsafe.

I am all for utilizing empty buildings for good causes, but I have to be opposed to this when there is already two type of these causes in this small area.

Thank you for your time,
Holly Stitt
Owner
Stitt Barony LLC
573-353-6333

Barron, Eric

From: Janet Roling <jroling@mobankers.com>
Sent: Thursday, June 11, 2026 9:26 AM
To: JC Planning
Cc: Jackson Hataway; Janet Roling
Subject: Public Comments - 107 Madison Street
Attachments: MBA - JC Planning & Zoning 107 Madison Street.pdf

Categories: Kimm

Commissioners-

Please see attached comment letter related to the zoning of the 107 Adams Street property.

We are unable to be present at the meeting due to a scheduled conference in Branson, Missouri this week. Please feel free to reach out to Jackson Hataway or me with any questions or comments related to the attached.

With regards,

Janet



Janet Roling, CPA

Executive Vice-President,
CFO/COO

573-636-8151 · mobankers.com
207 E. Capitol Ave. · Jefferson City, MO · 65102





Missouri Bankers Association

June 9, 2026

Jefferson City Planning and Zoning Commission
Department of Planning and Protective Services, Planning Division
John G. Christy Municipal Building/City Hall
320 E. McCarty Street, Room 120
Jefferson City, MO 65101

Commission Members,

On behalf of the Missouri Bankers Association, I submit these comments in connection with Case P26009, the application to establish an HCJC Resource Center and Emergency Shelter at 107 Adams Street in Jefferson City. We respectfully urge the Commission to give careful consideration to the suitability of this particular site before reaching a decision.

The Missouri Bankers Association does not question the importance of expanding access to shelter and supportive services for people experiencing homelessness. Our concern is a narrower one: whether 107 Adams Street is the right place for this facility, given the significant public and private investments currently underway in the immediate surrounding area.

The Missouri Bankers Association's offices are located approximately two blocks from the proposed shelter site. Our organization has recently completed an extensive remodeling of our building, reflecting our firm belief that a vibrant, thriving downtown core is essential to the long-term economic health of Jefferson City. That investment was made with confidence in the trajectory of our downtown and in anticipation of similar investments by other associations and business community members. The proposed placement of this shelter calls those assumptions into question. We have already experienced an increase in security concerns from staff and visitors due to a notable rise in vagrancy issues in downtown over the past few years. This shelter would materially amplify those concerns and detract from continued investment.

Of particular concern is the proximity of the proposed shelter to the new hotel and convention center currently under construction directly across from our offices. This development represents what we believe to be one of the most significant economic development initiatives Jefferson City has undertaken in several decades. A successful hotel and convention center has the potential to attract visitors, conventions, and new business investment to our city on an ongoing basis, generating substantial tax revenue and employment for our community for years to come.

We are genuinely concerned that placing an emergency shelter in such close proximity to this major hospitality and convention investment could significantly undermine its success. Convention planners, hotel guests, and business travelers make location decisions based on the safety,

appearance, and overall experience of the surrounding environment. We respectfully ask the Planning and Zoning Commission to carefully consider the potential impact that concentrating additional services in this immediate area may have on the viability of this critical development, as well as on neighboring businesses, employees, and visitors.

Property owners, employers, and investors—including our own organization—have demonstrated confidence in the future of downtown Jefferson City through meaningful financial commitments. We believe it is important that land-use decisions reinforce, rather than inadvertently undermine, those investments and the economic momentum that has been carefully built over recent years.

We would welcome a broader discussion about how housing and social services can be provided in a manner that best serves individuals in need while also preserving public safety, supporting economic development, and maintaining the momentum for downtown revitalization. The Missouri Bankers Association stands ready to be a constructive partner in finding solutions that balance compassion, community needs, and the long-term economic vitality of our downtown district.

Best regards,

A handwritten signature in black ink, appearing to read 'J. Hataway', with a long horizontal flourish extending to the right.

Jackson Hataway
President and CEO
Missouri Bankers Association

Bland, Kimm

From: Bill Dent <bill.dent@mofact.org>
Sent: Thursday, June 11, 2026 9:41 AM
To: JC Planning
Subject: HCJC Resource Center on Adams

I write today in support of the HCJC Resource Center and Shelter at 107 Adams Street.
I have an office in downtown Jefferson City with six employees and see the growing need(s) of the unhoused.

This proposed center is a critical component of the solution to the problem.

I support the effort.

\Bill

William T. Dent | Executive Director

Family and Community Trust | MO Community Partnerships
Main mailing address: P O Box 291 • Jefferson City, MO 65102-0291
Office address: 114 E. High Street #B • Jefferson City, MO 65101
phone: ofc - 573.636.6300 cell - 573.230.3832
email: bill.dent@mofact.org | mofact.org
X: @MOFACT | IG: factmissouri | FB: FACTMO

Confidentiality Notice: This electronic communication is from the Family and Community Trust and is only intended for its addressee. This communication may contain information that is privileged, confidential or otherwise protected from disclosure by law. If you are not the intended recipient, or the employee or agency responsible for delivering this information to its recipient, do not copy, circulate, forward or otherwise disclose this document. If you have received this message in error, please notify the sender immediately by return email at bill.dent@mofact.org or by phone at 573-636-6300.

Bland, Kimm

From: Wade Park <wadeppark@gmail.com>
Sent: Thursday, June 11, 2026 10:14 AM
To: JC Planning
Subject: 107 Adams St

I support the HCJC Resource Center and Shelter planned at 107 Adams Street. My family has been members of First Christian Church, across the street, for 30 years, and welcome this resource to our community.

Jesus instructs us to 'love God' and 'love our neighbors.' 'Love God' probably has a different meaning for each of us. (For me, it means 'love Creation,' or our habitat.) 'Love your neighbor' is pretty clear: we help whoever needs our assistance.

The HCJC Resource Center and Shelter is the best way we can love our neighbors living at the margins. It's also the best way we can care for our community. HCJC provides RATI in collaboration with first Baptist Church, and Project Homeless Connect, an annual activity to connect people with necessary resources. Their track record is superb.

From my perspective, the HCJC activities on Adams St. will provide a real time opportunity to connect clients with appropriate resources, like PHC 'on demand.' This will expedite optimal outcomes for everyone involved. I plan to support this community asset with my time and energy and resources.

Sent from my iPhone

Bland, Kimm

From: Greg Schildmeyer <gschild@mchsi.com>
Sent: Thursday, June 11, 2026 10:28 AM
To: JC Planning
Subject: Case P26009 - 107 Adams Street, PUD Plan

I wish to express my strong support for the proposed HCJC Resource Center and Emergency Shelter for unhoused people at 107 Adams Street, Jefferson City has long recognized and documented the problems of homeless people in our community, and this is the first proposed project to address this problem in a comprehensive manner. The location could not be more ideal. I have helped our church deal with the needs of a number of homeless visitors, and I know that this centralized facility will be much more effective in providing needed services, and will have the full support of many downtown church congregations. I urge the Commission to give a strong recommendation of approval to the City Council for this project.

Sincerely,
Gregory Schildmeyer
1803 Tanner Bridge Rd.

Bland, Kimm

From: kate kirchhoff <katekk2123@gmail.com>
Sent: Thursday, June 11, 2026 10:43 AM
To: JC Planning
Subject: A note in support of the resource and shelter center.

I support the resource and shelter center moving to 107 Adams Street. The location is Central to downtown and is convenient to the population it serves. This is needed for the homeless population. Please support this needed service.

Bland, Kimm

From: Elaine Wehnes <ewehnes@embarqmail.com>
Sent: Thursday, June 11, 2026 10:46 AM
To: JC Planning
Subject: Planning and Zoning meeting

I was so excited when I heard of the proposed HCJC Resource Center and Shelter at 107 Adams St. What a perfect location!

Having worked in the mental health field for 35 years before my retirement, a resource center and shelter to improve the quality of people's lives is so beneficial as well as the kind, respectful, humane thing for our community to do.

Sent from my iPhone

Bland, Kimm

From: jhowland@mchsi.com
Sent: Thursday, June 11, 2026 10:58 AM
To: JC Planning
Subject: FW: HCJC Facility

To Whom It May Concern: My name is John Howland and I am the Chairman of the Missions Team at First Christian Church. The Missions Team has been a supporter of HCJC for several years and we believe the acquisition of the property at 107 Adams is serendipitous, and all nine of the Mission Team members are in favor of this solution to a known problem,. Homelessness.

I (we) strongly support the HCJC Resource Center and Shelter at 107 Adams Street.

Bland, Kimm

From: Donna Imhoff <ddjtimhoff@embarqmail.com>
Sent: Thursday, June 11, 2026 11:04 AM
To: JC Planning
Subject: Housing the Jefferson City Community

I'm writing in support of the planned unit development at 107 Adams Street.

Not only have I volunteered with RATI for the past four years, I also work part time on High Street. I see and interact with the unhoused on a regular basis and witness the need for a service such as the one proposed on Adams Street. It seems like the perfect location as so many unhoused hang out on Adams Street already.

Thanks for your time.

Donna Imhoff
Sent from my iPhone

Bland, Kimm

From: Jermarcus Perkins <mr.jermarcusperkins@gmail.com>
Sent: Thursday, June 11, 2026 11:06 AM
To: JC Planning
Subject: 107 Adams Street/JC Room at the Inn

I think placing JC Room at the Inn at 107 Adams Street would be a great addition to the Jefferson City community. I had to use JC Room at the Inn when it was at First Baptist Church this past winter. The homeless population deserves a local near shelter in the area.

Bland, Kimm

From: Joy McSparren <joyelsiemae02@gmail.com>
Sent: Thursday, June 11, 2026 11:08 AM
To: JC Planning
Subject: Room At The Inn Support

My name is Joy McSparren and I support the new location for Room at the Inn on Adams. I volunteer at the current facility and I wish everyone could see for themselves what a blessing this would be for the community and the people who need a bit more support than most residents. It is a great encouragement for unhoused people to get back on track and get their own place and get a better place in life. Please put yourselves in their shoes, some with mental challenges, some overcoming addiction, some with just too much of "life " happening. I

Bland, Kimm

From: Jeanne Schnurr <jeannes319@gmail.com>
Sent: Thursday, June 11, 2026 11:15 AM
To: JC Planning
Subject: JCRATI 107 Adam's

Dear JC planning

I am writing in favor of JCRATI purchasing the property at 107 Adams St., Jefferson City, MO. It will provide a place for the homeless to get the resources they need to get off the street. It will allow the library to act like a library and not a shelter for the greater population Downtown businesses will not have to deal with loitering.

Thank you for considering these issues in your decision.

Jeanne Schnurr

Bland, Kimm

From: Jane Barnes <janebarnes1@gmail.com>
Sent: Thursday, June 11, 2026 11:21 AM
To: JC Planning
Subject: 107 Adams Street Property

I am unable to attend the meeting this evening but wanted to voice support of the HCJC Resource Center and Shelter at 107 Adams Street. This is a much needed resource for our community and that location will serve those who need these resources in a centralized location which will be easily accessible to those who use it.

We know several individuals who are unhoused spend time in this area already, providing this shelter and space will be a win-win for all in Jefferson City!

I look forward to this moving through P&Z and the Council so we can all begin working together to get this up and running for our community!

Thanks,
Jane Barnes

Bland, Kimm

From: Richard Powell <rgregpowell@gmail.com>
Sent: Thursday, June 11, 2026 10:41 AM
To: JC Planning
Subject: HCJC Resource Center and Shelter

To whom it may concern,

I am writing to express my strong support for the HCJC Resource Center and shelter at 107 Adams street. I've volunteered several times at the current JC Room at the Inn and have seen first hand the palpable need for low barrier housing in Jefferson City.

In addition to serving an immediate or temporary need, this center can also serve as a stepping stone to more permanent housing for some of our most vulnerable neighbors.

I strongly encourage the zoning committee to support this project moving forward.

Thank you,

Greg Powell

Bland, Kimm

From: Virginia Brizendine <ohiomo48@gmail.com>
Sent: Thursday, June 11, 2026 11:26 AM
To: JC Planning
Subject: Supportive of Proposal #P26009 Resource Center and Emergency Center

To the Planning & Zoning Commission:

I am writing in support of Proposal #P26009. I have worked with the homeless in Jefferson City for several years. They deserve a place where they can be safe and where resources are available to help them. I have experienced the homeless in the downtown area, in the library, in our churches and on the streets. A place tailored to the needs of the homeless is a much better solution than the piecemeal approach we have now.

I urge the Planning and Zoning Commission to approve this proposal. It is a desperately needed addition to our community.

Sincerely,

Virginia Brizendine
1724 Chelle Lane

Bland, Kimm

From: Dottie Kempker <dotkempker@yahoo.com>
Sent: Thursday, June 11, 2026 11:27 AM
To: JC Planning
Subject: Zoning permission--JCRATI to acquire property at 107 Adams St.

Hello,

I would like to give my support for the purchase of the building at 107 Adams Street to be used as a resource and provide winter shelter for the homeless of Jefferson City.

I am a member of the St. Vincent de Paul Society here in Jefferson City and am well aware of the need as we get numerous calls from people asking for shelter during the winter months. The Room at the Inn has been much needed and appreciated by so many of our less fortunate neighbors.

Please support this effort.

Dottie Kempker

Bland, Kimm

From: Elizabeth Schollmeyer <liz.schollmeyer@icloud.com>
Sent: Thursday, June 11, 2026 11:29 AM
To: JC Planning
Subject: Housing the Community Development - Adams Street

Good Morning,

I am writing in response to the proposal for the permanent homeless shelter and resource center on Adams Street.

My husband, Robert Schollmeyer and I have many concerns around this development.

My husband owns multiple properties in the immediate area. We have invested substantial resources in maintaining and improving those properties. We are very concerned about how the proposal could affect future investment decisions, marketability, and property values.

We would like to see the evidence regarding economic impacts, security measures, operational plans, and compatibility with the City's redevelopment goals. We are requesting that decision-makers carefully evaluate those factors before proceeding and approving this development.

We see how other areas of the country that have developed establishments to help and provide resources to the homeless and have become a very scary and disturbing place to visit.

We already see some impact from the beautiful library establishment downtown that we choose not to visit anymore due to the increase of homeless present. I would hate to see this happen in our small town of Jefferson City. Please reach out to me if you have any questions. I appreciate the consideration of my email. Thanks!

Liz Schollmeyer
573-680-1533

Bland, Kimm

From: Ron Medin <ronmedin@gmail.com>
Sent: Thursday, June 11, 2026 11:50 AM
To: JC Planning
Subject: HCJC Application - 107 Adams
Attachments: letter to editor.docx

Sent from my iPhone

Housing the Community Jefferson City (HCJC), the group that has operated Jefferson City Room at the Inn for the past five years, filed an application with the City of Jefferson last month for a homeless shelter and resource center at 107 Adams Street. It wasn't long before an old friend who is prominent in the business community called me with his concern that the project would hurt the renewed investment on East Capitol Avenue.

I explained that HCJC has looked all over town for the last two years. It ran newspaper ads and held a news conference last summer asking for help in finding a location. There was little response. HCJC continued looking at buildings anywhere from East McCarty to Masonic Court off Truman Boulevard. None fit the bill of being in reasonably good shape, accessible to the downtown area, and congruent with the surrounding neighborhood.

When HCJC found 107 Adams last fall, it fit the bill. It is a solid, 40-year-old office building that can be renovated to accommodate a shelter and resource center. It is close to the downtown area, but removed from it at the same time. Just across the street is First Christian Church which supports HCJC's application. To its north is a behavioral health facility that also raised concerns when it moved into the neighborhood 15 years ago and is supportive of HCJC. Go a little further around the block. You'll find the Dulle Hamilton Towers and the building site where Transformational Housing is building apartments for those unable to afford traditional housing. 107 Adams isn't more than a block away from First Baptist Church where HCJC'S cold weather shelter has operated the past three winters. Up the street is the public library where the homeless people have sought shelter as a last resort.

Like most people in our community, my friend is a good person who wants to do the right thing. He supports the concept of the shelter and the resource center, but not at 107 Adams. HCJC hears that a lot no matter where it goes.

If my friend or anyone else can find another location, HCJC would be willing to listen. But no one has made a concrete suggestion and, frankly, 107 Adams is probably the best place for the shelter and resource center. It won't bring homeless people into the neighborhood. Those folks are already there. 107 Adams will give them an alternative to loitering on sidewalks and benches or trespassing on private property.

Our community needs a place where people without shelter will not be trespassers. If the plans for 107 Adams are not approved, the homeless will still be in that neighborhood. Those looking to invest on East Capitol Avenue will be left to face this challenge on their own.

A now-retired Chamber of Commerce executive once told me that Jefferson City is too small to be big, but too big to be small. This is no time to act small. HCJC is ready and willing to help. Let's give HCJC the chance to make a difference.

Bland, Kimm

From: Adopt with PHP Cat Rescue <adopt@phpcatrescue.org>
Sent: Thursday, June 11, 2026 12:23 PM
To: JC Planning
Subject: 107 Adams Opposition Letter

I am writing an opposition to the request to turn 107 Adams into a homeless shelter. We purchased the house at 213 Jackson Street to help build revenue for our Rescue and make pet-friendly, affordable housing units available to our volunteers and others. During the three years that it sat vacant, the interior was torn up by homeless people breaking in and living there. I realize this happened while it was vacant; however, we still deal with homeless almost on a daily basis at this property. While working to get the house fixed up, our volunteers are constantly approached and feel threatened by homeless people. They come onto our property and watch us through our windows and they urinate on the side of our house. Because of the nature of our business, most of our volunteers are single females, many of retirement age which makes them more vulnerable to fear of harassment and attacks. People just trying to walk from their car into their home don't deserve to be confronted and scared. We can't walk outside for exercise, to the store, or to the library, and we certainly can't walk after dark.

I hope the Commission will consider those of us living in the neighborhood.

Sincerely,
Sheila Martens
People Helping Paws Cat Rescue

Get [Outlook for iOS](#)

Bland, Kimm

From: Ken Satterfield <satterfieldk@mrrl.org>
Sent: Thursday, June 11, 2026 12:51 PM
To: JC Planning
Subject: 6/11 Planning and Zoning Hearing

I am excited that the Board is looking at the HCJC Resource Center and Shelter at 107 Adams Street. in tonight's meeting.

As an employee of the Missouri River Regional Library and also a member of First Baptist Church, I've been exposed to the sentiment that those who are unhoused should be neither seen nor heard. A few years ago we at the library had a good deal of disruptions, especially serving as a cooling and warming center.

What's different now? Certainly some of it has been the library enforcing our code of conduct for all patrons. But I believe more than that, it is the community realizing it is not "a library problem," but "a community issue." We welcome them as we do everyone.

In addition, I take pride in First Baptist Church hosting the JCRATI in the winter months, supported by hundreds of volunteers from throughout the community volunteering time and food. This recommendation will provide shelter year-round, with staff.

Now we have the opportunity for the Resource Center and Shelter, a recommendation birthed out of a task force made up of a spectrum of our leaders who have studied all aspects of this issue. I value their opinions and appreciate their work.

In addition to the "shelter" part of this center's task (needed in a community with overall housing shortages), there is the "resource" part -- helping people who have medical, housing, social, mental help and other needs.

Therefore I urge you to approve the recommendation to approve the zoning changes for this shelter/Resource Center. Thank you for allowing me to comment.

--

Ken Satterfield
Missouri River Regional Library
Circulation Assistant
Library: 573.634.2464
Direct: 573.634.6064 ext 263
Be grateful for all those unsung heroes who bless your day

Bland, Kimm

From: Carter Stephenson <cartertstephenson@hotmail.com>
Sent: Thursday, June 11, 2026 12:56 PM
To: JC Planning
Subject: Support of P26009 PUD

Dear Chair Vaughan and Members of the Planning and Zoning Commission,

I am writing in support of Case No. P26009, the PUD Plan for a Resource Center and Shelter at 107 Adams Street. I serve on the board of Housing the Community - Jefferson City, I want to be upfront about that, but I'm writing because I believe this is the right use for this site and a genuine benefit to our community.

The need is well documented. The Mayor's Task Force on Homelessness, the City's Community Needs Assessment, and the Jefferson City Housing Study have all pointed to the same gap: a centralized daytime access point and expanded low-barrier shelter capacity. HCJC's plan answers that directly.

HCJC is not starting from scratch. Through JCRATI, we have operated a winter emergency shelter for five seasons, most recently out of First Baptist Church, without major incident, even as nightly demand grew from 15 to 20 guests. This proposal brings that proven operation into a permanent, well-suited home and pairs it with daytime services in one coordinated location which helps professionals provide consistent case-management for upward mobility within our community.

The plan also takes neighborhood compatibility seriously. The Operational Commitments and Good Neighbor Policy spell out on-site supervision at all times, monitored and controlled access, defined hours, a no-loitering standard, and a designated community contact for any concerns. The site already sits among compatible uses, and the project works within the existing building and parking.

I respectfully ask the Commission to recommend approval, including the conditions staff have suggested limiting permitted uses and aligning signage and lighting with the C-O district. HCJC is committed to being a good neighbor, and this project will help people in our community while strengthening how those services are delivered.

Thank you for your time and your service.

Sincerely,

Carter Stephenson, MPH

573-353-4585

911 Jason Rd., Jefferson City, Mo, 65109 | Ward 4

Cartertstephenson@hotmail.com

Bland, Kimm

From: Claudia Young <youngc@mrml.org>
Sent: Thursday, June 11, 2026 12:59 PM
To: JC Planning
Subject: Meeting tonight

Though I plan to attend the meeting at 5:15pm this evening and speak, I wanted to send my remarks in advance.

The Library has been serving (alongside the downtown churches) as a de facto shelter/resource center for the Unhoused population since 2021.

This is not part of the library's mission nor are we equipped to serve the unhoused in this capacity. There were no other options in 2021 and the library took on serving this community when there was literally no place for the homeless to go. The Salvation Army does not offer day shelter services and not everyone experiencing homelessness can stay there. We have been strongly criticised for our role in helping the unhoused, but the library did not turn our backs on this population when they needed a place to be. We fulfilled our role as a heating and cooling center and much more.

With the current proposal on the table from Housing the Community Jefferson City, I want you to know that I speak for the staff and Board of Trustees when I say, the library is fully behind the proposal for a resource center and emergency shelter on 107 Adams Street. From firsthand experience and serving on the Mayor's task force, this is exactly what we identified as the main way to combat homelessness---a centralized access point where shelter and important resources can co-exist together. This provides the best possible chance of people finding their way out of homelessness---as we learned from others who spoke with the task force from their own personal experience.

Please vote in favor of this proposal. We are not only helping the unhoused, but we are helping our community be the best version of itself by providing this type of facility.

Sincerely,

Claudia Young
Library Director
Missouri River Regional Library
youngc@mrml.org
Jefferson City, MO. 65101
[573-634-6064 ext. 245](tel:573-634-6064)

Bland, Kimm

From: Dawn Klinger Sweazea <godawn@aol.com>
Sent: Thursday, June 11, 2026 1:59 PM
To: JC Planning
Subject: Support for HCJC and Adams Street

Hello!

I am writing to support city zoning so that HCJC can proceed with expanding a shelter and resource center on Adams Street for the unhoused in our community.

I came upon it by accident, but I have been a long time volunteer for JCRATI. I remember our beginnings at Catholic Charities and then we were so blessed to transition to a location downtown to more easily serve our guests. The fact of the matter is, homeless people are already here. They're already in Downtown, Jefferson City just trying to survive. By offering a space that expands services and is a one stop shop, we have more real possibility to help people get back on their feet, to include more permanent housing options.

People often say, "they just need to get help, they just need to get a job, they just need to do this or that" without having any understanding of what doing those things actually involves. This facility will be a core to that.

Imagine trying to survive in a community where nobody wants to be your neighbor.

Now, even worse... Imagine being that community. Don't let that happen to Jefferson City. Let's not send a message that "community" is only for some; it should be for all.

Thank you,
Dawn Sweazea

[Sent from the all new AOL app for iOS](#)

Bland, Kimm

From: Dan&Julie Wieberg <dan.julie.wieberg@gmail.com>
Sent: Thursday, June 11, 2026 2:13 PM
To: JC Planning
Subject: HCJC Resource Ctr. & Shelter

My thoughts are in support of the above location at 107 Adams Street.

I am more of the "behind the scene" as a donater of needed items and a breakfast provider, simply because of my age. Supporting individuals who I do not know, nor know WHY they are in a circumstance of homelessness, is not for me to judge. A solution though to this situation is needed in our community!

Thank you for affording individuals to voice their support.
Juliana Wieberg

Communication #1

-----Original Message-----

From: Carolyn Saucier <casaucier74@gmail.com>

Sent: Thursday, June 11, 2026 10:30 PM

To: JC Planning <JCPlanning@jeffersoncitymo.gov>

Subject: 107 Adams

Sent from my iPhone

This is such important work for the unhoused in our community. Please consider the call of Jesus to take care of the homeless. We are so close to finally making this happen in Jefferson City. It is such a generous and compassionate thing to do — reach out to the poor as our brothers and sisters in our community. In gratitude and hope, Carolyn saucier (HCJC board member)

CITY COUNCIL “PRE-MEETING” WORK SESSION, JULY 20, 2026

CALL TO ORDER

Mayor Ron Fitzwater called the July 20, 2026 City Council “Pre-Meeting” to order at 5:51 P.M. in the Council Chambers at City Hall.

ATTENDANCE

The following Councilmembers were present when the meeting convened:

Present: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel

Absent: Young*

**Councilmember Young joined the meeting virtually at 5:54 P.M.*

DISCUSSION OF AGENDA ITEMS

Councilmember Hoselton will lead the prayer.

Consent Agenda

- There were no questions at this time.

Miscellaneous

- Sean Driscoll, Transit employee will be recognized for retiring with 30 years of service to the City.

Presentations from Staff, Consultants & Invited Guests

- Mayor will present a proclamation to the 2026 Helias Girls State Track Champions.
- Shelby Convery, Interim Finance Director will present the monthly financial update.

Consent Agenda

- There were no questions at this time.

Bills Introduced

- Staff has requested a suspension of the rules on bills 2026-016, 2026-019, and 2026-020.

Bills Pending

- There were no questions at this time.

CITY COUNCIL “PRE-MEETING” WORK SESSION, JULY 20, 2026

Resolutions

- There were no questions at this time.

New Business

- Three applicants have submitted letters of interest for the Ward 3 vacancy. City Council will make nominations at this time.

ADJOURNMENT

The meeting was adjourned at 5:58 P.M.

REGULAR COUNCIL MEETING, JULY 20, 2026

CALL TO ORDER

Mayor Ron Fitzwater called the July 20, 2026 City Council meeting to order at 6:01 P.M. in the Council Chambers at City Hall.

ROLL CALL

The following Councilmembers were present for roll-call:

Present: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young*

Absent: None

**Participated virtually.*

ADOPTION OF THE AGENDA

MOTION: Councilmember Kampeter motioned, and Councilmember Lester seconded the motion to adopt the agenda. The motion passed unanimously.

MISCELLANEOUS AGENDA ITEMS

Mayor Fitzwater, Public Works Director Kyle Bruemmer and Transit Manager Gerry Stegeman presented Sean Driscoll with a Key to the City. Mr. Driscoll, Transit employee, recently retired from the City with 30 years of service.

OPPORTUNITY FOR PUBLIC COMMENT

1. Susan Cook introduced herself and her qualifications as one of the interested parties for the Ward 3 City Council vacancy.
2. Michael Dunn spoke in favor of bill 2026-018 related to the proposed PUD plan for 107 Adams St.
3. Chad Eggen introduced his son Luke Eggen, who was attending the City Council meeting as a requirement toward his Eagle Scout.

PUBLIC HEARINGS

There were no public hearings at this time.

APPOINTMENTS BY THE MAYOR

MOTION: Councilmember Hoselton motioned, and Councilmember Ahlers seconded the motion to approve the following appointments. The motion passed unanimously.

Board or Commission	Recommended Appointment	New Term Expires	Term Full/Partial
Transportation & Traffic Commission	Dr. Gary Kowaluk	7/20/2029	FULL

REGULAR COUNCIL MEETING, JULY 20, 2026

Board or Commission (continued)	Recommended Appointment	New Term Expires	Term Full/Partial
Transportation & Traffic Commission	Stephen Waters	7/20/2029	FULL
Parks & Recreation Commission	Jason Turner	7/20/2029	FULL
Cemetery Resources Board	Gary Elliot*	6/01/2029	FULL

**Reappointment*

PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS

- a. Mayor presented a proclamation to the Class 5, 2026 Helias Girls State Track Champions.
- b. Shelby Convery, Interim Director of Finance and I.T. presented the financial update.

ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF

City Council Committee Announcements

- Committee on Administration – The next meeting is August 5th, 4:00 P.M. in the Boone Bancroft Room at City Hall.
- Finance Committee – The next meeting is July 22nd, 4:00 P.M. in the Boone Bancroft Room at City Hall.
- Public Safety Committee – The next meeting is August 27th, 3:30 P.M. in the Boone Bancroft Room at City Hall.
- Public Works & Planning Committee – The next meeting is August 13th, 7:30 A.M. in Council Chambers at City Hall.

Other Announcements

- Aaron Greffrath, JC Parks Director announced Parks & Recreation Month, along with JC Parks events planned throughout the month.

CONSENT AGENDA

- a. Minutes of City Council Meetings: June 15, 2026 and July 6, 2026 Special Session
- b. Authorizing an Omnia Contract with Play & Park Structures for Purchase of Bleachers
- c. Authorizing a Contract with Mission Critical for the 911 Feasibility Study
- d. Authorizing TIPS Cooperative Agreement for a Design/Build Project with Navigate

MOTION: Councilmember Hoselton motioned, and Councilmember Kampeter seconded the motion to approve the above items on the consent agenda. The motion passed unanimously.

BILLS INTRODUCED

REGULAR COUNCIL MEETING, JULY 20, 2026

2026-016 sponsored by Councilmember Hoselton

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE PARKS BUDGET OF THE CITY OF JEFFERSON, MISSOURI.

Aaron Grefrath, Director of Parks & Recreation Department, presented the bill.

Councilmember Hoselton requested to suspend the rules and take up bill 2026-016 for third reading and final passage. There was no objection.

Bill 2026-016 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16610**.

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

2026-017 sponsored by Councilmember Kampeter

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 22 (PARKING, STOPPING, AND STANDING), AND CHAPTER 1 (GENERAL PROVISION) PERTAINING TO PARKING TIME AND FEES.

2026-018 sponsored by Councilmember Hoselton

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, APPROVING A PUD PLAN FOR PROPERTY ADDRESSED AS 107 ADAMS STREET.

2026-019 sponsored by Councilmember Kampeter

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A \$5,463,343.20 AGREEMENT WITH BROWN AND ROOT INDUSTRIAL SERVICES, LLC. FOR THE WESTVIEW SUBDIVISION SANITARY SEWER WESTVIEW PUMP STATION IMPROVEMENTS PROJECT.

Kyle Bruemmer, Director of Public Works presented the bill.

Councilmember Kampeter requested to suspend the rules and take up bill 2026-019 for third reading and final passage. There was no objection.

Bill 2026-019 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16611**.

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel
Nay: None
Abstain: Young's virtual connection was interrupted.

2026-020 sponsored by Councilmember Kampeter

REGULAR COUNCIL MEETING, JULY 20, 2026

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A \$2,895,979.75 AGREEMENT WITH CIP UTILITIES, LLC FOR THE WESTVIEW SUBDIVISION SANITARY SEWER FORCE MAIN PHASE II IMPROVEMENTS PROJECT.

Kyle Bruemmer, Director of Public Works presented the bill.

Councilmember Kampeter requested to suspend the rules and take up bill 2026-020 for third reading and final passage. There was no objection.

Bill 2026-020 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16612**.

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel

Nay: None

Abstain: Young's virtual connection was interrupted.

BILLS PENDING

2026-012 sponsored by Councilmember Allen

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE H (YIELD SIGNS) BY THE ADDITION OF NOTTING HILL AND CATHEDRAL ROCK AT PORTOBELLO PLACE DRIVE AND SCHEDULE F (THROUGH ROADWAYS) BY THE ADDITION OF CREEK TRAIL DRIVE AND STADIUM BOULEVARD.

Bill 2026-012 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16613**.

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young

Nay: None

2026-013 sponsored by Councilmember Allen

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE J (PARKING PROHIBITED) BY THE ADDITION OF THE SOUTH SIDE OF THE 300 BLOCK OF EAST FILLMORE STREET.

Bill 2026-013 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16614**.

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel

Nay: None

Abstain: Young's virtual connection was interrupted.

INFORMAL CALENDAR

REGULAR COUNCIL MEETING, JULY 20, 2026

There were no items on the informal calendar at this time.

RESOLUTIONS

RS2026-14 sponsored by Councilmember Kampeter

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON TO ACCEPT THE 5307 TRANSIT OPERATING ASSISTANCE GRANT

Kyle Bruemmer, Director of Public Works presented the resolution.

Councilmember Kampeter motioned, and Councilmember Job seconded the motion to adopt RS2026-14. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-15 sponsored by Councilmember Kampeter

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT AN AIRSHOW AGREEMENT WITH SHOW ME STATE AIR SHOW, INC.

Kyle Bruemmer, Director of Public Works presented the resolution.

Councilmember Kampeter motioned, and Councilmember Allen seconded the motion to adopt RS2026-15. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-16 sponsored by Councilmember Ahlers

A RESOLUTION OF THE CITY OF JEFFERSON AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN ARGEEMENT WITH PAYPOINT HR TO COMPLETE A POSITION CLASSIFICATION AND COMPENSATION STUDY

Paul Buckley, Director of Human Resources presented the resolution.

Councilmember Ahlers motioned, and Councilmember Holt seconded the motion to adopt RS2026-16. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-17 sponsored by Councilmember Kampeter

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI ADOPTING THE CDBG 2026 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

REGULAR COUNCIL MEETING, JULY 20, 2026

David Helmick, Director of Planning & Protective Services presented the resolution.

Councilmember Kampeter motioned, and Councilmember Lester seconded the motion to adopt RS2026-17. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-18 sponsored by Councilmember Leuckel

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON, MISSOURI, TO EXECUTE A PRELIMINARY FUNDING AGREEMENT IN CONNECTION WITH A PROPOSED DEVELOPMENT PROJECT

Luke Holtschneider, JCREP, presented the resolution.

Councilmember Leuckel motioned, and Councilmember Allen seconded the motion to adopt RS2026-18. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-19 sponsored by Councilmember Ahlers

A RESOLUTION APPROVING AN AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF JEFFERSON, THE CAPITAL CITY CORPORATION FOR GROWTH AND GARFIELD PUBLIC/PRIVATE LLC

Paul Samson, JCREP, and Mark Bullard, Garfield Public/Private presented the resolution.

Councilmember Ahlers motioned, and Councilmember Lester seconded the motion to adopt RS2026-19. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

RS2026-20 sponsored by Councilmember Ahlers

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE DESIGN- BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN/BUILDER WITH MCCOWNGORDON

Paul Samson, JCREP, and Mark Bullard, Garfield Public/Private presented the resolution.

REGULAR COUNCIL MEETING, JULY 20, 2026

Councilmember Ahlers motioned, and Councilmember Allen seconded the motion to adopt RS2026-20. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

APPROVE JUNE 15, 2026 CLOSED SESSION MINUTES

MOTION: Councilmember Ahlers motioned, and Councilmember Hoselton seconded the motion to approve the June 15, 2026 closed session minutes. The motion passed by the following roll-call vote:

Aye: Ahlers, Allen, Holt, Hoselton, Job, Kampeter, Lester, Leuckel, Young
Nay: None

NEW BUSINESS

Nominations were made to fill the Ward 3 Councilmember vacancy.

Councilmember Hoselton nominated, and Councilmember Leuckel seconded the nomination of **Hal Dulle**.

Councilmember Young nominated, and Councilmember Lester seconded the nomination of **Susan Cook**.

Mr. Dulle and Ms. Cook will join a public question and answer session during the next City Council meeting on August 3rd. The City Council will vote on the appointment at the August 17th meeting.

UNFINISHED BUSINESS

There was no unfinished business at this time.

ADJOURN

MOTION: Councilmember Young motioned, and Councilmember Ahlers seconded the motion to adjourn the meeting. The motion passed unanimously at 7:35 P.M.

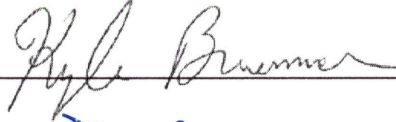
CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item B

SUBJECT: Authorizing a \$113,589.04 Cooperative Procurement Contract with Sweetens Sealing Services for Crack and Joint Sealing Street Services

DATE CONSIDERED: August 3, 2026

DEPARTMENT DIRECTOR(S):



CITY ADMINISTRATOR:



The City has the opportunity to utilize a cooperative purchasing contract through the City of Mexico, Missouri to hire Sweetens Sealing Services to perform 13.5 miles of crack sealing on select asphalt and concrete roadways through the city.

The selected streets (see attached exhibit #1) were overlayed in 2023 and selected from qualifying concrete streets. These streets are in ideal condition for crack sealing. Crack sealing should be done to pavements in good structural condition that are beginning to show cracking. Studies have shown that crack sealing will extend the Median Time to Failure (MTTF) by about 5 years for Fair Condition pavements versus the "do nothing" option. An additional gutter only area was selected on Jefferson St. to evaluate gutter only application effect on extending the life of the street & gutter. Public Works is doing all it can to extend the life of these pavements to decrease the future funding needs for maintaining the City's streets.

Sweetens Sealing Services' proposal is for \$113,589.04 to complete the referenced work. Public Works plans to use sales tax H funds (46-990-577031) to perform this work.

Exhibit #1 - Creak Seal

Location			Overlay Year	Street Surface Type	Include Gutters
Roadway	From	To			
Adams St	Dunklin St	Stadium	2023	BP-1	No
Binder Dr.	Oakview Dr.	Livingston St.	2023	BP-1	No
Hillsdale Dr.	Oakview Dr.	Binder Dr.	2023	BP-1	No
Marilynn Dr.	Binder Dr.	Forest Hill Ave.	2023	BP-1	No
Oakview Dr.	Binder Dr.	Marilyn St.	2023	BP-1	No
Schumate Chapel Rd.	Dunklin St	City Limits	2023	BP-1	No
Bassman Rd.	Westwood Dr.	Southwest Blvd.	2023	BP-1	No
Crestmere Ct.	Westwood Dr.	Parkway Rd. N.	2023	BP-1	No
Glenwood Dr.	Crestmere Ct.	Southwest Blvd.	2023	BP-1	No
Oak Leaf Dr.	Jefferson St.	Red Oak Dr.	2023	BP-1	No
Overlook Dr.	Route C	Cedar Hill Rd	2023	BP-1	No
Parkway Rd. E.	Parkway Rd. N.	Glenwood Dr.	2023	BP-1	No
Parkway Rd. N.	Crestmere Ct.	Parkway Rd. E.	2023	BP-1	No
Red Oak Dr.	Southridge Dr.	Oak Leaf Dr.	2023	BP-1	No
Sun Meadow Ln.	Overlook Dr. South End	Overlook Dr. North End	2023	BP-1	No
Swifts Hwy.	Edgewood Dr.	Southwest Blvd.	2023	BP-1	No
Turnberry Dr.	Country Club	Section 2; 626 Turnberry	2023	BP-1	No
Westwood Dr.	Woodcliff Dr.	Southwest Blvd.	2023	BP-1	No
Windsor St.	Westwood Dr.	Tower Dr.	2023	BP-1	No
Carousel Dr.	Tanner Bridge Rd	Merlin Dr.	2023	BP-1	No
Cimarron Dr.	Tanner Bridge Rd	Merlin Dr.	2023	BP-1	No
Brookgreen Dr.	Cimarron Dr.	End	2023	BP-1	No
Ellis Blvd	Greenberry Rd.	Tanner Bridge Rd (Roundabout)	2023	BP-1	No
Idlewood Rd	Idlewood Ct	Meadowlark Ln	2023	BP-1	No
Jackson St	Stadium Blvd	Franklin St.	2023	BP-1	No
Bluebird Ln			2023	BP-1	No
Flamingo Rd			2023	BP-1	No
Meadowlark Ln			2023	BP-1	No
Starling Dr.			2023	BP-1	No
Jennifer			-	Conc.	Yes
Whitney Woods			-	Conc.	Yes
Dover St.			-	Conc.	Yes
Winchester Ct.			-	Conc.	Yes
Victoria Ct.			-	Conc.	Yes
Woodridge Dr.			-	Conc.	Yes
Scenic Dr.			-	Conc.	Yes
Ann Court			-	Conc.	Yes
Joe Lane			-	Conc.	Yes
Sardonyx			-	Conc.	Yes
Hyde Park			-	Conc.	Yes
Stadium	Edgewood Dr.	Satinwood	-	Conc.	Yes
Gutters Only Jefferson St.	Hwy 54	Atchison St.	2025	BP-1	Yes
					Totals

Proposal



Phone: 636-887-2332

Fax:

Proposal: L2506301

Date:

To:	Project:
City of Jefferson City Attn: Project Manager 320 E McCarty St Jefferson City, MO 65101	Jefferson City Crackseal 2026

Salesperson		
Lucas Ellis		

Scope of Work

- Clean Joints with compressed air or heat lance where required
- Seal Cracks with Crafcro Roadsaver 221
- Detack Sealant to prevent tracking
- Please note:
- This project is bid at prevailing wage.
- Area's over 2" wide will not be sealed.
- In Alligatored/Spalling areas only straight-line major cracking will receive sealant, along with perimeter seal.
- This proposal is only valid for the supplied streets. Each street is in different condition so removing certain streets and adding other streets will result in unit cost changing.
- Asphalt to concrete seam will be sealed. 2.5' concrete transverse joints in curb will not be sealed.

NOTES:

This proposal shall automatically expire if not accepted in writing within 30 days after the date hereof.
For unpaid balances over 30 days, we will charge 1-1/2% interest monthly until payment is received for unpaid balances.

DISCLAIMER - No liability shall accrue against Sweetens Sealing Services, LLC by reason of delays caused by labor difficulties, fires, accidents, delays of carriers or for any cause beyond Sweetens Sealing Services, LLC's control. We carry workmen's compensation and general liability insurance.

Exclusions

GENERAL EXCLUSIONS - Winter concrete/protection, summer cooling, unsuitable soils, premium time, testing of any kind, samples, special coatings or finishes, surface sealing, hydro-curing, control layout, traffic control, flagmen, barricades, truck washouts, repair to damage unmarked underground utilities, cleaning of streets, temporary utilities, toilets, performance bond, permits of any kind, demolition, backfill, landscape restoration, or seed and straw.

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01	Crackseal Residential Streets	50,644.0000	LF	1.5000	75,966.00
02	Crackseal Collector and Arterial Streets	20,672.0000	LF	1.8200	37,623.04

Sweetens Sealing Services, LLC
450 E 1st St S
Wright City, MO 63390

Proposal



Phone: 636-887-2332

Fax:

Proposal: L2506301

Date:

To:	Project:
City of Jefferson City Attn: Project Manager 320 E McCarty St Jefferson City, MO 65101	Jefferson City Crackseal 2026

Salesperson		
Lucas Ellis		

Proposal Total:	113,589.04
------------------------	-------------------

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Cooperative Procurement – City of Mexico for Crackseal
Public Works – Street Division – Opened March 1, 2024 by City of Mexico

RECOMMENDATION:

Staff recommends utilizing Sweetens Sealing Services, LLC from Wright City, Missouri to clean joints with compressed air or heat lance where required, seal cracks with Crafcro Roadsaver 211, and detack sealant to prevent tracking. These services were competitively bid and advertised by the City of Mexico in March of 2024. Sweetens Sealing Services, LLC was the low bid. Mexico's bid specifications included cooperative procurement language to allow any municipality or county within the State of Missouri to use the contract under the same terms. The City of Jefferson plans to utilize 27,170 linear feet of Cracksealing on Streets for \$1.5600 per linear foot with total cost of \$42,385.20.00.

BIDDER:

Sweetens Sealing Services, LLC, Wright City, MO

Total Bid
\$1.56/LF Residential

FISCAL NOTE:

Account Number	Description	FY 2026 Budget	Expended or Encumbered Amount	Bid Amount	Balance
46 -990- 577031	Street Resurfacing	\$2,017,409.84	\$1,135,862.50	\$42,385.20	\$839,162.14

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: Megan Stephenson
Purchasing Agent 07/28/2026

		Sweetens Concrete Services		Parking Lot Maintenance,		SupersealingUSA LLC		Vance Brothers, Inc.	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Unit Price Bid									
1 - Joint & Crack Seal - Residential - CL. FT.	11,672.00	\$0.75	\$8,754.00	\$3.50	\$40,852.00	\$4.81	\$56,142.32	\$11.25	\$131,310.00
Alternate									
Add Alt A - Fairground (Arterial) - CL. FT.	2,642.00	\$0.96	\$2,536.32	\$6.25	\$16,512.50	\$4.81	\$12,708.02	\$11.25	\$29,722.50
Add Alt B - Jefferson (Arterial) - CL. FT.	2,634.00	\$0.96	\$2,528.64	\$6.25	\$16,462.50	\$4.81	\$12,669.54	\$11.25	\$29,632.50
3 Items	Totals		\$8,754.00		\$40,852.00		\$56,142.32		\$131,310.00
			\$13,818.96		\$73,827.00		\$81,519.88		\$190,665.00

AFFIDAVIT OF PUBLICATION

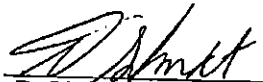
Date: 2/7/2024

STATE OF MISSOURI)
 ss,
COUNTY OF AUDRAIN)

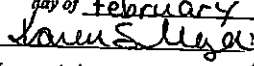
I, Tim Schmidt, being duly sworn according to the law, state that I am the Publisher of The Mexico Ledger, a weekly newspaper of general circulation in the County of Audrain, City of Mexico, State of Missouri; which newspaper has been admitted to the Post Office as periodical class matter in the City of Mexico, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper in the following consecutive issues:

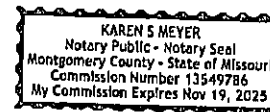
1st Insertion dated: DATE: February 7, 2024
2nd Insertion dated: DATE:
3rd Insertion dated: DATE:
4th Insertion dated: DATE:

Publishers Fee: \$160.00



Tim Schmidt, Publisher/Owner

Subscribed and sworn to before me on 7
day of February, 2024.
 Notary Public
My commission expires 11/19/25



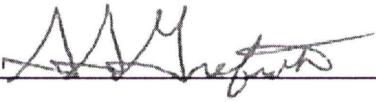
BILL SUMMARY

BILL NO: 2026-021

SPONSOR: Councilmember Hoselton

SUBJECT: Authorizing a Utility Easement with Missouri-American Water Company for a Water Main Project in Washington Park

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve

Summary: This bill would authorize a utility easement agreement with Missouri- American Water Company for a water main project from Montana Street to Myrtle Avenue in the Washington Park area.

Origin of Request: Parks and Recreation Dept.

Department Responsible: Parks and Recreation Dept.

Person Responsible: Aaron Grefrath

Background Information: The proposed utility easement will grant Missouri-American Water Company the right to construct, operate, maintain, repair, and replace the water main within the designated easement area. The project is not expected to have any significant long-term impacts on park operations, and all disturbed areas will be restored upon completion of the work.

Fiscal Information: The City will receive a payment of \$1.00 from Missouri-American Water Company as consideration for the easement acquisition.

BILL NO. 2026-021

SPONSORED BY Councilmember Hoselton

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MISSOURI-AMERICAN WATER FOR A UTILITY EASEMENT IN WASHINGTON PARK.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute an agreement with Missouri-American Water Company for a utility easement for a water main project in Washington Park.

Section 2. The agreement shall be substantially the same in form and content as the agreement attached hereto as Exhibit A.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

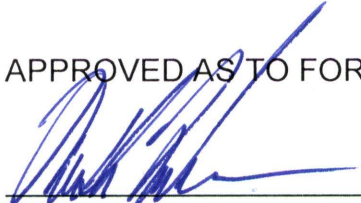
Presiding Officer

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

EASEMENT FOR WATER PIPE

KNOW ALL MEN BY THESE PRESENTS, on this ____ day of _____, 20 __, that the undersigned **City of Jefferson, 320 East McCarty Street, Jefferson City, Missouri**, a municipal corporation, ("Grantor"), owner of a tract of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 12, Township 44 North, Range 12 West, City of Jefferson City, Cole County, Missouri, having acquired title to said tract of land by deed recorded in Deed Book **69**, Page **32** of the Cole County Records, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations do by these presents grant, sell, convey, and confirm, unto Grantee, its successors and assigns, the right and easement to lay, repair, replace, and forever maintain its water pipes, hydrants, valves, and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured ///// on the attached "**Easement Plat**," marked **Exhibit A**, which is initialed by the undersigned and made a part hereof, together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during the period of construction and maintenance, including the ability and right of ingress and egress. Grantee shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions of which, in Grantees' judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of water pipes and appurtenant facilities.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the easement area and shall not add or remove any fill or ground cover in the easement area without the prior written approval of Grantee.

Grantor shall warrant and will defend the title to said easement during its existence with the Grantee for its use and benefit against all parties whomsoever.

This easement is accepted by Grantee with the understanding and on the condition that whenever it shall make any excavations in the above described property Grantee shall restore the ground as nearly as practicable to its former condition.

IT WITNESS WHEREOF, this instrument has been executed on this _____ day of _____, 20__.

CITY OF JEFFERSON, MISSOURI

BY _____,
_____, Mayor

ATTEST:

City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF COLE)

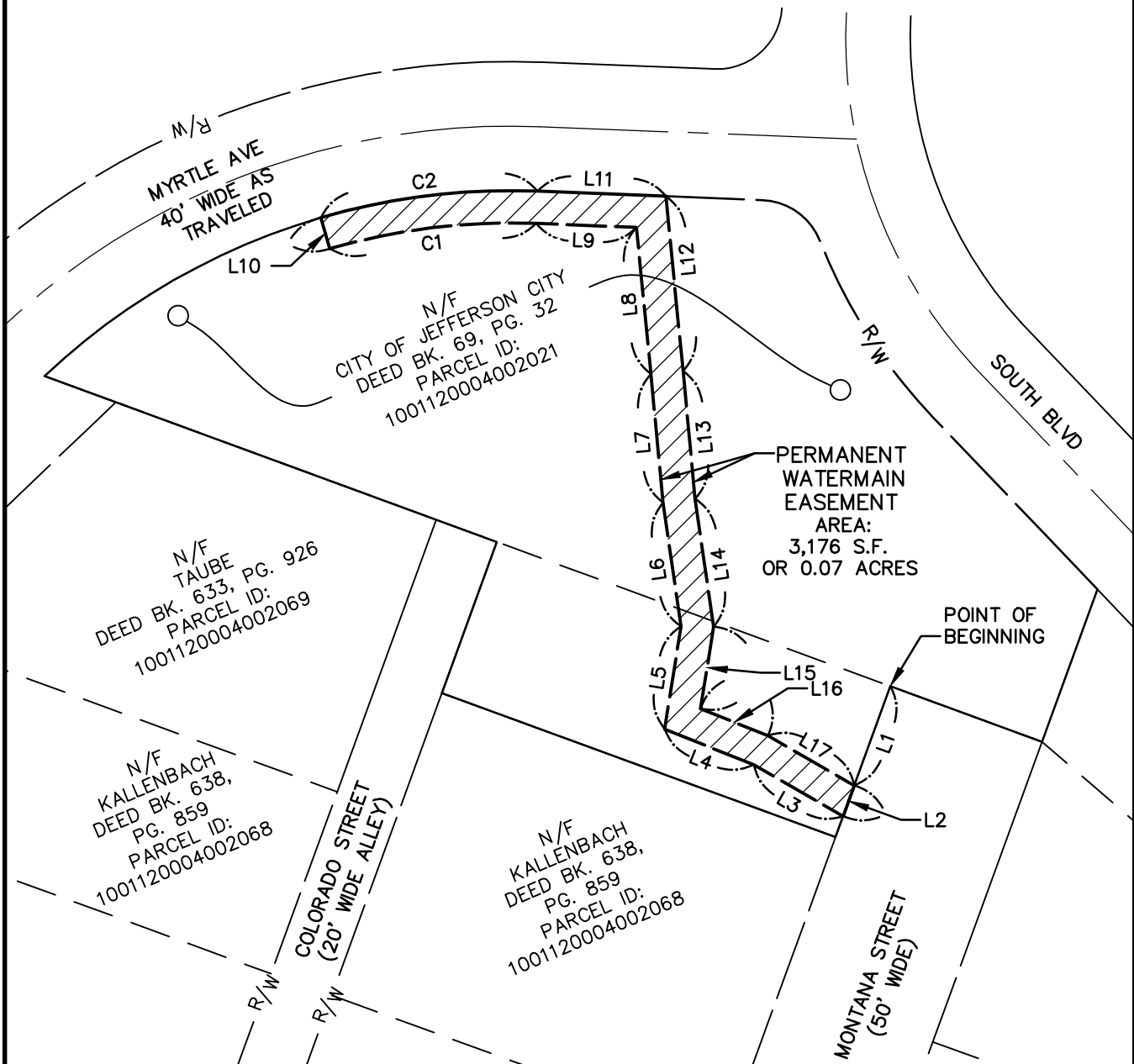
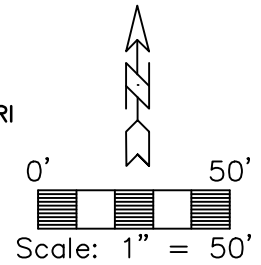
On this _____ day of _____, 20__, before me appeared _____ to me known, who, being by me duly sworn did say that he/she is the Mayor of the City of Jefferson, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City of Jefferson, Missouri and that said instrument was signed and sealed in behalf of the City of Jefferson, Missouri by authority of Ordinance No. _____ passed _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: _____

Notary Public

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 12, TOWNSHIP 44 NORTH,
RANGE 12 WEST, CITY OF JEFFERSON CITY, COLE COUNTY, MISSOURI





530a E. Independence Dr.
Union, Missouri 63084

636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochrangen.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DWG. BY D.K.G.	DATE 1-5-2026	PROJ. NO. 25-10438
--------------------------	-------------------------	------------------------------

EXHIBIT "A.2"

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 12, TOWNSHIP 44 NORTH,
RANGE 12 WEST, CITY OF JEFFERSON CITY, COLE COUNTY, MISSOURI

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S19°58'20"W	32.74'
L2	S19°58'20"W	10.16'
L3	N59°57'06"W	31.98'
L4	N68°16'27"W	29.72'
L5	N09°01'37"E	32.26'
L6	N08°15'39"W	38.72'
L7	N05°20'59"W	40.06'
L8	N05°37'31"W	45.67'
L9	N87°44'11"W	31.14'
L10	N16°14'56"W	10.00'
L11	S87°44'11"E	39.85'
L12	S05°37'31"E	54.41'
L13	S05°20'59"E	39.83'
L14	S08°15'39"E	39.98'
L15	S09°01'37"W	25.79'
L16	S68°16'27"E	22.45'
L17	S59°57'06"E	30.93'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	64.62'	200.00'	S83°00'27"W	64.34'
C2	67.85'	210.00'	N83°00'27"E	67.56'



530a E. Independence Dr.
Union, Missouri 63084

636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochroneng.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DWN. BY
D.K.G.

DATE
1-5-2026

PROJ. NO.
25-10438

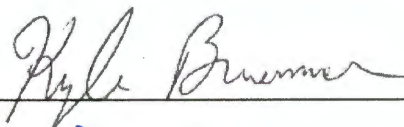
BILL SUMMARY

BILL NO: 2026-022

SPONSOR: Councilmember Kampeter

SUBJECT: Amending Schedule G - Stop Intersections, Section (b) – Other Specified Intersections of the City Code by the Removal of Monroe Street at Woodlawn Ave

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: When approved, this bill will amend the City Code by the removal of Monroe Street at Woodlawn Avenue as a stop-controlled intersection.

Origin of Request: City Staff

Department Responsible: Public Works

Person Responsible: Kyle Bruemmer, P.E., David Bange, P.E.

Background Information: Prior to the expansion of what was then Capitol Region Medical Center in the mid-2010s, the intersection of Monroe Street and Woodlawn Avenue was a four-leg intersection controlled by stop signs on both legs of Woodlawn and a stop sign on southbound Monroe Street. Northbound Monroe Street did not have a stop sign. With the development of the doctor's building and the construction of a parking structure that took the place of the western leg of Woodlawn Avenue in the later part of the 2010s, a stop sign was added to the northbound leg of Monroe Street making it a four-way stop intersection. In the early 2020's the parking structure was converted to a surgery center, and the intersection was reduced to a tee intersection with stop control on each leg. The removal of the stop signs on Monroe Street was discussed at the Transportation and Traffic Commission in February of 2024 where the removal was recommended but was discussed again in May of that year and the recommendation was withdrawn. The removal of the these stop signs was discussed at the July 2026 Public Works and Planning Committee meeting where their removal was recommended.

Fiscal Information:

The cost to update the City Code and remove the two stop signs is estimated to be less than \$300.

BILL NO. 2026-022

SPONSORED BY Councilmember Kampeter

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE G - STOP INTERSECTIONS, SECTION B - OTHER SPECIFIED INTERSECTIONS, OF THE CODE OF THE CITY OF JEFFERSON, MISSOURI, BY THE REMOVAL OF MONROE STREET AT WOODLAWN AVENUE.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Schedule G (Stop Intersections) Sec. b (Other specified intersections) is amended as follows:

~~Monroe Street: before entering Woodlawn Ave.~~

Passed: _____

Approved: _____

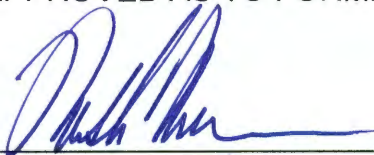
Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

BILL SUMMARY

BILL NO: 2026-023

SPONSOR: Councilman Leuckel

SUBJECT: Establishing Rate of Taxation for Property Tax for Calendar Year 2026

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): _____

CITY ADMINISTRATOR: _____

Staff Recommendation: Approve at proposed rates.

Summary: Establishes the property tax rates for the below two City funds for calendar year 2027.

Origin of Request: Finance Department

Department Responsible: Finance Department

Person Responsible: Interim Director of Finance and ITS, Shelby Convery

Background Information: State statute requires that cities establish their property tax rates on an annual basis. These rates are computed based upon changes in the assessed valuation. The initial information is prepared by the County, and the calculations are verified by the Missouri State Auditor's Office. The proposed 2026-2027 budget has been prepared based on the property tax rate for general fund at 0.4582 and the Firemen's Retirement rate at 0.0957.

	Proposed Tax Rate	Current Tax Rate	Proposed Tax Rate Ceiling
General Fund	\$0.4582	\$0.4582	\$0.4582
Firemen's Retirement	\$0.0957	\$0.0957	\$0.0957
Total	\$0.5539	\$0.5539	\$0.5539

Fiscal Information: The attached exhibit compares figures for assessed valuation, and the projected tax revenue to be received for each proposed rate for the 2025-2026 and 2026-2027 budgets.

BILL NO. 2026-023

SPONSORED BY Councilmember Leuckel

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, PROVIDING FOR THE LEVY OF CITY TAXES AND ESTABLISHING THE RATE OF TAXATION FOR THE CITY OF JEFFERSON, MISSOURI FOR THE CALENDAR YEAR 2026.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. There is hereby levied and assessed the following rate on all Real Estate and Personal Property, and other tangible property within the limits of the City of Jefferson, Missouri, not exempt from taxation by the Constitution or the laws of the State of Missouri, as shown by the assessment book of the City of Jefferson, Missouri for the year 2026.

FIRST: For the purpose of paying all current expenses of the City of Jefferson, Missouri, for the fiscal year, the sum of \$0.4582 on the one hundred dollar valuation.

SECOND: For the purpose of creating and maintaining a Firemen's Retirement System for the Firemen of the City of Jefferson, Missouri, the sum of \$0.0957 on the one hundred dollar valuation.

Section 2. It shall be the duty of the Finance Director to assure that the County Clerk has caused to be extended to the appropriate columns opposite each item of taxable property in the assessment books, as returned by the Assessor of the County of Cole, Missouri, and corrected by the Board of Equalization, the amount of taxes to be paid by each person as provided by Section 1 of this Ordinance. This shall be done in accordance with the provisions of the contract previously entered into between the City of Jefferson and the County of Cole and the County of Callaway.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

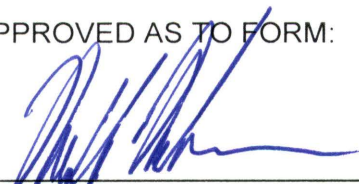
Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

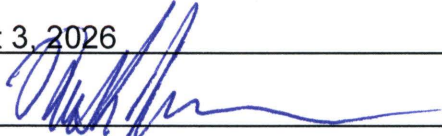
BILL SUMMARY

BILL NO: 2026-024

SPONSOR: Councilman Allen

SUBJECT: Public Safety Sales Tax Ballot Measure

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Summary: Authorizes a $\frac{1}{4}$ cent sales tax for public safety.

Origin of Request: Fire and Police

Department Responsible: Law

Person Responsible: Nathan Nickolaus, City Attorney

Background Information: This measure would put before the voters a measure to add a $\frac{1}{4}$ cent general sales tax, the proceeds of which would be limited to public safety needs.

Fiscal Information: \$3,625,000.

BILL NO. 2026-024

SPONSORED BY Councilmember Allen

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING A PROPOSAL FOR A PUBLIC SAFETY SALES TAX AT THE RATE OF ONE-QUARTER ($\frac{1}{4}$) OF ONE PERCENT, THE COLLECTION AND USE THEREOF, AND PROVIDING FOR THE SUBMISSION OF THIS ORDINANCE TO THE QUALIFIED VOTERS OF SAID CITY FOR THEIR APPROVAL AT THE ELECTION TO BE HELD ON NOVEMBER 3, 2026.

WHEREAS, under the provisions of §§ 94.900-94.903 RSMo. and its home rule powers set forth in Art. VI, §19 of the Missouri Constitution, the City of Jefferson is authorized to propose, by ordinance, a sales tax for the purpose of improving the public safety of the city; and

WHEREAS, under the provisions of § 94.500 et seq. RSMo. and its home rule powers set forth in Art. VI, §19 of the Missouri Constitution, the City of Jefferson is authorized to propose, by ordinance, a general sales tax for the benefit of the City, including for the purpose of improving public safety; and

WHEREAS, the City of Jefferson desires to avail itself of such authorities.

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. A one-quarter ($\frac{1}{4}$) of one percent local sales tax is hereby imposed upon all retail sales made in the City of Jefferson which are subject to taxation under the provisions of §§ 144.010 to 144.525 RSMo. and the rules and regulations of the Director of Revenue issued pursuant thereto. Said local sales tax shall be used for the purpose of improving public safety and shall be in addition to any and all other sales taxes allowed by law.

Section 2. This ordinance shall be submitted to the qualified voters of the City of Jefferson, Missouri for their approval at the Election to be held on the third day of November 2026, at the places designated by the County Clerk for said Election and the ballot shall be in substantially the following form:

Proposition _____

Shall the City of Jefferson impose a citywide sales tax of one-quarter ($\frac{1}{4}$) of one percent for the purpose of improving the public safety of the City?

☐ YES ☐ NO

If you are in favor of the question, place an "X" in the box opposite "YES".

If you are opposed to the question, place an "X" in the box opposite "NO".

Section 3. The Mayor and City Clerk shall prepare and execute the form of the Notice of said Election and shall transmit the same to the Election Authority for the City of Jefferson, Missouri, and request said election to be conducted by law.

Section 4. If a majority of the qualified voters voting at said election shall vote in favor of the approval of this ordinance, then the sales tax approved by the voters shall be in full force and effect on April 1, 2027, and the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered Mail or Certified Mail, a certified copy of this ordinance, together with the certificates of the election returns and accompanied by a map of the City clearly showing the boundaries, thereof.

Section 5. If any section, subsection, sentence clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, as such holding shall not affect the validity of the remaining portion thereof.

Section 6. This tax shall be collected in addition to the general sales tax provided by Section 17-192 of the Code of the City of Jefferson, Missouri, and shall not replace or repeal said general sales tax.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval subject to the provisions herein contained which provide for voter approval or for specific dates of effectiveness.

Passed: _____

Approved: _____

Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

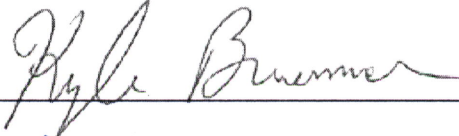
BILL SUMMARY

BILL NO: 2026-025

SPONSOR: Councilmember Kampeter

SUBJECT: Authorizing the Issuance of Sewerage System Revenue Bonds (State of MO Direct Loan Program), Series 2026 to be Purchased by DNR

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve

Origin of Request: Public Works

Department Responsible: Public Works

Person Responsible: Kyle Bruemmer, Director of Public Works

Background Information:

A referendum was approved by sewer system voters in April 2022 to sell \$44M in bonds to construct sanitary sewer improvements. This bill authorizes the 2026 sale of \$10,001,000 revenue bonds for the financing of the Westview Pump Station Improvement Contract and the Westview Force Main Phase 2 Improvement Contract. Both contracts were approved at the last City Council meeting.

Fiscal Information:

\$18,132,000 of the \$44M voter authorized bonds have been issued to date. This leaves just under \$26M in remaining bonding capacity.

Financial Advisor, Bond Counsel, Master Trust Bond Expenses, and 10% contingency fees totaling \$155,510 are included in this \$10,001,000 request. The interest rate is estimated at just under 2%. The life of the loan will be 20 years with an estimated annual debt service of \$610,333.

Summary: This Ordinance authorizes the City to issue its Sewerage System Revenue Bond (State of Missouri – Direct Loan Program), Series 2026 (the “**Bond**”), in a principal amount not to exceed \$10,001,000 in order to finance certain extensions and improvements to the City’s sewerage system (the “**System**”), including construction and installation of approximately 8,150 linear feet of 12-inch diameter polyvinyl chloride (PVC) force main with cleanouts and air release valves, approximately 1,160 linear feet of 12-inch

diameter PVC gravity sewer, a duplex lift station, one portable generator, and all necessary appurtenances to complete the project and have an operable system (collectively, the “**Project**”) as authorized by voters of the City at the April 5, 2022, election. To provide the most cost-effective method of financing the Project, the Ordinance authorizes the City 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 in connection with the Project, and the Bond will be purchased by DNR pursuant to a separate Purchase Agreement by and between the City and DNR, which is further approved by the Ordinance.

The Bond will be a special, limited obligation of the City payable solely from, and secured by a pledge of, net revenues derived from the operation of the City’s System. Interest on the Bond will be due in semi-annual installments on January 1 and July 1, commencing January 1, 2027. Principal will be due in semi-annual installments on January 1 and July 1, commencing after the Project is completed (anticipated to commence January 1, 2028). Interest on the Bond will accrue at a rate equal “*30% of the Revenue Bond Index as published in The Bond Buyer most recently prior to the Closing Date (August 31, 2026), rounded up to the nearest 0.01%*” as defined in the Ordinance.

The Ordinance also authorizes the City to execute the following documents in connection with the issuance of the Series 2026 Bond:

- **Form of Bond (*authorized under Section 203 and referenced as Exhibit A to the Ordinance*)**: this is the form of the physical Sewerage System Revenue Bond(State of Missouri – Direct Loan Program) Series 2026, that will be issued by the City, purchased by DNR, and held in safekeeping by UMB Bank, N.A., as paying agent, for the benefit of DNR, as the sole purchaser of the Bond.
- **Purchase Agreement (*authorized under Section 210 of the Ordinance*)**: This is the document by which DNR agrees to purchase the Bond from the City. DNR and the City will enter into this Purchase Agreement to (a) provide for the purchase of the Bond to finance the Project, (b) set forth the parties’ respective covenants and agreements relating the application of the proceeds of the Bond and the implementation of the Project, and (c) satisfy the obligations of DNR under certain federal rules and regulations related to the CWSRF Direct Loan Program.
- **Escrow Trust Agreement (*authorized under Section 210 of the Ordinance*)**: As a condition to the execution and delivery of the Purchase Agreement, DNR requires the City and UMB Bank, N.A., as paying agent and escrow agent for the Bond, to enter into this Escrow Trust Agreement. This Escrow Trust Agreement establishes the funds and accounts described in Section 401(b) of the Ordinance that will be maintained and administered by UMB Bank, N.A., as paying agent and escrow agent, while the Bond is outstanding.

ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF JEFFERSON, MISSOURI

PASSED AUGUST 17, 2026

AUTHORIZING:

NOT TO EXCEED \$10,001,000

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

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 101.	Definition of Words and Terms.....	2
--------------	------------------------------------	---

ARTICLE II

AUTHORIZATION OF THE BOND

Section 201.	Authorization of the Bond	6
Section 202.	Security for the Bond.....	7
Section 203.	Description of the Bond.....	7
Section 204.	Designation of Paying Agent.....	7
Section 205.	Method and Place of Payment of the Bond	7
Section 206.	Registration, Transfer and Exchange of the Bond	8
Section 207.	Execution, Authentication and Delivery of the Bond	9
Section 208.	Mutilated, Destroyed, Lost and Stolen Bonds	9
Section 209.	Cancellation and Destruction of Bonds Upon Payment	9
Section 210.	Sale of the Bond; Authorization and Execution of Documents	10
Section 211.	Administrative Fee and Paying Agent's Fee.....	10

ARTICLE III

REDEMPTION OF THE BOND

Section 301.	Optional Redemption.....	10
Section 302.	Mandatory Redemption Provisions	10
Section 303.	Revisions to Exhibit B upon Partial Redemption	11
Section 304.	Notice and Effect of Call for Redemption	11

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401.	Ratification and Establishment of Funds and Accounts	12
Section 402.	Administration of Funds and Accounts	12
Section 403.	Deposits and Application of Bond Proceeds and Other Moneys.....	13

ARTICLE V

APPLICATION OF REVENUES

Section 501.	Revenue Fund.....	13
Section 502.	Application of Moneys in Funds and Accounts.....	13
Section 503.	Deficiency of Payments into Funds and Accounts	15
Section 504.	Transfer of Funds to Paying Agent.....	16
Section 505.	Business Days.....	16

ARTICLE VI

INVESTMENT OF MONEYS

Section 601.	Investment of Moneys	16
--------------	----------------------------	----

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701.	Efficient and Economical Operation; User Charge Ordinance.....	16
Section 702.	Rate Covenant	16
Section 703.	Reasonable Charges for all Services.....	17
Section 704.	Annual Budget.....	17
Section 705.	Annual Audit	17
Section 706.	Performance of Duties	18

ARTICLE VIII

ADDITIONAL BONDS

Section 801.	Prior Lien Bonds.....	18
Section 802.	Parity Lien Bonds or Obligations	18
Section 803.	Junior Lien Bonds.....	19
Section 804.	Refunding Bonds.....	19

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default.....	19
Section 902.	Remedies	20
Section 903.	Limitation on Rights of Owners	20
Section 904.	Remedies Cumulative.....	20
Section 905.	No Obligation to Levy Taxes.....	20

ARTICLE X

DEFEASANCE

Section 1001.	Defeasance.....	20
---------------	-----------------	----

ARTICLE XI

AMENDMENTS

Section 1101.	Amendments.....	21
---------------	-----------------	----

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201.	Further Authority	21
Section 1202.	Electronic Transactions.....	21
Section 1203.	Severability.....	22
Section 1204.	Governing Law	22
Section 1205.	Effective Date	22

Exhibit A. Form of Bond

Exhibit B. Mandatory Sinking Fund Redemption Schedule

Exhibit C. Outstanding Parity Bonds

BILL NO. 2026-025

ORDINANCE NO. _____

SPONSOR: COUNCILMEMBER KAMPETER

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$10,001,000 PRINCIPAL AMOUNT SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2026; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Jefferson, 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

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 Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026 (the “Bond”) in the maximum principal amount of \$10,001,000 pursuant to this Ordinance; and

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

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on April 5, 2022 (the “Election”) and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of sewerage system revenue bonds in an aggregate amount of \$44,000,000 to finance the costs of improving and extending the City’s sewerage system; and

WHEREAS, \$18,132,000 of the revenue bonds authorized at the Election have been issued and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its

inhabitants to issue an additional not to exceed \$10,001,000 of the revenue bonds so authorized to finance the Project; and

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Defeasance Securities” means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge the Bond pursuant to Article X will cause the discharged Bond to be rated in the highest long-term category by a nationally recognized securities rating agency as designated by DNR; or

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

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

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

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

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

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

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

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

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

“Interest Payment Date” means each January 1 and July 1, commencing January 1, 2027.

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

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

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

“Net Revenues” means Revenues less Current Expenses.

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

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

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

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

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

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

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

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

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

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

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

“Principal Payment Date” means each January 1 and July 1, commencing January 1, 2028, and any date on which all or part of the Bond is optionally redeemed in accordance with Section 301.

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

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

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2026.

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

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

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

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

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

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

“State” means the State of Missouri.

“Stated Maturity” means January 1, 2047, the final maturity date of the Bond; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

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

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

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

“User Charge Ordinance” means Chapter 29 of the Code of the City of Jefferson, Missouri, as amended by Ordinance No. 16138, adopted by the Governing Body on June 7, 2021, and as may be further amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF THE BOND

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

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

Section 202. Security for the Bond.

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

(b) The covenants and agreements of the City contained in this Ordinance and in the Bond shall be for the equal benefit, protection and security of the legal owners of any or all of the Bond, all of which shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bond, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from Net Revenues and in all other respects with any Parity Bonds. The Bond shall not have any priority with respect to the payment of principal or interest from Net Revenues or otherwise over any Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from Net Revenues or otherwise over the Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF THE BOND

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

Section 302. Mandatory Redemption Provisions.

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

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

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 20 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01). In no event will the revised Stated Maturity of the Bond exceed 35 years from the Closing Date.

Section 303. Revisions to Exhibit B upon Partial Redemption.

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

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

Section 304. Notice and Effect of Call for Redemption.

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

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

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

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

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

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

- (1) Sewerage System Revenue Fund (the “Revenue Fund”);
- (2) Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”);
- (3) Sewerage System Depreciation and Replacement Account (the “Depreciation and Replacement Account”);
- (4) Sewerage System Surplus Account (the “Surplus Account”);
- (5) any debt service reserve fund or account established for the Outstanding Parity Bonds under the Outstanding Parity Bonds Ordinance (collectively, the “Outstanding Parity Bonds Debt Service Reserve Account”); and
- (6) any debt service fund or account, repayment fund or account, principal account, and interest account established for the Outstanding Parity Bonds under the Outstanding Parity Bonds Ordinance (collectively, the “Outstanding Parity Bonds Debt Service Account”).

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

- (1) the Debt Service Fund;
 - (2) the Construction Fund;
 - (3) the Repayment Fund, consisting of the Principal Account and the Interest Account;
- and
- (4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Sections 401(a)(1), (2), (3) and (4) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bonds Ordinance while any of the Bond and/or the Outstanding Parity Bonds are outstanding. The funds and accounts described in Sections 401(a)(5) and (6) will be maintained and administered by or on behalf of the City while the applicable series of Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bond is Outstanding.

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

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

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

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

ARTICLE V

APPLICATION OF REVENUES

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

Section 502. Application of Moneys in Funds and Accounts.

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

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

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

(A) to the Interest Account of the Repayment Fund, on September 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the

Bond on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

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

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

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

(B) to the Principal Account of the Repayment Fund, on September 15, 2027, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 20 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement);

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

(4) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account (i) the sum of **\$3,085.77 each month**, commencing on the first day of the month following the issuance of the Bond, which, except as provided in Section 503, shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof and (ii) the amounts and at the times required under any applicable Parity Bonds Ordinance for the purposes stated therein; and

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

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

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

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

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

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

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

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

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

Section 503. Deficiency of Payments into Funds and Accounts.

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

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

Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bond, the Outstanding Parity Bonds and any Parity Bonds issued by the City) to the Outstanding Parity Bonds Debt Service Account, the Principal Account or the Interest Account of the Repayment Fund, the Debt Service Fund and the debt service fund or account for any Parity Bonds issued by the City to prevent any default in the payment of the principal of and interest thereon.

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

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

ARTICLE VI

INVESTMENT OF MONEYS

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

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

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

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

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues

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

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

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

Section 705. Annual Audit.

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

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

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

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

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

ARTICLE VIII

ADDITIONAL BONDS

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

Section 802. Parity Lien Bonds or Obligations.

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

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

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

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

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

thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

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

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

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

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on the Bond, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement, or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

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

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

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

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

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

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

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

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

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When any or all of the Bond has been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or portion thereof so paid and discharged. The Bond or portion thereof shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent or other bank or trust company located in the State of Missouri, at or prior to Stated Maturity or redemption date of said Bond or portion thereof, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the

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

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

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

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

ARTICLE XII

MISCELLANEOUS PROVISIONS

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

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bond may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall

be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

[Remainder of Page Intentionally Left Blank]

Passed: _____

Approved: _____

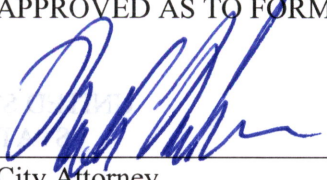
Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



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 \$10,001,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JEFFERSON, MISSOURI

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

<u>Closing Date</u>	<u>Interest Rate</u>	<u>Stated Maturity</u> [†]
[**CLOSING DATE**]		January 1, 2047

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED TEN MILLION ONE THOUSAND DOLLARS

The CITY OF JEFFERSON, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2027 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

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

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

This Bond is a duly authorized bond of the City designated “Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026” (the “Bond”), issued by the City for the purpose of improving and extending 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 Act, and pursuant to an election duly held in the City 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 so redeemed plus accrued interest thereon to the redemption date.

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

IN WITNESS WHEREOF, the CITY OF JEFFERSON, 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 JEFFERSON, 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

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.

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

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.

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.

CITY OF JEFFERSON, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

[illegible]

(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, 2028	\$209,000	January 1, 2038	\$257,000
July 1, 2028	211,000	July 1, 2038	260,000
January 1, 2029	214,000	January 1, 2039	263,000
July 1, 2029	216,000	July 1, 2039	265,000
January 1, 2030	218,000	January 1, 2040	268,000
July 1, 2030	220,000	July 1, 2040	271,000
January 1, 2031	223,000	January 1, 2041	274,000
July 1, 2031	225,000	July 1, 2041	277,000
January 1, 2032	227,000	January 1, 2042	280,000
July 1, 2032	230,000	July 1, 2042	282,000
January 1, 2033	232,000	January 1, 2043	285,000
July 1, 2033	234,000	July 1, 2043	288,000
January 1, 2034	237,000	January 1, 2044	291,000
July 1, 2034	239,000	July 1, 2044	294,000
January 1, 2035	242,000	January 1, 2045	297,000
July 1, 2035	244,000	July 1, 2045	301,000
January 1, 2036	247,000	January 1, 2046	304,000
July 1, 2036	249,000	July 1, 2046	307,000
January 1, 2037	252,000	January 1, 2047 ^{††}	313,000
July 1, 2037	255,000		

[†]Subject to change pursuant to Sections 302 and 303 of the Ordinance

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

EXHIBIT C

OUTSTANDING PARITY BONDS

<u>Name of Bond Issue</u>	<u>Date of Bonds</u>	<u>Final Maturity</u>	<u>Amount Issued</u>
Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2008	October 30, 2008	July 1, 2029	\$3,900,000
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program), Series 2012	November 13, 2012	July 1, 2033	\$15,000,000
Sewerage System Revenue Bonds, Series 2014	May 15, 2014	July 1, 2035	\$9,940,000
Sewerage System Revenue Bonds, Series 2016	June 20, 2016	July 1, 2036	\$9,380,000
Sewerage System Refunding Revenue Bonds, Series 2020	August 27, 2020	September 1, 2035	\$5,125,000
Sewerage System Revenue Bonds, Series 2023	August 30, 2023	July 1, 2043	\$4,000,000
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program), Series 2024	April 29, 2024	July 1, 2044	Not to Exceed \$14,132,000

GILMORE & BELL, P.C.
DRAFT – JULY 16, 2026
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of August 1, 2026

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF JEFFERSON, MISSOURI

relating to

NOT TO EXCEED \$10,001,000
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

OF THE

CITY OF JEFFERSON, MISSOURI

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
 <u>ARTICLE I</u> DEFINITIONS	
Section 1.1 Definitions	1
Section 1.2 Interpretation	4
Section 1.3 DNR Actions	5
 <u>ARTICLE II</u> REPRESENTATIONS AND COVENANTS	
Section 2.1 Representations and Covenants of Participant	5
Section 2.2 Representations of DNR	11
 <u>ARTICLE III</u> EXECUTION OF AGREEMENT; TERMS OF LOAN	
Section 3.1 Execution and Delivery of Agreement	12
Section 3.2 Maximum Principal Amount of Loan	12
Section 3.3 Funding of Purchase Price Installments and Disbursements	12
Section 3.4 Completion of Project and Initiation of Operations	13
Section 3.5 Completion of Funding	14
 <u>ARTICLE IV</u> PAYMENTS	
Section 4.1 Bond Payments	14
Section 4.2 Additional Payments	14
Section 4.3 Loan Prepayment	14
Section 4.4 Disposition of Remaining Moneys	14
 <u>ARTICLE V</u> TAX REPRESENTATIONS AND COVENANTS	
Section 5.1 Meaning of Words and Terms	15
Section 5.2 General	16
Section 5.3 Authority and Purpose for the Bond	16
Section 5.4 Proceeds of the Bond	16
Section 5.5 Governmental Bond Tests and Related Requirements	16
Section 5.6 Sinking Funds	18

Section 5.7	No Replacement Funds	18
Section 5.8	Reimbursement of Expenditures	18
Section 5.9	Final Written Allocation	18
Section 5.10	Hedge Bond	18
Section 5.11	Post-Issuance Compliance with Federal Tax Matters	18
Section 5.12	Records	19

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1	Assignment by DNR	19
Section 6.2	Assignment by the Participant; Sale, Lease or Disposal of the Project	19

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1	Events of Default	20
Section 7.2	Notice of Default	20
Section 7.3	Remedies on Default	20
Section 7.4	Attorneys' Fees and Other Expenses	21
Section 7.5	Application of Moneys	21
Section 7.6	No Remedy Exclusive; Waiver; Notice	21

ARTICLE VIII

MISCELLANEOUS

Section 8.1	Continuing Disclosure	21
Section 8.2	Effect of Breach	24
Section 8.3	Termination of Agreement	24
Section 8.4	Notices	24
Section 8.5	Exculpatory Provision	25
Section 8.6	Amendment	25
Section 8.7	Electronic Transactions	25
Section 8.8	Severability of Invalid Provisions	25
Section 8.9	Execution in Counterparts	25
Section 8.10	Applicable Law	25

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 August 1, 2026, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF JEFFERSON, 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 August 1, 2026 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

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

AGREEMENT

ARTICLE I

DEFINITIONS

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

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

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

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

“Bond” means the Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026, issued by the Participant pursuant to the Ordinance.

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

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

“CFR” means the Code of Federal Regulations.

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

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

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

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

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

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of August 1, 2026, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

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

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

“Fiscal Year” means the fiscal year of the Participant, currently November 1 to October 31.

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

“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 \$60,006.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

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

“Maximum Principal Amount” means \$10,001,000.

“Ordinance” means the ordinance of the Participant, passed on August 17, 2026, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

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

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

The Project includes construction and installation of approximately 8,150 linear feet of 12-inch diameter polyvinyl chloride (PVC) force main with cleanouts and air release valves, approximately 1,160 linear feet of 12-inch diameter PVC gravity sewer, a duplex lift station, one portable generator, and all necessary appurtenances 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	March 2026
Bid opening	April 2026
Construction contract executed	July 2026
Initiation of Operations	June 2027
Construction completion	July 2027
Project completion	August 2027

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

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

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

“State” means the State of Missouri.

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

“User Charge Ordinance” means Chapter 29 of the Code of the City of Jefferson, Missouri, as amended by Ordinance No. 16138, adopted by the Governing Body on June 7, 2021, and as may be further amended, supplemented or replaced.

Section 1.2 Interpretation.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

(a) Organization and Authority.

(i) The Participant is a 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 and the Escrow Agreement, to issue the Bond, to pledge the sources for repayment of the Loan and the Bond under this Agreement, the Ordinance and the Bond, and to carry out its agreements under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the “List of Parties Excluded from Federal Procurement or Non Procurement Programs” may result in the termination of the Participant’s participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

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

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

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

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

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

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

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

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

(2) The “six good faith efforts” are:

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

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

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

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

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

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

(3) DBE Reporting: MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 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 \$10,001,000, 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 solely from, and secured by a pledge of, the Net Revenues derived by the Participant from the operation of the System, after providing for the costs of operation and maintenance thereof; and will address whether the Bond is issued on parity with, or is junior and subordinate to, any outstanding System Revenue Bonds of the Participant. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of \$10,001,000 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 20 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Principal Payment Date not more than 20 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

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

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

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

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

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

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

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

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

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

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

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bond and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and

expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bond or (ii) the expected economic useful life of the property.

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

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

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

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

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

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

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

Section 5.4 Proceeds of the Bond. The total maximum proceeds to be received by the Participant from the sale of the Bond will be \$10,001,000, funded in installments, as follows: (a) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$155,510.00, and (b) 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.

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.¹

(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

¹ CITY TO CONFIRM

of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

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

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

Section 5.8 Reimbursement of Expenditures. On December 6, 2021, the Participant's Governing Body passed an ordinance declaring the intent of the Participant to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript. No portion of the net proceeds of the Bond will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

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

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

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

Section 5.12 Records.

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

(1) documentation evidencing the expenditure of the Bond in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bond.

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

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

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

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

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bond in accordance with the provisions governing redemption of the Bond in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other

disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bond (regardless of the amount of the disposition proceeds). If the Bond are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

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

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

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

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

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

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

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

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

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

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901

and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

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

“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.

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

“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 (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii) 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 paragraph (d) below, the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding Participant Obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 20% or more of the aggregate principal amount of all bonds, notes or other obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR or the Authority to secure 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.

“Participant Obligation” means any bond, note or other obligation issued by the Participant to evidence one or more currently outstanding loans under the SRF Program.

“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 the following financial and operating information or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, via EMMA, as required by the Rule:

(A) within 45 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 (or if not available as of that date, the unaudited financial statements of such Material Participant and, as soon thereafter as available, the audited financial statements of such Material Participant); and

(B) within 270 days after the close of the fiscal year of such Participant following notification that it is a “Material Participant” and each subsequent fiscal year, a copy of its financial statements 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 such Material Participant and, as soon thereafter as available, the audited financial statements of such Material Participant), and the operating data of such 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 a Material Participant 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 or filed on EMMA each document incorporated by reference and the source from which it is available.

(iii) The Authority, DNR, the Master Trustee, and the Material Participants reserve the right to modify from time to time the specific types of information provided or the format of the presentation of such information to the extent necessary or appropriate in the judgment of such party; provided, however, that such modification will be undertaken only upon receipt of an independent counsel experienced in federal securities law matters delivered to the Authority, DNR, the Master Trustee, and the Material Participant to the effect that such modifications are in compliance with the Rule.

(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 Material Participant's Participant Obligations or the Material Participant's System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, via 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 Participant Obligation, or other material events affecting the tax status of the Participant Obligation or Master Trust Bonds, proceeds of which have been allocated to the Participant Obligation;
- (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 Participant Obligation, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
- (13) the consummation of a merger, consolidation, or acquisition involving the Material Participant's System or the sale of all or substantially all of the assets of the Material Participant's 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 Section 8.1, will terminate (i) upon the Material Participant's receipt of a notice 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 of the Material Participant's Participant Obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR or the Authority 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. Failure of the Participant to comply with the provisions of this Section 8.1 will not be an Event of Default under this Agreement.

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

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

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

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

Participant:

City of Jefferson, Missouri
320 East McCarty Street
Jefferson City, Missouri 65101
Attention: City Administrator

DNR:

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

Paying Agent:

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

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

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

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

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

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

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

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

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 JEFFERSON, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 44-6000193

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES FINANCIAL ASSISTANCE CENTER STATE REVOLVING FUND REIMBURSEMENT FORM			
RECIPIENT ORGANIZATION: CITY OF JEFFERSON 320 E. MCCARTY ST. JEFFERSON CITY, MO 65101 FUNDING PROGRAM: Clean Water FUNDING TYPE: Loan PROJECT NUMBER: C290072-01-23L		PAYMENT REQUEST NUMBER: _____ LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CITY OF JEFFERSON 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 If applicable, check here if are you requesting release of retainage. _____	
ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
A. <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 CC. LESS AMOUNT PREVIOUSLY APPROVED DD. AMOUNT PAYABLE TO RECIPIENT _____		BB. CC. DD.
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 JEFFERSON

PAYMENT REQUEST NUMBER: _____

PROJECT NUMBER: C290072-01-23L

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^{2,3}

<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	-
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	-
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	-

² As of June 2026

³ Treatment Works only

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
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>Crosscutters: Social Policy Authorities</u>			
Equal Employment Opportunity in Apprenticeship	29 CFR Part 30	Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003) ⁴		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-

⁴ E.O. 12898 was revoked by E.O. 14173 on January 21, 2025. DNR is seeking direction from EPA regarding the applicability of E.O. 12898 to this Loan. Upon obtaining such direction, DNR will promptly advise the Participant.

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
<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
Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)	42 U.S.C. 4601 et seq. 40 CFR Part 4 49 CFR Part 24 PL 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 Jefferson, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C290072-01
Name of bonds ("Bonds") evidencing the SRF Loan:	Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026
Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan):	<i>[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]</i>
Closing Date of SRF Loan:	August 31, 2026
Date Project was completed and was first used:	
Written Name of Person Completing this Questionnaire:	

Item	Question	Response
1 Ownership	1. Was all of the Financed Facility (i.e., the Project financed with the SRF Loan) owned by the Participant during the entire Annual Period?	<u>Question No. 1:</u> Yes No
	<i>If answer to Question No. 1 is "YES," move to Question No. 2.</i> <i>If answer to Question No. 1 is "NO," move to Question No. 1(a).</i> 1(a). Was advice of Bond Counsel obtained prior to the sale or transfer? <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> <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>	<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
	<i>If answer to Question No. 2 is "NO," move to Question No. 3.</i> <i>If answer to Question No. 2 is "YES," move to Question No. 2(a).</i> 2(a). Was advice of Bond Counsel obtained prior to entering into the lease or similar use agreement or arrangement? <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> <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>	<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
	<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> 3(a). Was advice of Bond Counsel obtained prior to entering into the management or service agreement? <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> <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>	<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
	<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> 4(a). Was advice of Bond Counsel obtained prior to entering into the agreement or arrangement? <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> <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>	<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**

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1.	Definitions	1
--------------	-------------------	---

ARTICLE II

PURPOSE AND SCOPE

Section 2.1.	Purpose of Compliance Procedure	4
Section 2.2.	Scope of Compliance Procedure; Conflicts	5
Section 2.3.	Amendments and Publication of Compliance Procedure	5

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1.	Bond Compliance Officer Duties	5
Section 3.2.	Training.....	6

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1.	Tax-Exempt Bonds Covered by Article IV Procedures	6
Section 4.2.	Participant Contact	6
Section 4.3.	Annual Certification	6
Section 4.4.	Correcting Prior Deficiencies in Compliance	6

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1.	Application.....	7
Section 5.2.	Prior to Issuance of Tax-Exempt Bonds	7
Section 5.3.	Final Written Allocation of Participant Loan Proceeds	7
Section 5.4.	Participant Annual Compliance Checklists; Reviews.....	7

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1.	Tax-Exempt Bonds Covered by Article IV Procedures	8
Section 6.2.	Tax-Exempt Bond File; Annual Compliance Checklists	8

Section 6.3.	Correcting Prior Deficiencies in Compliance	8
--------------	---	---

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 7.1.	Application.....	8
Section 7.2.	Prior to Issuance of Tax-Exempt Bonds	8
Section 7.3.	Accounting and Recordkeeping	9
Section 7.4.	Final Allocation of Bond Proceeds.....	9

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1.	Annual Compliance Checklist.....	10
Section 8.2.	Arbitrage and Rebate Compliance	10

Exhibit A – List of Tax-Exempt Bonds Covered by this Compliance Procedure
Exhibit B – Sample Annual Compliance Checklist (Authority)
Exhibit C – Sample Annual Compliance Checklist (Participant)

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“IRS” means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

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

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

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

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

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

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

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

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

Section 3.2. Training.

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

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

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

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

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

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

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

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

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

Section 5.2. Prior to Issuance of Participant Loan.

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

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

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

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

Section 5.4. Participant Annual Compliance Checklists; Reviews.

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

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

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

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

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

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

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

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

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

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

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

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

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

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

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

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

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

Section 7.4. Final Allocation of Bond Proceeds.

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

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

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

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

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

ARTICLE VIII

ONGOING MONITORING PROCEDURES

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

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

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE 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 Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

¹ As of August 31, 2026. TABLE TO BE UPDATED AFTER AUTHORITY'S AUGUST 11 CLOSING.

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

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)**

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

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

Bond Compliance Officer: _____
Date Completed: _____

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

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)**

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

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

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

Participant Bond Compliance Officer: _____

Date: _____

GILMORE & BELL, P.C.
DRAFT – JULY 10, 2026
FOR DISCUSSION PURPOSES ONLY

ESCROW TRUST AGREEMENT

Dated as of August 1, 2026

by and between the
CITY OF JEFFERSON, MISSOURI

and

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

relating to

NOT TO EXCEED \$10,001,000
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

OF THE
CITY OF JEFFERSON, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of August 1, 2026, between the CITY OF JEFFERSON, 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 August 1, 2026 (the “Purchase Agreement”) between the Participant and DNR (the “Loan”).

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

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

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

AGREEMENT

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

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

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

“Bond” means the Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026, issued by the Participant pursuant to the Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the Debt Service Fund;

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

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of \$155,510.00 will be deposited by the Paying Agent as follows: (i) \$0.00 in the Construction Fund; and (ii) \$155,510.00 in the Administrative Expense Fund.

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

Section 6. Debt Service Fund.

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

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

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

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

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

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

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

Section 7. Construction Fund.

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

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

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

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

Section 8. Repayment Fund.

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Records; Reporting Requirements.

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

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

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

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

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

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

any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

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

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

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

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

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

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than \$100,000,000, or (B) is owned by a company that has at the time of

appointment capital and surplus of not less than \$100,000,000, and (iii) has assets under corporate trust management of not less than \$500,000,000.

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

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

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

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

DNR:

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

Paying Agent:

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

Participant:

City of Jefferson, Missouri
320 East McCarty Street
Jefferson City, Missouri 65101
Attention: City Administrator

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 JEFFERSON, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

BILL SUMMARY

BILL NO: 2026-017

SPONSOR: Councilmember Kampeter

SUBJECT: Modifying Various Traffic Codes to Change Parking Time Limits, Parking Rates in the Downtown Area, Add Juneteenth to Holiday Exemptions, and Remove the Municipal Parking Garage References

DATE INTRODUCED: July 20, 2026

DEPARTMENT DIRECTOR(S): _____

Kyle Bruemmer

CITY ADMINISTRATOR: _____

Ben C...

Staff Recommendation: Approve.

Summary: If approved, this would change the parking time limits and parking rates for existing metered and permitted parking in Jefferson City. It changes the rates and times in municipal parking lots. It would change the time limited parking on 400 E. Capitol. The bill also makes some changes to holidays, clarifies the intent of excess time regulation, removes the municipal parking garage from the City Code, and modifies reserved parking meter procedures.

Origin of Request: Staff

Person Responsible: Kyle Bruemmer, P.E./Jonathan Fitch, P.E.

Background information: At the request of City Council, staff and the City's parking contractor were asked to develop a plan for changing the parking meter rates and time limits in downtown Jefferson City. This bill, if enacted, would modify parking rates between September 2026 and September 2030 to a two-tier system that would increase rates to \$1.00 City wide in September 2026, rising to \$2.10 in 2030 in the new Premium area and \$1.10 in the area outside the Premium area. It further changes the parking time limits on meters to allow four hours in areas around the Capitol while maintaining two hour parking near High Street and 10 hour parking further south and away from the Capitol.

Also, the bill modifies the times and rates of municipal parking lots in the downtown area.

The bill further modifies the time limit on the 400 block of E. Capitol Ave. to 2 hours from 3 hours to encourage the development of retail businesses in the area.

The bill adds Juneteenth Day to the list of holidays in which parking is free and unenforced.

The bill further clarifies the intent that parkers cannot move one space to reset the clock on their parking time in a given block but are restricted to parking on a block one time per day.

Additionally, the bill changes the management of Reserved Parking (meter bagging) such that bagging must be requested two business days in advance to allow PCI Municipal to efficiently bag meters. Should an emergency bagging be required, there will be a fee attached.

Finally, the bill removes Part B. relating to the demolished Municipal Parking Garage.

Fiscal Information: PCI Municipal has estimated that the changes will result in an increase in annual revenue by Year 3 of approximately \$435,000.

BILL NO. 2026-017

SPONSORED BY Councilmember Kampeter

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 22 (PARKING, STOPPING, AND STANDING), AND CHAPTER 1 (GENERAL PROVISION) PERTAINING TO PARKING TIME AND FEES.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Chapter 19-401 (Motor Vehicles and Traffic), Schedule O (Parking Time Limit Zones), (e) (1) of the Code of the City of Jefferson, Missouri is hereby amended by the addition:

Capitol Avenue East: on both sides of the 400 block, from Adams Street to Jackson Street.

Section 2. Chapter 19-401 (Motor Vehicles and Traffic), Schedule O (Parking Time Limit Zones), (g) of the Code of the City of Jefferson, Missouri is hereby amended by the deletion:

~~Capitol Avenue East: on both sides of the 400 block, from Adams Street to Jackson Street.~~

Section 3. Chapter 19-401 (Motor Vehicles and Traffic), Schedule N (Parking Meter Zones and Monthly Parking Fees), (b) (On-Street Locations) of the Code of the City of Jefferson, Missouri, is hereby amended by the modification:

(a) Parking lots and facilities:

Parking Lots	Description	Monthly Rental		Hourly Parking		
		Rate	No. Spaces	Rate (/hr)	No. Spaces	Time Limit
Lot #1	200 Jefferson St. — Uncovered	\$95.00 \$140.00	38	\$1.00	2	10 hours
	200 Jefferson St. — Uncovered	n/a		-\$1.00	22	2 hours
	200 Jefferson St. — Covered	\$105.00 \$150.00	38	n/a	n/a	n/a
Lot #2	200 E. Commercial Way	\$81.00	25	\$0.75	18	2 hours
	200 E. Commercial Way	n/a		-\$0.75	10	10 hours
Lot #3	200 Monroe Street	n/a		-\$0.35	43-45	2-4

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

				\$1.00		hours
	200 Monroe Street	n/a		-\$0.35	2	10 hours
Lot #5	400 East Capitol Avenue	\$35.00 \$60.00	All	n/a	n/a	n/a
Lot #6	400 East High Street	\$35.00 \$60.00	All	n/a	n/a	n/a
Lot #8	300 Jefferson Street	\$69.00 \$80.00	12-16	\$0.35 \$1.00	21-17	2 hours
Lot #10	100-200 East Wall Way	n/a \$80	0-9	\$0.75 n/a	10-n/a	4 hours n/a
	100-200 East Wall Way	n/a		-\$0.35 \$1.00	14	2-4 hours
Lot #11	300 Monroe Street	\$69.00 \$80.00	All	n/a	n/a	n/a
Lot #12	300 Monroe Street	\$46.00 \$80.00	All	n/a	n/a	n/a
Lot #15	300 Adams Street	\$35.00 \$40.00	All	n/a	n/a	n/a
Lot #16	400 East High Street	\$35.00 \$40.00	All	n/a	n/a	n/a
Lot #22	100 East McCarty Street	\$46.00 \$60.00	All	n/a	n/a	n/a
Lot #24	400 Adams Street	\$28.00 \$20.00	All	n/a	n/a	n/a
Lot #25	100 W. Miller Street	\$35.00 \$40.00	All	n/a	n/a	n/a
Lot #26	400 Broadway Street	\$46.00 \$60.00	All	n/a	n/a	n/a
Lot #27	300 E. Miller St.	\$29.00 n/a	All	n/a	n/a	n/a
Lot #31	Madison & Ashley Streets	\$12.00 \$17.00	All	n/a	n/a	n/a
Main Garage Hourly	200 Madison — First 2 Hours	n/a		-\$0.75	as available	2 hours
	200 Madison — After First 2 Hours	n/a		-\$1.00	as available	
Main Garage Monthly	200 Madison St. — Covered	\$81.00	n/a	n/a	n/a	n/a
	200 Madison St. — Uncovered	\$46.00	n/a	n/a	n/a	
Lot #9	100 W. McCarty St.	\$60.00	All	n/a	n/a	n/a

Parking Lot Space Allocation:

<u>Parking Lot</u>	<u>Description</u>	<u>Rental Spaces</u>	<u>Hourly Spaces</u>	<u>Hourly Space Time Limit</u>
<u>1</u>	<u>200 Jefferson Street Uncovered</u>	<u>38</u>	<u>2</u>	<u>10 hours</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

	<u>Garage</u>			
	<u>200 Jefferson Street Covered Garage</u>	<u>38</u>	<u>0</u>	<u>n/a</u>
	<u>200 Jefferson Street Surface</u>	<u>0</u>	<u>22</u>	<u>2 hours</u>
<u>3</u>	<u>200 Monroe Street</u>	<u>0</u>	<u>45</u>	<u>4 hours</u>
<u>5</u>	<u>400 East Capitol Avenue</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>6</u>	<u>400 East High Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>8</u>	<u>300 Jefferson Street</u>	<u>16</u>	<u>17</u>	<u>2 hours</u>
<u>9</u>	<u>100 West McCarty Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>10</u>	<u>200 East Wall Way</u>	<u>9</u>	<u>14</u>	<u>4 hours</u>
<u>11</u>	<u>300 Monroe Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>12</u>	<u>300 Monroe Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>15</u>	<u>300 Adams Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>16</u>	<u>400 East High Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>22</u>	<u>100 East McCarty Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>24</u>	<u>400 Adams Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>25</u>	<u>100 West Miler Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>26</u>	<u>400 Broadway Street</u>	<u>All</u>	<u>0</u>	<u>n/a</u>
<u>27</u>	<u>300 East Miller Stret</u>	<u>Reserved</u>	<u>0</u>	<u>n/a</u>
<u>31</u>	<u>Madison and Ashley Streets</u>	<u>All</u>	<u>0</u>	<u>n/a</u>

Parking Lot Monthly Rental Rates:

<u>Parking Lot</u>	<u>Description</u>	<u>Effective September 1</u>				
		<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<u>1</u>	<u>200 Jefferson Street Uncovered Garage</u>	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$145.00</u>	<u>\$150.00</u>	<u>\$154.00</u>
	<u>200 Jefferson Street Covered Garage</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$155.00</u>	<u>\$160.00</u>	<u>\$165.00</u>
	<u>200 Jefferson Street Surface</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>3</u>	<u>200 Monroe Street</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>5</u>	<u>400 East Capitol Avenue</u>	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$69.00</u>
<u>6</u>	<u>400 East High Street</u>	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$69.00</u>
<u>8</u>	<u>300 Jefferson Street</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>	<u>\$87.00</u>	<u>\$90.00</u>
<u>9</u>	<u>100 West McCarty Street</u>	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$69.00</u>
<u>10</u>	<u>200 East Wall Way</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>	<u>\$87.00</u>	<u>\$90.00</u>
<u>11</u>	<u>300 Monroe Street</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>	<u>\$87.00</u>	<u>\$90.00</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

<u>12</u>	<u>300 Monroe Street</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>	<u>\$87.00</u>	<u>\$90.00</u>
<u>15</u>	<u>300 Adams Street</u>	<u>\$40.00</u>	<u>\$40.00</u>	<u>\$45.00</u>	<u>\$46.00</u>	<u>\$48.00</u>
<u>16</u>	<u>400 East High Street</u>	<u>\$40.00</u>	<u>\$40.00</u>	<u>\$45.00</u>	<u>\$46.00</u>	<u>\$48.00</u>
<u>22</u>	<u>100 East McCarty Street</u>	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$69.00</u>
<u>24</u>	<u>400 Adams Street</u>	<u>\$20.00</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$26.00</u>	<u>\$26.00</u>
<u>25</u>	<u>100 West Miler Street</u>	<u>\$40.00</u>	<u>\$40.00</u>	<u>\$45.00</u>	<u>\$46.00</u>	<u>\$48.00</u>
<u>26</u>	<u>400 Broadway Street</u>	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$69.00</u>
<u>27</u>	<u>300 East Miller Stret</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>31</u>	<u>Madison and Ashley Streets</u>	<u>\$17.00</u>	<u>\$17.00</u>	<u>\$22.00</u>	<u>\$23.00</u>	<u>\$23.00</u>

(b) On-street locations:

Street Name	Block	Description	Rate Per Hour	Time Limit
Adams Street	200	Both sides	\$0.35	2 hours
Adams Street	300	Both sides, except Cole County Emergency Medical Services Parking (Cole Co. EMS)	\$0.35	10 hours
Broadway Street	200	Both sides, except first 6 metered spaces on east half extending north of the north curb line of High Street and 5 spaces on the west half and being south of a point 135 feet north of the north curb line of High St.	\$0.75	2 hours
Broadway Street	200	The first 6 metered spaces on east half extending north of the north curb line of High Street	\$0.75	10 hours
Broadway Street	300	Both sides	\$0.75	2 hours
Capitol Ave, East	100	Both sides except for 2 spaces beginning at a point 30' east of the east curb of Jefferson St. for 40'	\$1.00	10 hours
Capitol Ave, East	100	South side thereof, beginning 35' east of east curb of Jefferson St. for 40' (2 spaces).	\$1.00	10 hours
Capitol Ave, East	200	Both sides	\$0.35	2 hours
Capitol Ave, East	300	Both sides	\$0.35	2 hours
Capitol Ave, West	100	Both sides	\$1.00	10 hours
High Street, East	400	South Side, excluding the first 2 legal parking spaces, east of Adams St.	\$0.35	2 hours
High Street, East	400	North Side	\$0.35	4 hours
High Street, West	200	Both sides	\$0.75	2 hours

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

High Street, West	300	South side	\$0.75	2 hours
Jefferson Street	100	Both sides extending south from the alley to Capitol Ave.	\$1.00	10 hours
Jefferson Street	200	Both sides	\$0.75	2 hours
Jefferson Street	300	West side	\$0.35	90 minute
Jefferson Street	300	East side	\$0.35	90 minute
Jefferson Street	400	West side	\$0.35	10 hours
Jefferson Street	400	East side	\$0.35	2 hours
Madison Street	100	Both sides	\$1.00	10 hours
Madison Street	300	Both sides	\$0.35	2 hours
Madison Street	400	Both sides	\$0.35	2 hours
McCarty Street, East	100	Both sides	\$0.35	10 hours
McCarty Street, East	200	North side, between a point 160 feet east of the east curb of Madison Street to Monroe Street	\$0.35	10 hours
		North side, between Madison Street and a point 160 feet east of the east curb of Madison Street.	\$0.35	2 hours
McCarty Street, East	200	South side thereof, from Monroe St to a point being 110 feet east of the east curb of Madison St.	\$0.35	10 hours
		South side thereof, between points 30 and 110 feet east of the east curb of Madison Street.	\$0.35	2 hours
McCarty Street, West	100	Both sides	\$0.35	10 hours
McCarty Street, West	200	Both sides	\$0.75	10 hours
McCarty Street, West	300	North side	\$0.75	2 hours
Monroe Street	100	Both sides	\$0.35	10 hours
Monroe Street	200	Both sides	\$0.35	2 hours
Monroe Street	300	Both sides	\$0.35	2 hours
Monroe Street	400	Both sides	\$0.35	10 hours
Washington Street	300	West side, between High St. and Wall Way	\$0.35	2 hours
Washington Street	300	Both sides between McCarty St. and Wall Way	\$0.35	2 hours
Washington Street	400	Both sides	\$0.35	10 hours

On-street Time Limits:

<u>Street Name</u>	<u>Block</u>	<u>Description</u>	<u>Time Limit</u>
<u>W. Main Street</u>	<u>300</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>W. Main Street</u>	<u>400</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>W. Capitol Avenue</u>	<u>100</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>E. Capitol Avenue</u>	<u>100</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>E. Capitol Avenue</u>	<u>200</u>	<u>Both Sides</u>	<u>4 hours</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

<u>E. Capitol Avenue</u>	<u>300</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>W. High Street</u>	<u>200</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>W. High Street</u>	<u>300</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>E. High Street</u>	<u>400</u>	<u>Both Sides, excluding first two (2) legal parking spaces on south side, east of Adams Street</u>	<u>4 hours</u>
<u>W. McCarty Street</u>	<u>100</u>	<u>Both Sides</u>	<u>10 hours</u>
<u>W. McCarty Street</u>	<u>200</u>	<u>Both Sides</u>	<u>10 hours</u>
<u>E. McCarty Street</u>	<u>100</u>	<u>Both Sides</u>	<u>10 hours</u>
<u>E. McCarty Street</u>	<u>200</u>	<u>Both Sides</u>	<u>10 hours</u>
<u>Broadway Street</u>	<u>200</u>	<u>Both Sides, excluding first six (6) metered spaces on east half extending north of the north curb line of High Street</u>	<u>2 hours</u>
<u>Broadway Street</u>	<u>200</u>	<u>The first six (6) metered spaces on the east half extending north of the north curb line of High Street</u>	<u>10 hours</u>
<u>Broadway Street</u>	<u>300</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Washington Street</u>	<u>300</u>	<u>West Side</u>	<u>2 hours</u>
<u>Washington Street</u>	<u>300</u>	<u>East Side between McCarty Street and Wall Way</u>	<u>2 hours</u>
<u>Washington Street</u>	<u>400</u>	<u>Both Sides</u>	<u>10 hours</u>
<u>Jefferson Street</u>	<u>100</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>Jefferson Street</u>	<u>200</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>Jefferson Street</u>	<u>300</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Jefferson Street</u>	<u>400</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Madison Street</u>	<u>100</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>Madison Street</u>	<u>300</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Madison Street</u>	<u>400</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Monroe Street</u>	<u>100</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>Monroe Street</u>	<u>200</u>	<u>Both Sides</u>	<u>4 hours</u>
<u>Monroe Street</u>	<u>300</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Adams Street</u>	<u>200</u>	<u>Both Sides</u>	<u>2 hours</u>
<u>Adams Street</u>	<u>300</u>	<u>Both Sides except for Cole County Emergency Medical Services Parking (Cole County EMS)</u>	<u>10 hours</u>
<u>Jackson Street</u>	<u>200</u>	<u>Both Sides</u>	<u>10 hours</u>

On-street Hourly Rates:

<u>Street Name</u>	<u>Block</u>	<u>Effective Date- September 1</u>				
		<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<u>W. Main Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>W. Main Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>W. Capitol Avenue</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>E. Capitol Avenue</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>E. Capitol Avenue</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

<u>E. Capitol Avenue</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>W. High Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>W. High Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>E. High Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>W. McCarty Street</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>W. McCarty Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>W. McCarty Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>E. McCarty Street</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>E. McCarty Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Broadway Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Broadway Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Broadway Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Washington Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Washington Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Washington Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Jefferson Street</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Jefferson Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Jefferson Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$2.05</u>	<u>\$2.10</u>
<u>Jefferson Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Madison Street</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Madison Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Madison Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Monroe Street</u>	<u>100</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Monroe Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Monroe Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Monroe Street</u>	<u>400</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Adams Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Adams Street</u>	<u>300</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>
<u>Jackson Street</u>	<u>200</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.05</u>	<u>\$1.05</u>	<u>\$1.10</u>

(c) **Public Parking Garage- 210 Monroe Street**

<u>Parking Type</u>	<u>Effective Date</u>			
	<u>Garage Opening</u>	<u>Nov. 1, 2028</u>	<u>Nov. 1, 2029</u>	<u>Nov. 1, 2030</u>
<u>Monthly Permit Rate</u>	<u>\$155.00</u>	<u>\$155.00</u>	<u>\$160.00</u>	<u>\$165.00</u>
<u>Hourly Parking Rate</u>	<u>\$1.50</u>	<u>\$1.50</u>	<u>\$1.55</u>	<u>\$1.60</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

<u>Hourly</u> <u>Daily</u> <u>Maximum</u>	<u>\$12.00</u>	<u>\$12.00</u>	<u>\$12.50</u>	<u>\$13.00</u>
<u>Hotel Self-Park</u>	<u>\$12.00</u>	<u>\$12.00</u>	<u>\$12.50</u>	<u>\$13.00</u>
<u>Hotel Valet Park</u>	<u>\$14.00</u>	<u>\$14.00</u>	<u>\$14.50</u>	<u>\$15.00</u>

Section 4. Chapter 22 of the Code of the City of Jefferson, Missouri is hereby amended by the modification of:

Sec. 22-18. Metered parking.

- E. Parking meters shall be operated in the parking meter zones every day between the hours of 8:00 a.m. and 5:00 p.m., except Saturdays, Sundays and city holidays. City holidays ~~are as follows~~include: New Year's Day, Harry S Truman's Birthday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Martin Luther King, Jr.'s birthday. When a legal city holiday falls on a Saturday, the preceding Friday shall be observed. When the city holiday falls on a Sunday, the following Monday shall be observed.
- F. Parking meter spaces within the parking meter zones herein above established may be used for the parking of a vehicle for time periods as established in schedule N.
- G. It shall be unlawful and a violation of this section for any person:
3. To park a vehicle in a metered space for a period of time in excess of that allowed by the parking meter. ~~For parking meters with an indicated maximum time of 30 minutes or more or four hours or less, p~~Parking at a parking meter for longer than the indicated periods of time set forth in this chapter between the hours of 8:00 a.m. and 5:00 p.m. on the same calendar day, within the same ~~parking metered space or the same~~ parking metered zone, is prohibited, nor shall a vehicle be parked within the same parking metered zone more than once per ~~calendar day, except Sundays~~ regulated weekday. A parking meter zone shall constitute both sides of the street for a distance of a city block, which is defined as 417½ feet, or any city parking lot.

Sec. 22-19. Reserved parking meters.

- C. Reserved parking meter requests shall be made two business days in advance of bagging. Any request made less than two business days in advance will be subject to an additional same-day bagging fee of \$50.00.

Sec. 22-73. Parking meters to be free on certain days.

Parking meters in municipal parking lots and facilities shall be free on Saturdays, Sundays and City holidays. City holidays ~~are as follows~~include: New Year's Day, Harry S. Truman's Birthday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Martin Luther King, Jr.'s birthday. When a legal city holiday falls on a Saturday, the preceding Friday shall be observed. When the city holiday falls on a Sunday, the following Monday shall be observed.

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

~~PART B. MUNICIPAL PARKING GARAGE~~

~~Sec. 22-86. Name.~~

~~The off street motor vehicle parking garage of the City, located at the southeast corner of the intersection of Madison Street and Capitol Avenue, is hereby named the municipal parking garage.~~

~~Sec. 22-87. Management and control.~~

~~All matters relating to the operation and regulation of the municipal parking garage shall be vested primarily in the Department of Public Works.~~

~~Sec. 22-88. Reserved parking.~~

~~The Parking Director of Public Works or his/her designee will determine what levels and how many spaces will be rented on a monthly basis. All reserved spaces shall be subject to cancellation upon 30 days' written notice. The monthly parking fees for the reserved parking in the municipal garage shall be as set out in section 22-74.~~

~~Sec. 22-89. Nonreserved parking.~~

~~Each person parking a motor vehicle in the nonreserved parking spaces within the municipal garage shall pay the sum of \$0.50 per hour for the first and second hour or any fraction thereof during which the motor vehicle is parked and \$1.00 for each hour or fraction of an hour thereafter to a maximum of \$6.00 for each 24 hour period.~~

~~Sec. 22-90. Failure to pay parking garage fees.~~

~~It shall be unlawful for any person to remove any motor vehicle from the municipal parking garage without first paying the amount due the City for the period of time the motor vehicle was parked within the garage. Failure to pay parking garage fees could result in vehicle being immobilized by a wheel immobilizer.~~

~~Sec. 22-91. Duties generally of attendants.~~

~~The municipal parking garage attendants shall perform the following duties:~~

~~A. — Insure the issuance of a time stamped parking ticket, showing the date and time of entry to the operators of motor vehicles entering the garage.~~

~~B. — Time stamp the parking ticket, showing the date, time of exit and amount due for the parking of such vehicle, issued to the operators of motor vehicles leaving the garage.~~

~~C. — Collect the amount due from the operators of motor vehicles leaving the garage; provided, that the provisions of paragraphs A, B and C of this section shall not apply to the holders of currently valid parking passes.~~

~~D. — Use such time as is available to maintain the garage in a clean and presentable condition.~~

~~E. — Report to their supervisors any breakdown in the equipment within the garage, any dangerous condition on the premises or any unusual occurrences.~~

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

~~F. — Immediately report to the Police Department, for full investigation, all accidents occurring on the premises.~~

~~G. — Direct and control the movement of motor vehicle traffic into, within and out of the garage as necessary.~~

~~H. — Execute daily in full the eight hour shift reports, showing the number of tickets issued, the number of tickets collected, the number of parking tickets validated and the total shift parking receipts.~~

~~I. — Deposit in the after hour depository of the City depository the total receipts of each eight hour shift, with a bank deposit slip in the amount of the total receipts shown on the shift report.~~

~~J. — Perform such other duties as may be ordered by the Department of Public Works.~~

Sec. 22-92. Receipts and parking tickets.

~~All receipts and parking tickets issued in the parking garage shall bear an entrance and an exit time stamp and shall be retained by the director of the Department of Public Works until the general city audit has been completed. Upon notice of the accounting firm compiling the audit that the tickets are no longer required, they may, at the discretion of the director of the Department of Public Works, be destroyed. At the close of each day, all tickets and bank deposit receipts shall be delivered to the supervisor, who shall audit and confirm the deposit. If a ticket is lost, the attendant shall prepare a lost ticket voucher, showing time in, time out, the state license number and the amount charged. The fee for a lost ticket shall be \$6.00. Such ticket shall be signed by the parking customer.~~

Sec. 22-93. Parking validators.

~~A. — Businesses may apply for parking validators, which will be issued subject to prior approval of the Director of Public Works, when the business agrees to pay a \$25.00 deposit on the validating machine.~~

~~B. — The business must assign any interest income earned on the \$25.00 deposit to the City of Jefferson.~~

~~C. — The business is responsible for paying all the parking fees owed to the City for the validation services on a monthly basis. The business shall be charged a minimum monthly fee of \$10.00.~~

~~Secs. 22-94 — 22-110. Reserved.~~

Section 4. This Ordinance shall be in full force and effect from July 20, 2026.

Passed: _____

Approved: _____

Presiding Officer

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

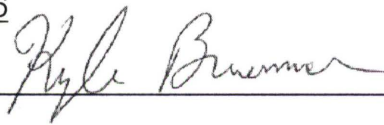
RESOLUTION SUMMARY

RESOLUTION NO: RS2026-21

SPONSOR: Councilmember Kampeter

SUBJECT: A Construction Contract with Stockman Construction Corp. for the Franklin Street Stormwater Project, Project No. 33094, Bid No. IFB4386

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with Stockman Construction Corp. in the amount of \$594,707.00 for the Franklin Street Stormwater Project.

Origin of Request: City Staff

Department Responsible: Public Works

Person Responsible: Kyle Bruemmer, P.E., David Bange, P.E.

Background Information: A failed stormwater pipe to the rear of the property addressed as 1101 Madison Street was made apparent when the pavement above it collapsed under the weight of a garbage truck. As a result of an agreement with the City and easements granted by the property owner, the City has designed a new stormwater system that will replace the existing failed system and will also place new inlets on Madison Street.

Fiscal Information:

Account	Available	Required	Remaining
46-990-576036	\$596,424.00	\$594,707.00	\$1,717.00

RESOLUTION

RS2026-21

Sponsored by Councilmember Kampeter

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH STOCKMAN CONSTRUCTION CORP., IN THE AMOUNT OF \$594,707.00 FOR THE FRANKLIN STREET STORMWATER PROJECT.

WHEREAS, Stockman Construction Corp. has become the apparent lowest and best bidder on the Franklin Street Stormwater project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Stockman Construction Corp. is declared to be the lowest and best bid and is hereby accepted for the Franklin Street Stormwater project.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Stockman Construction Corp. for the Franklin Street Stormwater project.

SECTION 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

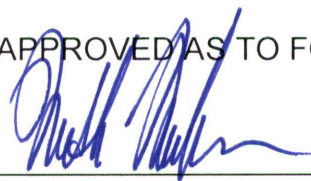
Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

Subject: Bid IFB4386 – Project No. 33094, Franklin Street Stormwater
Public Works - Opened July 21, 2026

RECOMMENDATION:

Staff recommends the award of Bid IFB4386 – Project No. 33094, Franklin Street Stormwater to Stockman Construction Corp of Jefferson City, MO. Stockman Construction Corp had the low bid at \$594,707.00.

BIDS RECEIVED:

Project Cost

Don Schnieders Excavating Co., Inc., Jefferson City, MO	\$694,547.00
M&M Landscaping and Construction, LLC, Jefferson City, MO	\$617,677.00
Stockman Construction Corp, Jefferson City, MO	\$594,707.00

This bid was advertised in the News Tribune on 07/05/2026 and posted on Bonfire. Bid notifications were sent to 5705 Vendors and there were 64 document takers.

Bids were evaluated by Public Works staff and Stockman Construction Corp was determined to be acceptable.

FISCAL NOTE:

Account	Available	Required	Remaining
46-990-576036	\$596,424.00	\$594,707.00	\$1,717.00

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: Megan A. Stephenson
Purchasing Agent 07/28/2026



Department of Public Works

Memorandum

320 E. McCarty Street • Jefferson City, Missouri 65101 • P 573-634-6410 • F 573-634-6562 • www.jeffcitymo.org

Date: July 24, 2026
To: Megan Stephenson, Purchasing Agent, Finance
From: David Bange, City Engineer *DPB*
Subject: **Franklin Street Stormwater
Project No. 33094
Bid No. IFB4386**

Public Works has completed a review of the bids opened at 1:30 P.M. on July 21, 2026 for the above noted project. As part of the review all the bids were tabulated to check for math errors and to compare unit price quotes of the various contractors.

Based on our review, we recommend acceptance of the bid from the low bidder Stockman Construction Corp., 2021 Idlewood Road, Jefferson City, MO 65109. The total amount of the contract will be \$594,707.00.

The project will be expensed as follows:

Stockman Construction Corp. (\$594,707.00):

Account Number:	Amount Available:	Required:	Remaining:
46-990-576036	\$596,424.00	\$594,707.00	\$1,717.00

If you need any other information please feel free to contact me at extension 6433.

DB:db

Attachments: Bid Tabulation Sheet, Plan Holders List

cc: Project file
Writer's file

**IFB4386 - Project 33094, Franklin Street Stormwater
Opened July 21, 2026**

		"As Read" Only Does Not Indicate Award		Total Cost		Don Schnieders Excavating Co., Inc		M&M Landscaping and Construction, LLC		Stockman Construction Corp	
						\$ 694,547.0		\$ 617,677.0		\$ 594,707.0	
#	Items	Unit of Measure	Approx. Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization	LS	1	\$ 25,000.0	\$ 25,000.0		\$ 30,000.0	\$ 30,000.0		\$ 9,000.0	\$ 9,000.0
#0-2	Traffic Control Phase 1	LS	1	\$ 420	\$ 420		\$ 1,200.0	\$ 1,200.0		\$ 800	\$ 800
#0-3	Traffic Control Phase 2	LS	1	\$ 2,525.0	\$ 2,525.0		\$ 2,750.0	\$ 2,750.0		\$ 2,925.0	\$ 2,925.0
#0-4	Traffic Control Phase 3	LS	1	\$ 1,875.0	\$ 1,875.0		\$ 2,250.0	\$ 2,250.0		\$ 2,050.0	\$ 2,050.0
#0-5	Traffic Control Phase 4	LS	1	\$ 2,875.0	\$ 2,875.0		\$ 3,250.0	\$ 3,250.0		\$ 7,700.0	\$ 7,700.0
#0-6	Traffic Control Phase 5	LS	1	\$ 1,575.0	\$ 1,575.0		\$ 2,250.0	\$ 2,250.0		\$ 6,500.0	\$ 6,500.0
#0-7	Straw Wattles	LF	50	\$ 10	\$ 500		\$ 8	\$ 400		\$ 12	\$ 600
#0-8	Inlet Protection	EA	5	\$ 165	\$ 825		\$ 200	\$ 1,000.0		\$ 200	\$ 1,000.0
#0-9	Removals	LS	1	\$ 47,997.0	\$ 47,997.0		\$ 37,500.0	\$ 37,500.0		\$ 61,000.0	\$ 61,000.0
#0-10	Earthwork	LS	1	\$ 22,995.0	\$ 22,995.0		\$ 53,500.0	\$ 53,500.0		\$ 16,500.0	\$ 16,500.0
#0-11	Rock Excavation	QY	30	\$ 300	\$ 9,000.0		\$ 240	\$ 7,200.0		\$ 215	\$ 6,450.0
#0-12	4'x4' Type C Inlet, Structures 3, 4, 7, & 8	EA	4	\$ 8,367.0	\$ 33,468.0		\$ 9,161.5	\$ 36,646.0		\$ 8,000.0	\$ 32,000.0
#0-13	4'x4' Junction Box, Structures 2, 5, 6, & 10	EA	4	\$ 8,130.0	\$ 32,520.0		\$ 7,195.75	\$ 28,783.0		\$ 7,900.0	\$ 31,600.0
#0-14	4'x8' Junction Box, Structure 1	EA	1	\$ 13,692.0	\$ 13,692.0		\$ 9,885.0	\$ 9,885.0		\$ 10,000.0	\$ 10,000.0
#0-15	Grated Inlet, Structure 9	EA	1	\$ 8,154.0	\$ 8,154.0		\$ 8,328.0	\$ 8,328.0		\$ 8,950.0	\$ 8,950.0
#0-16	Grated Inlet, Structure 14	EA	1	\$ 17,428.0	\$ 17,428.0		\$ 14,696.0	\$ 14,696.0		\$ 29,000.0	\$ 29,000.0
#0-17	15" CMP Elbow & Pipe Connection to Structure 4	LS	1	\$ 5,235.0	\$ 5,235.0		\$ 665	\$ 665		\$ 1,250.0	\$ 1,250.0
#0-18	15" Dia. N-12 Dual Wall Pipe	LF	230	\$ 150	\$ 34,500.0		\$ 79	\$ 18,170.0		\$ 175	\$ 40,250.0
#0-19	30" Dia. N-12 Dual Wall Pipe	LF	355	\$ 151	\$ 53,605.0		\$ 121	\$ 42,955.0		\$ 235	\$ 83,425.0
#0-20	Pipe Abandonment	CY	35	\$ 1,611.0	\$ 56,385.0		\$ 1,430.0	\$ 50,050.0		\$ 400	\$ 14,000.0
#0-21	Solid Block Modular Block Wall	SFF	65	\$ 243	\$ 15,795.0		\$ 75	\$ 4,875.0		\$ 144	\$ 9,360.0
#0-22	Cap Block for Solid Block Wall	LF	40	\$ 88	\$ 3,520.0		\$ 40	\$ 1,600.0		\$ 45	\$ 1,800.0
#0-23	Sub Grade Stabilization	TON	400	\$ 44	\$ 17,600.0		\$ 50	\$ 20,000.0		\$ 42.5	\$ 17,000.0
#0-24	3" Thick Compacted Stone Base	SY	718	\$ 13	\$ 9,334.0		\$ 11	\$ 7,898.0		\$ 17	\$ 12,206.0
#0-25	Type "A" Curb and Gutter	LF	307	\$ 224	\$ 68,768.0		\$ 101	\$ 31,007.0		\$ 100	\$ 30,700.0
#0-26	8" Thick PCC Commercial Approach	SY	46	\$ 362	\$ 16,652.0		\$ 214	\$ 9,844.0		\$ 250	\$ 11,500.0
#0-27	9 1/2" Thick Concrete Pavement	SY	195	\$ 176	\$ 34,320.0		\$ 184	\$ 35,880.0		\$ 133	\$ 25,935.0
#0-28	7" Thick Concrete Pavement	SY	392	\$ 117	\$ 45,864.0		\$ 148	\$ 58,016.0		\$ 98	\$ 38,416.0
#0-29	6" Thick Concrete Pavement	SY	418	\$ 103	\$ 43,054.0		\$ 118	\$ 49,324.0		\$ 87	\$ 36,366.0
#0-30	4" Thick Concrete Sidewalk	SY	114	\$ 196	\$ 22,344.0		\$ 163	\$ 18,582.0		\$ 130	\$ 14,820.0
#0-31	Monolithic Concrete Toe Wall	LF	27	\$ 153	\$ 4,131.0		\$ 150	\$ 4,050.0		\$ 135	\$ 3,645.0
#0-32	6" Thick Concrete Sidewalk	SY	13	\$ 387	\$ 5,031.0		\$ 171	\$ 2,223.0		\$ 410	\$ 5,330.0
#0-33	Detectable Warning Panels	SF	30	\$ 33	\$ 990		\$ 50	\$ 1,500.0		\$ 36	\$ 1,080.0
#0-34	Pedestrian Fencing	LF	58	\$ 480	\$ 27,840.0		\$ 150	\$ 8,700.0		\$ 178	\$ 10,324.0
#0-35	Relocate Street Sign	EA	1	\$ 440	\$ 440		\$ 450	\$ 450		\$ 550	\$ 550
#0-36	Relocate/Modify Irrigation Control Box	LS	1	\$ 3,300.0	\$ 3,300.0		\$ 3,750.0	\$ 3,750.0		\$ 675	\$ 675
#0-37	Seeding and Mulching	LS	1	\$ 4,990.0	\$ 4,990.0		\$ 8,500.0	\$ 8,500.0		\$ 10,000.0	\$ 10,000.0

CITY OF JEFFERSON
BID TABULATION
FRANKLIN STREET STORMWATER
PROJECT NO. 33094

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Stockman Construction Corp.		M & M Landscaping		Don Schneider's Excavating Company, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$9,000.00	\$9,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
2	Traffic Control Phase 1	LS	1	\$800.00	\$800.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$420.00	\$420.00
3	Traffic Control Phase 2	LS	1	\$3,850.00	\$3,850.00	\$2,925.00	\$2,925.00	\$2,750.00	\$2,750.00	\$2,525.00	\$2,525.00
4	Traffic Control Phase 3	LS	1	\$2,300.00	\$2,300.00	\$2,050.00	\$2,050.00	\$2,250.00	\$2,250.00	\$1,875.00	\$1,875.00
5	Traffic Control Phase 4	LS	1	\$3,650.00	\$3,650.00	\$7,700.00	\$7,700.00	\$3,250.00	\$3,250.00	\$2,875.00	\$2,875.00
6	Traffic Control Phase 5	LS	1	\$2,230.00	\$2,230.00	\$6,500.00	\$6,500.00	\$2,250.00	\$2,250.00	\$1,575.00	\$1,575.00
7	Straw Wattles	LF	50	\$6.50	\$325.00	\$12.00	\$600.00	\$8.00	\$400.00	\$10.00	\$500.00
8	Inlet Protection	EA	5	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$165.00	\$825.00
9	Removals	LS	1	\$30,000.00	\$30,000.00	\$61,000.00	\$61,000.00	\$37,500.00	\$37,500.00	\$47,997.00	\$47,997.00
10	Earthwork	LS	1	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$53,500.00	\$53,500.00	\$22,995.00	\$22,995.00
11	Rock Excavation	QY	30	\$250.00	\$7,500.00	\$215.00	\$6,450.00	\$240.00	\$7,200.00	\$300.00	\$9,000.00
12	4'x4' Type C Inlet, Structures 3, 4, 7, & 8	EA	4	\$12,000.00	\$48,000.00	\$8,000.00	\$32,000.00	\$9,161.50	\$36,646.00	\$8,367.00	\$33,468.00
13	4'x4' Junction Box, Structures 2, 5, 6, & 10	EA	4	\$10,000.00	\$40,000.00	\$7,900.00	\$31,600.00	\$7,195.75	\$28,783.00	\$8,130.00	\$32,520.00
14	4'x8' Junction Box, Structure 1	EA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,885.00	\$9,885.00	\$13,692.00	\$13,692.00
15	Grated Inlet, Structure 9	EA	1	\$9,000.00	\$9,000.00	\$8,950.00	\$8,950.00	\$8,328.00	\$8,328.00	\$8,154.00	\$8,154.00
16	Grated Inlet, Structure 14	EA	1	\$18,000.00	\$18,000.00	\$29,000.00	\$29,000.00	\$14,696.00	\$14,696.00	\$17,428.00	\$17,428.00
17	15" CMP Elbow & Pipe Connection to Structure 4	LS	1	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$665.00	\$665.00	\$5,235.00	\$5,235.00
18	15" Dia. N-12 Dual Wall Pipe	LF	230	\$200.00	\$46,000.00	\$175.00	\$40,250.00	\$79.00	\$18,170.00	\$150.00	\$34,500.00
19	30" Dia. N-12 Dual Wall Pipe	LF	355	\$320.00	\$113,600.00	\$235.00	\$83,425.00	\$121.00	\$42,955.00	\$151.00	\$53,605.00
20	Pipe Abandonment	CY	35	\$150.00	\$5,250.00	\$400.00	\$14,000.00	\$1,430.00	\$50,050.00	\$1,611.00	\$56,385.00
21	Solid Block Modular Block Wall	SFF	65	\$45.00	\$2,925.00	\$144.00	\$9,360.00	\$75.00	\$4,875.00	\$243.00	\$15,795.00
22	Cap Block for Solid Block Wall	LF	40	\$15.00	\$600.00	\$45.00	\$1,800.00	\$40.00	\$1,600.00	\$88.00	\$3,520.00
23	Sub Grade Stabilization	TON	400	\$62.00	\$24,800.00	\$42.50	\$17,000.00	\$50.00	\$20,000.00	\$44.00	\$17,600.00
24	3" Thick Compacted Stone Base	SY	718	\$10.00	\$7,180.00	\$17.00	\$12,206.00	\$11.00	\$7,898.00	\$13.00	\$9,334.00
25	Type "A" Curb and Gutter	LF	307	\$53.00	\$16,271.00	\$100.00	\$30,700.00	\$101.00	\$31,007.00	\$224.00	\$68,768.00
26	8" Thick PCC Commercial Approach	SY	46	\$120.00	\$5,520.00	\$250.00	\$11,500.00	\$214.00	\$9,844.00	\$362.00	\$16,652.00
27	9 1/2" Thick Concrete Pavement	SY	195	\$145.00	\$28,275.00	\$133.00	\$25,935.00	\$184.00	\$35,880.00	\$176.00	\$34,320.00
28	7" Thick Concrete Pavement	SY	392	\$115.00	\$45,080.00	\$98.00	\$38,416.00	\$148.00	\$58,016.00	\$117.00	\$45,864.00
29	6" Thick Concrete Pavement	SY	418	\$110.00	\$45,980.00	\$87.00	\$36,366.00	\$118.00	\$49,324.00	\$103.00	\$43,054.00
30	4" Thick Concrete Sidewalk	SY	114	\$75.00	\$8,550.00	\$130.00	\$14,820.00	\$163.00	\$18,582.00	\$196.00	\$22,344.00
31	Monolithic Concrete Toe Wall	LF	27	\$75.00	\$2,025.00	\$135.00	\$3,645.00	\$150.00	\$4,050.00	\$153.00	\$4,131.00
32	6" Thick Concrete Sidewalk Ramps	SY	13	\$95.00	\$1,235.00	\$410.00	\$5,330.00	\$171.00	\$2,223.00	\$387.00	\$5,031.00
33	Detectable Warning Panels	SF	30	\$34.00	\$1,020.00	\$36.00	\$1,080.00	\$50.00	\$1,500.00	\$33.00	\$990.00
34	Pedestrian Fencing	LF	58	\$100.00	\$5,800.00	\$178.00	\$10,324.00	\$150.00	\$8,700.00	\$480.00	\$27,840.00
35	Relocate Street Sign	EA	1	\$300.00	\$300.00	\$550.00	\$550.00	\$450.00	\$450.00	\$440.00	\$440.00
36	Relocate/Modify Irrigation Control Box	LS	1	\$1,500.00	\$1,500.00	\$675.00	\$675.00	\$3,750.00	\$3,750.00	\$3,300.00	\$3,300.00
37	Seeding and Mulching	LS	1	\$1,200.00	\$1,200.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$4,990.00	\$4,990.00
TOTAL BASE BID					\$601,266.00		\$594,707.00		\$617,677.00		\$694,547.00
% OVER/UNDER ENGINEER'S EST.							-1.1%		2.7%		15.5%

**CITY OF JEFFERSON
CONSTRUCTION CONTRACT**

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between **Stockman Construction Corp.** hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

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

Project No. 33094, Franklin Street Stormwater.

NOW THEREFORE, the parties to this contract agree to the following:

1. **Scope of Services.**

Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled "**Franklin Street Stormwater**" in accordance with the plans and specifications on file with the Department of Public Works.

2. **Payment.**

The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated **July 21, 2026** which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed **Five Hundred Ninety-Four Thousand Seven Hundred Seven Dollars and Zero Cents (\$594,707.00)**.

3. **Manner and time for Completion.**

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **90 working days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. **Prevailing Wages.**

To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal Employment Standards of the Department of Labor. Contractor acknowledges that Contractor knows the prevailing hourly rate of wages for this project because

Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 33, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Employer's Liability	\$3,500,000 bodily injury by accident (each accident) \$3,500,000 bodily injury by disease (each employee) \$3,500,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

(d) **Owner's Protective Liability Insurance** - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) **Subcontracts** - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) **Scope of Insurance and Special Hazard**. The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. Contractor's Responsibility for Subcontractors.

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

City or between any subcontractors.

7. **Liquidated Damages.**

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. **Termination.**

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

9. **City's Right to Proceed.**

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

10. **Indemnity.**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or

on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. Payment for Labor and Materials.

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. Supplies.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. **Knowledge of Local Conditions.**

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. **Severability.**

If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. **Governing Law.**

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. **Contract Documents.**

The contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Contract | f. General Provisions |
| b. Addenda | g. Special Provisions |
| c. Information for Bidders | h. Technical Specifications |
| d. Notice to Bidders | i. Drawing and/or Sketches |
| e. Signed Copy of Bid | |

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. **Complete Understanding, Merger.**

Parties agree that this document including those documents described in the section entitled "Contract Documents" represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. **Authorship and Enforcement.**

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. **Amendments.**

This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the

City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. Waiver of Breach

Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. Assignment

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. Nondiscrimination

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. Illegal Immigration

Prior to commencement of the work:

- A. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- B. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services Contractor agrees in the performance.
- C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. OSHA Training

Prior to commencement of the work:

- A. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- B. All employees subject to this provision are required to complete the program within sixty days of beginning work on such construction project.
- C. Any employee, agent or subcontractor of the Contractor subject to this provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such

documentation after which time they shall be removed from the project.

- D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
- E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. Transient Employers.

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

27. Notices.

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at **2021 Idlewood Road, Jefferson City, MO 65109**. The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

CONTRACTOR

Mayor: Ron Fitzwater

Title:

Date:

Date:

ATTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:



City Attorney

RESOLUTION SUMMARY

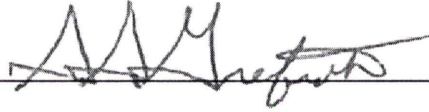
RESOLUTION NO: RS2026-22

SPONSOR: Councilmember Hoselton

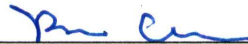
SUBJECT: Authorizing an Application for Outdoor Recreation Legacy Partnership Grant

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): _____



CITY ADMINISTRATOR: _____



Staff Recommendation: Approve.

Summary: JC Parks intends to apply for an Outdoor Recreation Legacy Partnership (ORLP) Grant to help fund the development of an inclusive playground and other park improvements at Washington Park. Inclusive playgrounds are designed to provide children of all abilities with the opportunity to play together by removing physical and social barriers, creating a more accessible, welcoming, and engaging play environment for everyone. In addition to the inclusive playground, the project will include other park enhancements that improve accessibility and expand recreational opportunities for the community. The total grant request is still being finalized but is currently estimated at approximately \$2 million. The ORLP Grant requires a 50% local match, with the final matching amount to be based on the total project cost.

Origin of Request: JC Parks

Department Responsible: JC Parks

Person Responsible: Aaron Grefrath

Background Information: Washington Park is an ideal location for an inclusive playground due to its central location within Jefferson City and its accessibility to residents and visitors from across the community. The park's direct connection to the Greenway Trail further enhances its accessibility by providing safe, convenient access for pedestrians, cyclists, and individuals using mobility devices.

Fiscal Information: If awarded and subsequently accepted by the City Council, the City could receive an estimated \$1 million dollars in funding.

RESOLUTION

RS2026-22

Sponsored by Councilmember Hoselton

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON TO APPLY FOR AN OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT

WHEREAS, the City of Jefferson has the opportunity to apply for the Outdoor Recreation Legacy Partnership grant; and

WHEREAS, the purpose of the grant is design and construction of an inclusive playground to be located at Washington Park; and

WHEREAS, the grant, if awarded, would provide funding for the City for the purpose stated above; and

WHEREAS, the grant would require the City to match 50% of the playground project costs; and

WHEREAS, receiving said grant would benefit the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jefferson Missouri supports and authorizes the City Administrator, or his designee to execute and submit the necessary application to obtain funding for the Outdoor Recreation Legacy Partnership grant.

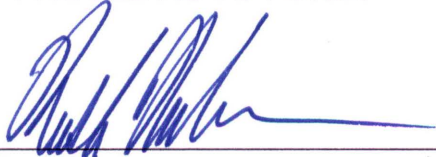
Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

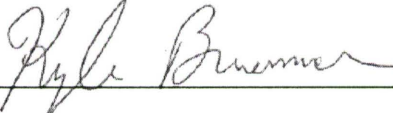
RESOLUTION SUMMARY

BILL NO: RS2026-23

SPONSOR: Councilmember Kampeter

SUBJECT: A Construction Contract with GWH Landscape Contracting LLC for the Concrete Pavement Repair 2026 project, Project No. 32205, Bid No. IFB4387

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with GWH Landscape Contracting LLC in the amount of \$276,463.91 for the Concrete Pavement Repair 2026.

Origin of Request: City Staff

Department Responsible: Public Works

Person Responsible: Kyle Bruemmer, P.E., David Bange, P.E.

Background Information: This contract will allow for the replacement of failed concrete street panels as well as adjoining curb and gutter. This is part of the overall street maintenance program. The primary location of the work is in the Covington Garden Subdivision.

Fiscal Information:

Account	Available	Required	Remaining
46-990-577083	\$400,000.00	\$276,463.91	\$123,536.09

RESOLUTION

RS2026-23

Sponsored by Councilmember Kampeter

**A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH GWH
LANDSCAPE CONTRACTING LLC, IN THE AMOUNT OF \$276,463.91 FOR THE
CONCRETE PAVEMENT REPAIR 2026 PROJECT**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS
FOLLOWS:

WHEREAS, GWH Landscape Contracting LLC has become the apparent lowest and
best bidder on the Concrete Pavement Repair 2026 project;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
JEFFERSON, MISSOURI, AS FOLLOWS:**

SECTION 1. The bid of GWH Landscape Contracting LLC is declared to be the
lowest and best bid and is hereby accepted for the Concrete Pavement Repair 2026
project.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute an
agreement with GWH Landscape Contracting LLC for the Concrete Pavement Repair
2026 project.

SECTION 3. The agreement shall be substantially the same in form and content
as that agreement attached hereto as Exhibit A.

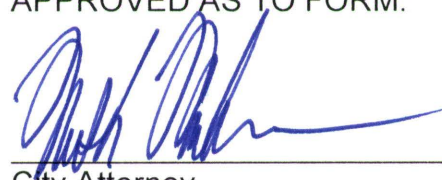
Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

Subject: Bid IFB4387 – Project No. 32205, Concrete Pavement Repair 2026
Public Works - Opened July 23, 2026

RECOMMENDATION:

Staff recommends the award of Bid IFB4387 – Project No. 32205, Concrete Pavement Repair 2026 to GWH Landscape Contracting LLC of Jefferson City, MO. GWH Landscape Contracting LLC had the low bid at \$276,463.91.

BIDS RECEIVED:	<u>Project Cost</u>
B&P Patterson LLC, Linn, MO	\$376,253.00
Concrete Solution LLC, Linn, MO	\$285,291.00
Don Schnieders Excavating Co., Inc., Jefferson City, MO	\$400,773.00
Double Arch Construction LLC, Florence, MO	\$309,070.00
Drinkard Construction LLC Get It, California, MO	\$409,684.00
GWH Landscape Contracting LLC, Jefferson City, MO	\$276,463.91
M&M Landscaping and Construction LLC, Eugene, MO	\$558,195.00
Sam Gaines Construction Inc, New Bloomfield, MO	\$316,095.00
Stockman Construction Corp, Jefferson City, MO	\$312,887.50
TB Dozing and Excavation, Jamestown, MO	\$420,715.00

This bid was advertised in the News Tribune on 07/08/2026 and posted on Bonfire. Bid notifications were sent to 5832 Vendors and there were 57 document takers.

Bids were evaluated by Public Works staff and GWH Landscape Contracting LLC was determined to be acceptable.

FISCAL NOTE:

Account	Available	Required	Remaining
46-990-577083	\$400,000.00	\$276,463.91	\$123,536.09

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: Megan Stephenson
Purchasing Agent 07/27/2026

"As Read" Only Does Not Indicate Award				B&P Patterson LLC		Concrete Solution LLC		Don Schnieders		Double Arch		Drinkard Construction	
Total Cost				\$376,253.00		\$285,291.00		\$400,773.00		\$309,070.00		\$409,684.00	
#	Items	Unit of Measure	Approximate Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
No Basket: Totals					\$376,253.00		\$285,291.00		\$400,773.00		\$309,070.00		\$409,684.00
#0-1	Mobilization	LS	1	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00	\$55,424.00	\$55,424.00
#0-2	Traffic Control	LS	1	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
#0-3	Inlet Protection	EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$100.00	\$800.00	\$350.00	\$2,800.00
#0-4	Subgrade Stabilization	TON	50	\$120.00	\$6,000.00	\$78.00	\$3,900.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00	\$65.00	\$3,250.00
#0-5	Type A Curb & Gutter	LF	1051	\$78.00	\$81,978.00	\$64.00	\$67,264.00	\$90.00	\$94,590.00	\$70.00	\$73,570.00	\$65.00	\$68,315.00
#0-6	6" Concrete Pavement	SY	1773	\$135.00	\$239,355.00	\$98.00	\$173,754.00	\$123.00	\$218,079.00	\$100.00	\$177,300.00	\$140.00	\$248,220.00
#0-7	6" Concrete Residential Approach	SY	30	\$200.00	\$6,000.00	\$109.00	\$3,270.00	\$435.00	\$13,050.00	\$150.00	\$4,500.00	\$140.00	\$4,200.00
#0-8	6" Concrete Sidewalk Ramp	SY	41	\$150.00	\$6,150.00	\$115.00	\$4,715.00	\$442.00	\$18,122.00	\$200.00	\$8,200.00	\$150.00	\$6,150.00
#0-9	4" Concrete Sidewalk	SY	97	\$150.00	\$14,550.00	\$84.00	\$8,148.00	\$206.00	\$19,982.00	\$100.00	\$9,700.00	\$125.00	\$12,125.00
#0-10	Detectable Warning Panels	SF	60	\$45.00	\$2,700.00	\$34.00	\$2,040.00	\$35.00	\$2,100.00	\$50.00	\$3,000.00	\$25.00	\$1,500.00
#0-11	Relocate Street Light	EA	1	\$2,120.00	\$2,120.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00
#0-12	Seeding and Mulching	LS	1	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$11,000.00	\$11,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00

				GWH Landscape Contracting LLC		M&M Landscaping and Construction LLC		Sam Gaines Construction Inc		Stockman Construction Corp		TB Dozing and Excavation	
				\$276,463.91		\$558,195.00		\$316,095.00		\$312,887.50		\$420,715.00	
#	Items	Unit of Measure	Approximate Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
No Basket: Totals					\$276,463.91		\$558,195.00		\$316,095.00		\$312,887.50		\$420,715.00
#0-1	Mobilization	LS	1	\$4,850.00	\$4,850.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$22,000.00	\$22,000.00
#0-2	Traffic Control	LS	1	\$3,390.00	\$3,390.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1,750.00	\$1,750.00	\$6,000.00	\$6,000.00
#0-3	Inlet Protection	EA	8	\$180.00	\$1,440.00	\$200.00	\$1,600.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00	\$150.00	\$1,200.00
#0-4	Subgrade Stabilization	TON	50	\$51.37	\$2,568.50	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$63.00	\$3,150.00	\$200.00	\$10,000.00
#0-5	Type A Curb & Gutter	LF	1051	\$63.57	\$66,812.07	\$163.00	\$171,313.00	\$75.00	\$78,825.00	\$70.00	\$73,570.00	\$80.00	\$84,080.00
#0-6	6" Concrete Pavement	SY	1773	\$93.32	\$165,456.36	\$177.00	\$313,821.00	\$110.00	\$195,030.00	\$102.50	\$181,732.50	\$150.00	\$265,950.00
#0-7	6" Concrete Residential Approach	SY	30	\$146.44	\$4,393.20	\$167.00	\$5,010.00	\$200.00	\$6,000.00	\$250.00	\$7,500.00	\$145.00	\$4,350.00
#0-8	6" Concrete Sidewalk Ramp	SY	41	\$157.63	\$6,462.83	\$175.00	\$7,175.00	\$200.00	\$8,200.00	\$300.00	\$12,300.00	\$150.00	\$6,150.00
#0-9	4" Concrete Sidewalk	SY	97	\$116.35	\$11,285.95	\$158.00	\$15,326.00	\$100.00	\$9,700.00	\$130.00	\$12,610.00	\$105.00	\$10,185.00
#0-10	Detectable Warning Panels	SF	60	\$45.00	\$2,700.00	\$85.00	\$5,100.00	\$42.00	\$2,520.00	\$30.00	\$1,800.00	\$75.00	\$4,500.00
#0-11	Relocate Street Light	EA	1	\$2,395.00	\$2,395.00	\$850.00	\$850.00	\$2,120.00	\$2,120.00	\$2,575.00	\$2,575.00	\$2,500.00	\$2,500.00
#0-12	Seeding and Mulching	LS	1	\$4,710.00	\$4,710.00	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,800.00	\$3,800.00



Department of Public Works

Memorandum

320 E. McCarty Street • Jefferson City, Missouri 65101 • P 573-634-6410 • F 573-634-6562 • www.jeffcitymo.org

Date: July 27, 2026
To: Megan Stephenson, Purchasing Agent, Finance
From: David Bange, City Engineer *DPB*
Subject: **Concrete Pavement Repair 2026**
Project No. 32205
Bid No. IFB4387

Public Works has completed a review of the bids opened at 1:30 P.M. on July 23, 2026 for the above noted project. As part of the review all the bids were tabulated to check for math errors and to compare unit price quotes of the various contractors. Attached to this memo is the tabulation of the Ten (10) bids that were received for the project.

Based on our review, we recommend acceptance of the bid from the low bidder GWH Landscape Contracting LLC, 7605 Clarose Drive, Jefferson City, MO 65109. The total amount of the contract will be \$276,463.91.

The project will be expensed as follows:

GWH Landscape Contracting LLC (\$276,463.91):

Account Number:	Amount Available:	Required:	Remaining:
46-990-577083	\$400,000.00	\$276,463.91	\$123,536.09

If you need any other information please feel free to contact me at extension 6433.

DB:db

Attachments: Bid Tabulation Sheet, Plan Holders List

cc: Project file
Writer's file

**CITY OF JEFFERSON
CONSTRUCTION CONTRACT**

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between **GWH Landscape Contracting LLC** hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

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

Project No. 32205, Concrete Pavement Repair 2026.

NOW THEREFORE, the parties to this contract agree to the following:

1. **Scope of Services.**

Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled "**Concrete Pavement Repair 2026**" in accordance with the plans and specifications on file with the Department of Public Works.

2. **Payment.**

The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated **July 22, 2026** which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed **Two Hundred Seventy-Six Thousand Four Hundred Sixty-Three Dollars and Ninety-One Cents (\$276,463.91)**.

3. **Manner and time for Completion.**

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **60 working days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. **Prevailing Wages.**

To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal Employment Standards of the Department of Labor. Contractor acknowledges that

Contractor knows the prevailing hourly rate of wages for this project because Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 33, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Employer's Liability	\$3,500,000 bodily injury by accident (each accident) \$3,500,000 bodily injury by disease (each employee) \$3,500,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests

shall appear.

(d) **Owner's Protective Liability Insurance** - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) **Subcontracts** - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) **Scope of Insurance and Special Hazard.** The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. Contractor's Responsibility for Subcontractors.

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may

exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.

7. **Liquidated Damages.**

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. **Termination.**

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

9. **City's Right to Proceed.**

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

10. **Indemnity.**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and defend, indemnify and hold harmless the City, its officers,

engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. Payment for Labor and Materials.

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. Supplies.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as

may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. Knowledge of Local Conditions.

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. Severability.

If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. Contract Documents.

The contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Contract | f. General Provisions |
| b. Addenda | g. Special Provisions |
| c. Information for Bidders | h. Technical Specifications |
| d. Notice to Bidders | i. Drawing and/or Sketches |
| e. Signed Copy of Bid | |

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. Complete Understanding, Merger.

Parties agree that this document including those documents described in the section entitled "Contract Documents" represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. **Waiver of Breach.**

Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. **Assignment.**

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. **Nondiscrimination.**

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Illegal Immigration.**

Prior to commencement of the work:

- A. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- B. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services Contractor agrees in the performance.
- C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. **OSHA Training**

Prior to commencement of the work:

- A. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- B. All employees subject to this provision are required to complete the program within sixty days of beginning work on such construction project.
- C. Any employee, agent or subcontractor of the Contractor subject to this

provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such documentation after which time they shall be removed from the project.

- D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
- E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. **Transient Employers.**

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

27. **Notices.**

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at **7605 Clarose Drive, Jefferson City, MO 65109**. The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

CONTRACTOR

Mayor: Ron Fitzwater

Title:

Date:

Date:

ATTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:



City Attorney

RESOLUTION SUMMARY

RESOLUTION NO: RS2026-24

SPONSOR: Councilmember Ahlers

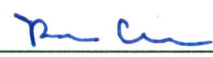
SUBJECT: Authorizing a renewal of the Ameren Franchise Agreement

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): _____



CITY ADMINISTRATOR: _____



Summary: This resolution would authorize the Mayor to renew the franchise agreement with Ameren.

Origin of Request: Administration

Department Responsible: Law

Person Responsible: Nathan Nickolaus, City Attorney

Franchise agreements generally run twenty years. The City has had a franchise agreement with Ameren (under all of its former names) for decades. As such we need to periodically renew these agreements. The terms are unchanged.

Fiscal Information: City receives approximately \$5 million per year from this agreement.

RESOLUTION

RS2026-24

Sponsored by Councilmember Ahlers

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING A FRANCHISE AGREEMENT WITH AMEREN UE

WHEREAS, the City of Jefferson has had a Franchise Agreement with Ameren UE; and

WHEREAS, that Franchise Agreement will expire, and both parties wish to renew the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Jefferson, Missouri the Mayor is hereby authorized to execute a Franchise Agreement with Ameren, formerly known as Ameren UE in form substantially similar to the attached Exhibit A.

Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

FRANCHISE AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this ____ day of August 2026, by and between Union Electric Company d/b/a Ameren Missouri, a Missouri corporation ("Company") and the City of Jefferson, Missouri, a municipal corporation ("City").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to, renews, and vests to Company, its successors and assigns, a non-exclusive franchise, right, permission, and authority to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers, underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City, as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity and gas for light, heat, power and other purposes within said City and in territory adjacent to said City, and for the purpose of transmitting electricity and gas through said City; all such equipment, appliances and apparatus shall be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission, and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers as fully set forth in this Agreement as follows:

1. All facilities of the Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All rules and regulations of the Missouri Public Service Commission applicable to the rights, privileges, and authority granted by this Agreement, in the event of conflict herewith, shall govern.

2. In order for Company to render efficient and continuous electrical service, it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunks and branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

3. The rights, privileges, and authority hereby granted shall inure to and be vested in Company, its successors, and assigns successively, subject to all of the terms, provisions, and conditions herein contained, and each of the obligations hereby imposed upon Company shall

devolve and be binding upon its successors and assigns, successively, in the same manner.

4. This Agreement shall confer no right, privilege, or authority on Company, its successors, or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of Resolution RS2026-24 file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

5. This Agreement, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue, and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

6. The City acknowledges that Company is vested in rights, permissions, and authority independent of this Agreement. Neither acceptance of this Agreement nor compliance with its provisions shall impair in any way, or waive any right, permission, or authority which Company may have independent of this Agreement. In addition, neither use by Company of public property or places as authorized by this Agreement nor service rendered by Company in said City shall be treated as use solely of the rights, permission, and authority provided for by this Agreement and in no way shall indicate non-use of any right, permission, or authority vested in the Company independent of this Agreement. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges, or other public places during the term of this Agreement, City agrees to use reasonable efforts to reserve unto Company the rights, privileges, and authority herein given and granted to the Company in upon, along, over, and across each and all of such vacated premises which are at the time in use by the Company.

7. Subject to the requirements of Mo. Rev. Stat. §§ 67.1830 - 67.1846, this Agreement shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities which do not require excavation.

8. If any provision of this Agreement, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

9. If, at any time, during the term of this Agreement, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing, and distributing electricity and/or gas for light, heat, power, or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Agreement to provide Company such more favorable treatment, terms, or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable treatment, terms, or conditions.

10. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental, or other charge during the term of this

Agreement, on all poles, conductors, wires, cables, conduits, equipment, and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way, or other public places within the City. This provision shall not relieve the Company of its obligations under the City's gross receipts utility tax.

11. This Agreement shall take effect and the rights, privileges, and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Agreement shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of Resolution RS2026-24, a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Ron Fitzwater, Mayor
City of Jefferson City, Missouri

Union Electric Company
d/b/a Ameren Missouri

ATTEST:

Emily Donaldson, City Clerk

RESOLUTION SUMMARY

RESOLUTION NO: RS2026-25

SPONSOR: Councilmember Leuckel

SUBJECT: Authorizing a Preliminary Funding Agreement for a Potential TIF Revenue and/or CID Revenue Bond Issuance Regarding the St. Mary's Hospital TIF

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S):  _____

CITY ADMINISTRATOR:  _____

Summary: This resolution would authorize the City Administrator to execute a Preliminary Funding Agreement with F&F Development, the developers of the St. Mary's Hospital TIF and CID, which was approved in August 2017. This Preliminary Funding Agreement would cover the City's costs in reviewing and negotiating the developer's request for issuance of TIF Revenue and/or CID Revenue bonds through the St. Mary's Hospital TIF and St. Mary's Hospital CID.

Origin of Request: Administration

Department Responsible: Law

Person Responsible: Nathan Nickolaus, City Attorney

The City enters into Preliminary Funding Agreements to review and negotiate economic development incentives requests. The scope of the Preliminary Funding Agreement is specific to the types of incentives requested by the Developer. Under this Preliminary Funding Agreement, the Developer agrees to provide up to \$35,000 to cover the City's costs. If the City's costs reach \$35,000 before the City Council considers the proposed incentives, the City and the Developer will decide whether to continue review and negotiations of the proposed incentive or to end review and negotiations. The Agreement covers the City's legal and financial costs in review and negotiation of the requested incentive.

Fiscal Information: City will receive a maximum of \$35,000 under this Agreement.

RESOLUTION

RS2026-25

Sponsored by Councilmember Leuckel

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING A FUNDING AGREEMENT WITH F&F DEVELOPMENT, DEVELOPERS OF THE ST. MARY'S HOSPITAL TIF AND CID

WHEREAS, when an applicant requests a City economic development incentive, the City of Jefferson utilizes preliminary funding agreements to cover the City's costs to review and negotiate the requested economic development incentive; and

WHEREAS, F&F Development, developers of the St. Mary's Hospital TIF and CID, which was approved in August 2017, have requested the City to review and negotiate the issuance of TIF Revenue and/or CID Revenue bonds for the St. Mary's Hospital TIF and CID; and

WHEREAS, the City wishes to enter into the Preliminary Funding Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jefferson, Missouri as follows:

SECTION 1. That the City Administrator is hereby authorized to execute the Preliminary Funding Agreement attached hereto as Exhibit A.

SECTION 2. That the Resolution shall be in full force and effect from and after its passage and approval.

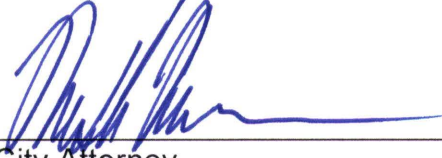
Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** (“Agreement”) is entered into this _____ day of _____, 2026, between the **CITY OF JEFFERSON, MISSOURI**, a Missouri municipal corporation (the “City”), and **F&F DEVELOPMENT, LLC**, a Missouri Limited Liability Company or its assigns (the “Developer”).

RECITALS

WHEREAS, the City is a charter city, whose mailing address is 320 E McCarty Street, Jefferson City, Missouri 65101 and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a Missouri Limited Liability Company with its principal office located at 221 Bolivar Street, Suite 400 Jefferson City, MO 65101, and is authorized to conduct business in the State of Missouri; and

WHEREAS, the City has been requested by the Developer to consider the issuance of bonds associated with a previously approved development application and development agreement (“TIF Contract”), including the issuance of TIF bonds in connection with the St. Mary’s Hospital Tax Increment Financing Plan implemented in accordance with Sec. 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”) and the issuance of CID bonds in connection with the St. Mary’s Hospital Community Improvement District established in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) (collectively, the “Bond Issuance”).

WHEREAS, the City may be requested to provide such other services and assistance as may be required to implement and administer the Bond Issuance through its consideration by the City’s governing body (“City Council”); and

WHEREAS, the City does not have a source of funds to finance costs incurred by it, in the form of additional legal, financial, planning, transportation and engineering, and other consultants, or for direct out-of-pocket expenses and other costs resulting from services rendered to the Developer to review, evaluate, process, and consider the Bond Issuance; and

WHEREAS, in order for the City to fully consider and evaluate the Bond Issuance, the City has requested Developer to deposit funds with the City to be used by the City to pay for the City’s actual out-of-pocket expenses necessary to perform a full evaluation of the Bond Issuance and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:

A. Consult with the Developer on the preparation and consideration of the Bond Issuance, give all notices, make all publications, and hold hearings as required by the TIF Act, CID Act and all other applicable laws;

B. Commission a revenue study;

C. Provide necessary staff, legal, financial, appraisal, and planning assistance on behalf of the City to prepare and present the Bond Issuance to the City Council and to prepare and present required ordinances to the City Council;

D. In the event that the City Council approves all or any portion of the Bond Issuance request, provide the necessary staff and legal, financial, appraisal, and planning assistance to prepare and negotiate a definitive amendment to the TIF Contract on behalf of the City, and to prepare and present the amendment to the TIF Contract and the Bond Issuance to the City and to prepare and present required ordinances to the City Council; and

E. In the event that the amendment to the TIF Contract and the Bond Issuance are approved, provide the necessary staff, legal, financial, and planning assistance to implement and administer the amendment to the TIF Contract and Bond Issuance.

2. **Initial Deposit.** On or before August 21, 2026, , the Developer shall deposit Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (the "Deposit") with the City's Finance Director. The City shall disburse the Deposit as set forth in **Section 5** and shall bill the Developer pursuant to **Section 3** to re-establish the Deposit so that there is a minimum cash balance of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) available, from which additional disbursements may be made as required. Both parties agree to an expense budget of Thirty-Five Thousand Dollars (\$35,000.00) (the "Expense Cap"). If the City determines that the City's expenses will exceed the Expense Cap, the City will provide the Developer with advance written notice prior to incurring any expenses in excess of the Expense Cap, and shall include justification for additional expenses and additional funding that may be required. If the Developer determines that it is unwilling to fund amounts in excess of the Expense Cap it will so notify the City, and the City and the Developer shall meet and negotiate in good faith to determine if the City's consideration of the amendment to the TIF Contract and the Bond Issuance can continue without incurring expenses in excess of the Expense Cap. If the City determines that it is not reasonably able to complete review and consideration of the amendment to the TIF Contract and the Bond Issuance without incurring expenses in excess of the Expense Cap, it will notify the Developer, and the Developer shall either (a) agree to pay such expenses in excess of the Expense Cap, or (b) notify City of its election not to pay expenses in excess of the Expense Cap, in which case the Developer shall have no obligation to pay expenses in excess of the Expense Cap, and City shall have no further obligation to complete the review and consideration of the amendment to the TIF Contract and the Bond Issuance; at City's option, City may treat such election by the Developer not to pay expenses in excess of the Expense Cap as Developer's election to terminate the amendment to the TIF Contract and the Bond Issuance.

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a monthly

basis. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received within five (5) business days after the City sends Developer written notice of nonpayment, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 7**. Notwithstanding the foregoing, the Developer shall ensure that on the dates upon which the City Council takes up the amendment to the TIF Contract and the Bond Issuance for consideration, the Deposit shall be replenished to the amount of the minimum cash balance established in **Section 2**. Failure to replenish the Deposit as described shall be grounds for discontinuing the consideration of the amendment to the TIF Contract and the Bond Issuance.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using the following consultants: Lauber Municipal Law for special legal counsel, Piper Sandler Companies for financial advisors, and Gilmore & Bell, P.C. as bond counsel, along with bond underwriters who may be selected in accordance with a Request for Proposals. The City shall advise the Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed, and an estimate of the cost expected. If the Developer, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve the Developer's objections. If the City and Developer cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service under the terms of this Agreement and the Developer shall have no obligation to pay for such service under the terms of this Agreement.

C. The Deposit and all Additional Funds shall be treated as funds that may be reimbursed from TIF and CID revenues as permitted by law, provided that the amendment to the TIF Contract and the Bond Issuance are approved.

4. **Effective Date.** The effective date of this Preliminary Funding Agreement shall be July _____, 2026.

5. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

6. **Termination of this Agreement.**

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of the amendment to the TIF Contract and the Bond Issuance.

Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the amendment of the TIF Contract and the Bond Issuance or appropriate portion thereof. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

D. This Agreement may be terminated by mutual agreement of the City and the Developer through provisions in a definitive agreement for implementation of the amendment to the TIF Contract and the Bond Issuance to be executed concurrently or immediately after the amendment to the TIF Contract and the Bond Issuance are approved.

7. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Brian Crane
City Administrator
City of Jefferson, Missouri
320 E McCarty St.
Jefferson City, Missouri 65101

To the Developer:

F&F Development, LLC
c/o Farmer Holding Company
221 Bolivar Street, Suite 400
Jefferson City, Missouri 65101

With a copy to:

Joseph G. Lauber
Lauber Municipal Law
4031 NE Lakewood Way
Lee's Summit, Missouri 64064

With a copy to:

Polsinelli PC
Attn: Korb Maxwell
900 W. 48th Place, Suite 900
Kansas City, MO 64112

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations, and all planning or infrastructure requirements related to the development of Developer's property. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for

development, including the amendment to the TIF Contract or the Bond Issuance. The Parties understand that the City may not lawfully contract away its police powers and that approval of the amendment to the TIF Contract or the Bond Issuance and any zoning, subdivision and similar development application cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the amendment to the TIF Contract or the Bond Issuance in accordance with the TIF Act, the CID Act and all applicable laws and any other applications with respect to development of Developer's property.

9. **Modification.** The terms, conditions, and provisions of this Agreement cannot be modified or eliminated except in writing and by mutual agreement between the City and the Developer.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Developer. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank. Signature Pages Immediately Follow]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF JEFFERSON, MISSOURI

By: _____
Brian Crane, City Administrator

(SEAL)

ATTEST:

Emily Donaldson, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Crane, City Administrator of the City of Jefferson, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

F&F DEVELOPMENT, LLC

By: 
Rob Kingsbury, Member/Officer

STATE OF Texas)
) ss.
COUNTY OF Dallas)

BE IT REMEMBERED, that on this 21 day of July, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rob Kingsbury, the Member/Officer of F&F Development, LLC a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of F&F Development, LLC, and such person duly acknowledged the execution of the same to be the act and deed of F&F Development, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

8/21/29

[SEAL]




NOTARY PUBLIC

RESOLUTION SUMMARY

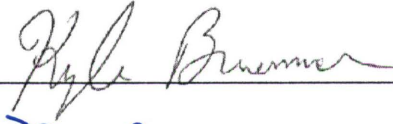
RESOLUTION NO: RS2026-26

SPONSOR: Councilmember Kampeter

SUBJECT: A Construction Contract with MMLC for the Sewer Repair West McCarty, Broadway, and Washington 2026 Project #31213, (Bid #IFB4376)

DATE INTRODUCED: August 3, 2026

DEPARTMENT DIRECTOR(S): _____



CITY ADMINISTRATOR: _____



Staff Recommendation: Approve.

Summary: When approved, this resolution will authorize a contract with MMLC in the amount of \$984,010.00 for the West McCarty, Broadway, and Washington Sanitary Sewer Improvements Project #31213.

Origin of Request: City Staff

Department Responsible: Public Works

Person Responsible: Kyle Bruemmer, P.E.; Charlene Fitch, P.E.

Background Information: Sewer main and manholes on the listed street and behind Capitol Plaza Hotel are beyond their life span and despite regular maintenance, have reached a point where they need to be replaced or eventually the roadway will need to be closed. Currently the parking lot behind Capitol Plaza is closed for this reason. This project will install new or replace existing sanitary sewer infrastructure on the listed streets and along with sewer abandonment work behind Capitol Plaza Hotel and parking lots in the 400 block of Broadway.

Sealed bids were received and publicly opened on June 25, 2026. Subsequently, bids were reviewed and references were checked and MMLC references indicated positive experiences. Therefore, MMLC's bid in the amount of \$984,010.00 was determined to be the lowest and best responsive and responsible bid for the project. Funding for this project will be from Wastewater fees).

Fiscal Information:

Account	Available	Required	Remaining
64-990-579903	\$984,010.00	\$984,010.00	\$0.00

RESOLUTION

RS2026-26

Sponsored by Councilmember Kampeter

**A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE A \$984,010.00 AGREEMENT WITH MMLC
FOR SEWER REPAIR WEST MCCARTY ST., BROADWAY ST.,
AND WASHINGTON ST. 2026 PROJECT**

WHEREAS, MMLC has become the apparent lowest and best bidder on the Sewer Repair West McCarty, Broadway, and Washington 2026 project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jefferson, Missouri as follows:

SECTION 1. MMLC has become the apparent lowest and best bidder on the Sewer Repair West McCarty, Broadway, and Washington 2026 project.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute an agreement with MMLC. for the Sewer Repair West McCarty St., Broadway St., and Washington St. 2026 project.

SECTION 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

SECTION 4. This Resolution shall be in full force and effect from and after the date of its passage and approval.

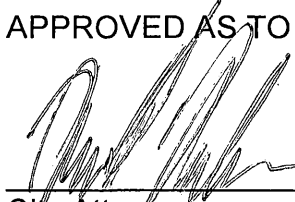
Adopted this 3rd day of August, 2026

Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

Subject: Bid IFB4376 – Project 31213, Sewer Repair W. McCarty, Broadway and Washington
Public Works - Opened June 25, 2026

RECOMMENDATION:

Staff recommends the award of Bid IFB4376 – Project 31213, Sewer Repair W. McCarty, Broadway and Washington to of Jefferson City, MO to M&M Landscaping and Construction LLC, of Eugene, MO. M&M Landscaping and Construction LLC had the low bid at \$984,010.00.

BIDS RECEIVED:

Project Cost

Don Schnieders Excavating Co., Inc., Jefferson City, MO \$987,768.00
M&M Landscaping and Construction LLC, Eugene, MO \$984,010.00

This bid was advertised in the News Tribune on 07/05/2026 and posted on Bonfire. Bid notifications were sent to 5754 Vendors and there were 64 document takers.

Bids were evaluated by Public Works staff and M&M Landscaping and Construction LLC was determined to be acceptable.

FISCAL NOTE:

Account	Available	Required	Remaining
64-990-579903	\$0*	\$984,010.00	-\$984,010.00

*A budget adjustment is being requested for the project.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: Meghan Stephenson
Purchasing Agent 07/28/2026

IFB4376- Project 31213, Sewer Repair W. McCarty, Broadway & Washington 2026

Opened June 25, 2026

"As Read" Only Does Not Indicate Award				MMLC		Don Schnieders Excavating	
			Total Cost:	\$984,010.00		\$987,768.00	
#	Items	Quantity Required	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost
1	City Inspection Permits	1	LS	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
2	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 90,000.00	\$ 90,000.00
3	Construction Signage/Traffic Control	1	LS	\$ 48,900.00	\$ 48,900.00	\$ 70,000.00	\$ 70,000.00
4	Earthwork/Removals	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 90,000.00	\$ 90,000.00
5	By Pass Pumping	1	LS	\$ 26,500.00	\$ 26,500.00	\$ 24,000.00	\$ 24,000.00
6	Rock Excavation	10	CY	\$ 300.00	\$ 3,000.00	\$ 600.00	\$ 6,000.00
7	Subgrade Stabilization	250	Ton	\$ 55.00	\$ 13,750.00	\$ 55.00	\$ 13,750.00
8	Inlet Check/Protection	15	EA	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00
9	Sediment Barrier/Water Diversion	300	LF	\$ 6.00	\$ 1,800.00	\$ 8.00	\$ 2,400.00
10	Temporary Cover	40	SY	\$ 20.00	\$ 800.00	\$ 12.50	\$ 500.00
11	Seeding & Erosion Blankets	40	SY	\$ 24.00	\$ 960.00	\$ 25.00	\$ 1,000.00
12	04" dia SCH 40 PVC, Lateral (Remove & Replace)	30	LF	\$ 190.00	\$ 5,700.00	\$ 80.00	\$ 2,400.00
13	08" dia SDR 35 (Remove & Replace)	482	LF	\$ 260.00	\$ 125,320.00	\$ 116.00	\$ 55,912.00
14	12" dia SDR 26 (Remove & Replace)	321	LF	\$ 560.00	\$ 179,760.00	\$ 305.00	\$ 97,905.00
15	4' dia x 4.0', MH 2742, Remove & Replace	1	EA	\$ 7,710.00	\$ 7,710.00	\$ 8,000.00	\$ 8,000.00
16	4' dia x 7'±, MH 2242, Remove & Replace	1	EA	\$ 14,400.00	\$ 14,400.00	\$ 12,000.00	\$ 12,000.00
17	4' dia x 10.5'±, MH 5090, Remove & Replace	1	EA	\$ 18,715.00	\$ 18,715.00	\$ 18,000.00	\$ 18,000.00
18	4' dia x 4.5', MH D	1	EA	\$ 6,430.00	\$ 6,430.00	\$ 6,500.00	\$ 6,500.00
19	4' dia x 8.5', MH C	1	EA	\$ 15,875.00	\$ 15,875.00	\$ 9,000.00	\$ 9,000.00
20	4' dia x 8.75', MH B	1	EA	\$ 16,235.00	\$ 16,235.00	\$ 11,000.00	\$ 11,000.00
21	5' dia x 21.55±, MH A	1	EA	\$ 27,990.00	\$ 27,990.00	\$ 85,000.00	\$ 85,000.00

22	Outside Drop - Sewer MH	3	EA	\$ 9,500.00	\$ 28,500.00	\$ 4,250.00	\$ 12,750.00
23	Fill abandon sewer main/manhole	150	CY	\$ 450.00	\$ 67,500.00	\$ 380.00	\$ 57,000.00
24	Arterial Street & Parking Lot Replacement; 7.5" thick (Remove &	300	SY	\$ 130.00	\$ 39,000.00	\$ 188.00	\$ 56,400.00
25	Street Patch, 9.5" thick (Remove & Replace)	1800	SY	\$ 104.00	\$ 187,200.00	\$ 125.00	\$ 225,000.00
26	Type A Curb and Gutter (Remove & Replace)	180	LF	\$ 85.00	\$ 15,300.00	\$ 108.00	\$ 19,440.00
27	Sidewalk; 4" thick (Remove and Replace)	10	SY	\$ 140.00	\$ 1,400.00	\$ 200.00	\$ 2,000.00
28	Marking- Arrow	10	EA	\$ 400.00	\$ 4,000.00	\$ 358.00	\$ 3,580.00
29	Marking- Only	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
30	Marking - Sharrow, Bike Symbol	1	EA	\$ 605.00	\$ 605.00	\$ 550.00	\$ 550.00
31	Marking - 24" wide solid line (stop bar)	40	LF	\$ 27.00	\$ 1,080.00	\$ 22.00	\$ 880.00
32	Marking - 6" wide solid line (cross-walk)	170	LF	\$ 7.00	\$ 1,190.00	\$ 6.00	\$ 1,020.00
33	Marking - 4" wide solid line (lane marking)	1300	LF	\$ 3.00	\$ 3,900.00	\$ 1.15	\$ 1,495.00
34	Marking - 4" wide skip line (lane marking)	240	LF	\$ 3.00	\$ 720.00	\$ 1.15	\$ 276.00
35	Marking - 8" wide skip line (drop lane marking)	5	LF	\$ 14.00	\$ 70.00	\$ 12.00	\$ 60.00

CITY OF JEFFERSON CONSTRUCTION CONTRACT

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between **M&M Landscaping and Construction LLC** hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

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

Project No. 31213, Sewer Repair W. McCarty, Broadway, & Washington 2026.

NOW THEREFORE, the parties to this contract agree to the following:

1. **Scope of Services.**

Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled "**Sewer Repair W. McCarty, Broadway, & Washington 2026**" in accordance with the plans and specifications on file with the Department of Public Works.

2. **Payment.**

The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated **June 25, 2026**, which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed **nine-hundred eighty-four thousand, ten dollars, and zero cents (\$984,010.00)**.

3. **Manner and time for Completion.**

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **80 working days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. **Prevailing Wages.**

To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal Employment Standards of the Department of Labor. Contractor acknowledges that

Contractor knows the prevailing hourly rate of wages for this project because Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 32, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,500,000 aggregate
Employer's Liability	\$3,500,000 bodily injury by accident (each accident) \$3,500,000 bodily injury by disease (each employee) \$3,500,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

(d) Owner's Protective Liability Insurance - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) Subcontracts - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. Contractor's Responsibility for Subcontractors.

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

7. **Liquidated Damages.**

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00)** for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. **Termination.**

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

9. **City's Right to Proceed.**

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

10. **Indemnity.**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other

circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. Payment for Labor and Materials.

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. Supplies.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. **Knowledge of Local Conditions.**

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. **Severability.**

If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. **Governing Law.**

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. **Contract Documents.**

The contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Contract | f. General Provisions |
| b. Addenda | g. Special Provisions |
| c. Information for Bidders | h. Technical Specifications |
| d. Notice to Bidders | i. Drawing and/or Sketches |
| e. Signed Copy of Bid | |

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. **Complete Understanding, Merger.**

Parties agree that this document including those documents described in the section entitled "Contract Documents" represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. **Authorship and Enforcement.**

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. **Amendments.**

This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an

authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. **Waiver of Breach**.

Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. **Assignment**.

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. **Nondiscrimination**.

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Illegal Immigration**.

Prior to commencement of the work:

- A. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- B. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services Contractor agrees in the performance.
- C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. **OSHA Training**

Prior to commencement of the work:

- A. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- B. All employees subject to this provision are required to complete the program within sixty days of beginning work on such construction project.
- C. Any employee, agent or subcontractor of the Contractor subject to this provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such documentation after which time they shall be removed from the project.

- D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
- E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. **Transient Employers.**

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

27. **Notices.**

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at 10109 Jones Road, Eugene, MO 65032. The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

CONTRACTOR

Mayor: Ron Fitzwater

Title:

Date:

Date:

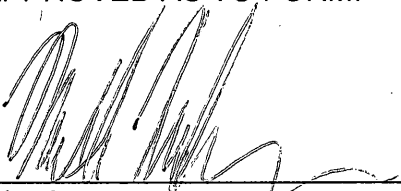
ATTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:



City Attorney