The University of Missouri-Kansas City requests approval of a resolution authorizing participation in the State of Missouri’s Energy Loan Program for several energy conservation projects it will be implementing. The campus has been awarded a loan of $2,036,460 through the State of Missouri Department of Economic Development/Division of Energy (DED/DE) Energy Loan Program for these projects. The funding total includes $1,806,657 for estimated maximum construction costs at a 2.5% interest rate and a 1% loan origination fee. The loan will be paid back over 9 years using energy cost savings. The projects are projected to reduce energy cost by $235,359 annually.

The projects covered by the loan will modify the controls on the heating, cooling, and lighting systems, and optimize the cooling and heating plant at the Dental School. It will also cover installation of energy reducing window film at the Administrative Center, Grant Hall and the School of Education buildings.
Recommended Action - Approval of a resolution authorizing participation in the State of Missouri’s Energy Loan Program and authorization of the Vice President for Finance to execute associated loan agreement and promissory note.

Loan Amount: $2,036,460
Interest Rate: 2.5%

It was recommended by Chancellor Morton, endorsed by President Wolfe, recommended by the Finance Committee, moved by Curator _________ and seconded by Curator __________, that the following resolution be approved:

WHEREAS, THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY, an authorized Borrower under the Energy Loan Program (the “Public Entity”), through technical analysis and reports, has identified certain energy conservation measures which would benefit the Public Entity by reducing future energy costs to the Public Entity and has applied to the Missouri Department of Economic Development/Division of Energy (“DED/DE”) for a loan to implement such energy conservation measures (the “Project”); and

WHEREAS, at the Public Entity’s request, DED/DE has agreed to lend to the Public Entity certain funds pursuant to Sections 640.651 to 640.686 of the Missouri Revised Statutes (“RSMo”), as amended, up to the maximum amount authorized under Sections 640.651 to 640.686 RSMo based on estimates of savings to be generated from the Project, provided that the Public Entity complies with the various terms and conditions set forth in Sections 640.651 to 640.686 RSMo and in 4 Code of State Regulations 340-2.010 et seq., as amended (the “Regulations”); and

WHEREAS, DED/DE may fund this Loan pursuant to its Energy Loan Program (the “Program”) from the proceeds of revenue bonds issued by the State Environmental Improvement and Energy Resources Authority (the “Authority”) pursuant to a Bond Indenture authorizing the Authority bonds used to fund the Loan (the “Bond Indenture”) among the Authority, DED/DE, and the bond trustee named therein (the “Bond Trustee”); and

WHEREAS, in connection with its participation in the Program the Public Entity will be required to execute certain documents in connection with the Loan;

February 5-6, 2015

OPEN – CONSENT – 8-2
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Public Entity as follows:

Section 1. The Governing Body of the Public Entity hereby finds and determines that it is in the best interests of the Public Entity to enter into the Loan Agreement and execute the Promissory Note in order to obtain funds for the purpose of installing energy conservation measures within the Public Entity. The Governing Body has received approval as required by Section 640.653.2 RSMo, as amended. The total Loan amount is hereby authorized in the amount of $2,036,460, which amount shall include (i) estimated maximum construction costs of $1,806,657, plus interest to accrue during the period from any draws on the loan by the Public Entity until completion of construction of the Project, (ii) interest on the Loan during the term of the Loan, at a rate of two and one-half percent (2.5%), and (iii) a loan origination fee of one percent (1%) of the principal amount of the Loan. Under the Loan Agreement, the Public Entity agrees to make semiannual payments equal to one half of the annual energy savings until the promissory note is retired.

Section 2. That the Public Entity hereby approves the form of the Loan Agreement, which is attached to this Resolution as Exhibit A, the blank form of Promissory Note, attached hereto as Exhibit C, which would reflect the total amount of Project Cost disbursements, one point origination fee and accrued interest as more fully described therein, and the form of Public Entity’s Closing Certificate, attached hereto as Exhibit D.

Section 3. That the superintendent, city manager, chief administrative officer and/or chief financial officer of the Public Entity (“Public Entity Representative”), and each such person hereby is, authorized and empowered and directed to execute, enter into, deliver for and in the name of and on behalf of the Public Entity, under its corporate seal, the following documents (all of such documents, and such other documents, certificates and instruments as may be necessary to carry out the intent of this Resolution, together with any other documents and instruments contemplated thereby, or otherwise necessary or appropriate to effectuate the transaction contemplated thereby, being the “Program Documents”), the forms of which have been presented in draft to the Governing Body:

   Exhibit A Loan Agreement;
   Exhibit C Promissory Note;
   Exhibit D Public Entity’s Closing Certificate.

Section 4. That the Governing Body of the Public Entity hereby approves the Project and authorizes the Public Entity Representative and such officers and employees as the Public Entity Representative may designate to proceed with arranging the financing for the Project, in furtherance of and subject to the requirements of this Resolution. The Public Entity Representative is hereby further authorized and empowered to execute the Program Documents with such additional modifications, corrections, amendments and deletions as shall, in the judgment of such Public Entity Representative, be necessary or appropriate, in the sole and absolute discretion of such officers, to effectuate the transactions contemplated by this Resolution, the execution of any such documents by any such Public Entity Representative.

February 5-6, 2015

OPEN – CONSENT – 8-3
Representative constituting the conclusive evidence of his or her approval and the approval of the Public Entity to any such changes.

Section 5. That the amounts due under the Loan Agreement and the Promissory Note shall be limited obligations of the Public Entity payable solely from energy costs savings derived from the Project. Amounts due under the Loan Agreement and the Promissory Note shall not constitute a debt or liability of the Public Entity or of the State of Missouri or of any political subdivision thereof and such amounts shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. That the Public Entity recognizes that DED/DE may choose to fund the Loan under its Energy Loan Program in cooperation with the Authority through the issuance and sale of tax-exempt bonds by the Authority, and that a portion of the proceeds of the Bonds may be used to reimburse the Public Entity for any advances made by the Public Entity in connection with the Project.

Roll call vote Finance Committee
Curator Covington
Curator Nelson
Curator Phillips
Curator Snowden
Curator Steelman

The motion ________________.

Roll call vote Full Board:
Curator Covington
Curator Cupps
Curator Graham
Curator Henrickson
Curator Nelson
Curator Phillips
Curator Snowden
Curator Steelman
Curator Steward

The motion ________________.
Mr. Mike Norris  
Energy Resource Coordinator  
University of Missouri – Kansas City  
5100 Rockhill Road  
Kansas City, MO 64110-2446

Subject: Loan Number DPDELBS2

Dear Mr. Norris:

I am pleased to inform you that your application for a loan to finance your energy-efficiency project has been approved for $1,806,657.00 at 2.5% interest plus a loan origination fee of 1% of the principal loan amount.

Enclosed you will find two copies of the Loan Agreement, a draft Amortization Schedule, Resolution, Closing Certificate and Certifications Regarding Debarment and Lobbying. Please read them carefully. If you accept the loan under the terms outlined in the agreement, sign all the originals (blue forms) and return them to the Missouri Department of Economic Development/Division of Energy (DED/DE), Attn: Loan Program Clerk, P.O. Box 1766, Jefferson City, MO 65102, within four weeks of the date of this letter. Retain the white copy of the loan agreement for your records.

Other enclosed documents include a copy of the loan program rule, DED/DE General Terms and Conditions, Public Law 101-166.511 and information regarding Missouri’s prevailing wage law.

You will also find a Reimbursement Request form, a Final Report form and a copy of the Promissory Note. Please be aware that we require supporting documentation to be submitted in accordance with the U.S. Department of Energy regulations 10 CFR (Code of Federal Regulations) 600 and 10 CFR 420, with each reimbursement request. Documentation must consist of clear, readable copies of the following:

✓ Itemized Energy Loan Fund Reimbursement Request signed by the authorized official
✓ Invoices/receipts for goods and services purchased for the project
✓ Copies of canceled checks (front and back)
✓ Itemized accounting

DED/DE may withhold payment of reimbursement requests until all the terms and conditions of the loan are met, the project is completed, and the final report is submitted.
After we receive signed originals of the Loan Agreement, Resolution, Closing Certificate, Certification Regarding Debarment, and Certification Regarding Lobbying; reimbursement requests may be submitted for costs incurred on your project after July 1, 2014, the date the FY2015 cycle was announced. Reimbursement requests must be submitted no later than 45 days after project construction is completed.

Please note that you may request multiple loan payments throughout the period of project construction to cover construction costs as you incur them; however, the draft amortization provided in this packet is based upon the following assumptions:

1. You would request a single loan payment from DED/DE at the end of project construction, and
2. The DED/DE loan disbursement to you occurs no more than 150 days before the due date of your first loan repayment.

Once construction is complete, the department will conduct a final inspection and complete all project “close-out” documentation. Once this process is complete a final payment and amortization schedule will be sent to you.

The review of your application by the Division of Energy included the review of potential energy cost savings and is based on information provided by the applicant and/or reasonable engineering judgment. No engineering services have been performed by the Division of Energy to evaluate or confirm the appropriateness of the energy conservation measures and/or designs proposed in the application. The loan approval shall not limit the applicant’s ability to obtain architectural or engineering services which may be necessary for the project.

During the term of your loan, if you need to request changes to the agreement, please submit a written request that includes the specific change(s) you are requesting and the reason. We will respond in writing as well. Verbal agreements are not valid except with written confirmation.

We are pleased to be of assistance in financing your energy and cost-saving project. If you have any questions about the terms of the loan or the scope or work, please contact Chatchai Pinthuprapa at 573.526.7770 or chatchai.pinthuprapa@ded.mo.gov. We look forward to working with you to ensure a successful project.

Sincerely,

DIVISION OF ENERGY

[Signature]

Lewis Mills
Director

LM/la

Enclosures
LOAN AGREEMENT
Public Entity

This Loan Agreement ("Agreement") is entered into between the Missouri Department of Economic Development/Division of Energy ("DED/DE") and THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY, a university, ("Borrower") located in Jackson County, Missouri.

WHEREAS, DED/DE has approved Borrower’s financing application pursuant to Sections 640.651 to 640.686 of the Missouri Revised Statutes ("RSMo"), as amended up to the maximum amount specified in Paragraph 1 of this Agreement, provided that Borrower complies with the various terms and conditions set forth in this Agreement, and

WHEREAS, DED/DE may choose to fund amounts loaned pursuant to its Energy Loan Program (the "Program") from the proceeds of revenue bonds issued or to be issued by the State Environmental Improvement and Energy Resources Authority (the "Authority") pursuant to a Bond Indenture authorizing such Authority bonds (the "Bond Indenture") among the Authority, DED/DE, and the bond trustee named therein (the "Bond Trustee"). Capitalized terms used in this Agreement and not defined herein shall have the meanings contained in the Bond Indenture, or if no Bond Indenture, such terms shall have the meanings contained in 4 CSR 340-2.010.

THEREFORE, in consideration of the mutual premises set forth in the numbered paragraphs below, DED/DE and Borrower mutually agree as follows:

1. The Borrower shall execute a promissory note, which evidences loans from DED/DE: the Project Costs Loan and/or the Reserve Loan (collectively the Project Costs Loan and the Reserve Loan are referred to herein as the "Loan"). The Project Costs Loan shall be in a maximum total loan amount of $2,036,460.00, which maximum shall include (a) reimbursement of approved construction costs, (b) accrued interest on construction draws and (c) a one percent (1%) loan origination fee thereon. The Borrower promises to repay the Project Costs Loan made to the Borrower, plus loan origination fee and accrued interest from the date of Project Completion (defined below) at a simple annual rate of 2.5%. The receipt by the Borrower or its designee of amounts under this Agreement creates an obligation of the Borrower, and constitutes its promise to repay the amounts described in this paragraph.

2. The proceeds of the Project Costs Loan shall be used to implement Energy Conservation Measures (ECM’s) designated as approved by DED/DE through the “Approved Measures List.” The approved ECM’s related to the Project are described in the Borrower’s loan application, Technical Assistance Report or equivalent ("TAR") work sheets and associated DED/DE review documents approved by DED/DE. The Borrower’s approved loan application, TAR work sheets and associated DED/DE review documents are made part of this Agreement by reference.
3. The Borrower will not pay interest on the Reserve Loan, if applicable, the proceeds of which will be deposited into the Program’s Debt Service Reserve Fund. The Borrower has no monetary obligation to repay the principal amount of the Reserve Loan except through the release of amounts deposited in the Debt Service Reserve Fund as more fully described in the Bond Indenture and other bond documents.

4. The Borrower acknowledges that its Project Costs Loan may be funded in part from the proceeds of tax-exempt bonds issued by the Authority under the Program (“Program Bonds”) and therefore covenants and agrees that neither the Borrower nor any related party (within the meaning of Section 1.150-1(a) of the federal income tax regulations) will:

(a) buy Program Bonds; or

(b) allow more than five percent (5%) of the proceeds of the Project Costs Loan to be used in any trade or business carried on by any person other than a governmental unit (within the meaning of Section 141(b)(6) of the Internal Revenue Code) unless the Borrower has first obtained written approval of such use from DED/DE; or

(c) enter into any management contract or service contract with respect to the Project with any person other than a governmental unit unless the contract meets the advance ruling guidelines published by the Internal Revenue Service (currently set forth in Revenue Procedure 97-13, 1997-1 C.B. 632) unless the Borrower has first obtained written approval of such contract from DED/DE.

5. Borrower shall obtain any and all permits and licenses required to install or operate the Project and shall comply with all local, state, and federal laws, rules and codes concerning the Project.

6. The Borrower authorizes any official or agent of DED/DE to conduct physical inspections of the Project before the commencement, during construction, installation and implementation of the Project and at any time prior to the complete repayment of the Loan. In each contract entered into with suppliers of goods and services to install, conduct and operate the Project, including management services, the Borrower shall state and the contractor shall agree to allow any officer or agent of DED/DE access to the Project site and to any books, documents, or records directly relevant to the Project.

7. The Borrower shall obtain a written waiver of all claims other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.

8. The completion date of the Project shall be no later than September 30, 2016, unless an extension is approved in writing by DED/DE. The Borrower shall notify DED/DE when the Project has been completed and it is making its final disbursement request. The date of completion of the Project shall be deemed to be the date upon which DED/DE sends the Borrower its final disbursement on the Project Costs Loan (“Project Completion”).
9. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase.

10. Eligible costs relating to an approved Project incurred on or after the date DED/DE begins accepting applications, are eligible for reimbursement.

11. The Borrower may request a disbursement or reimbursement by submitting to DED/DE a complete and duly executed Reimbursement Request Form, with required supporting data ("Requisition"), such form to be provided by DED/DE, specifying the amount of the disbursement to be made, together with copies of invoices, purchase orders and/or canceled checks in support of the amount requested. Requisitions shall not be submitted more frequently than monthly and for no lesser amount than twenty-five percent (25%) of the maximum Project Costs Loan amount, except when requesting the final disbursement or if a larger number of disbursements is authorized in advance by DED/DE. The Borrower shall provide such additional supporting information as DED/DE may reasonably require. DED/DE will undertake a review of each Requisition within ten Business Days after its receipt and will approve the Requisition and authorize payment if (i) amounts requested constitute eligible costs, and (ii) all other conditions to a requested disbursement set forth in this Agreement have been satisfied. If loan funding is provided through the issuance of bonds, and the Bond Trustee receives an approved Requisition no later than two Business Days prior to the 5th or the 20th day of any month (each a “Reimbursement Submission Date”), the Bond Trustee is required to pay the Borrower by the next Reimbursement Submission Date. DED/DE will not approve any Requisitions upon a default by the Borrower or the issuance of a stop-work order by DED/DE.

12. Borrower shall submit an annual report within thirty (30) days of receipt of the reporting form provided by DED/DE. The report shall outline the energy use of the building, facility or system on which the Project was completed, detail any changes in energy consumption and provide a detailed breakdown of energy expenditures for the preceding twelve (12) months. Reports will be submitted annually until the Loan is fully repaid. The Borrower agrees to provide DED/DE with information necessary for administration of the Program including the annual computation required by Section 640.657 of actual energy cost savings and any continuing disclosure of operating or financial data as may be requested by the Authority in connection with the issuance of Program bonds. Borrower further agrees that if it is notified by DED/DE that its Project Costs Loans outstanding equal or exceed ten percent (10%) of the aggregate principal amount of Project Costs Loans outstanding for all Borrowers under the Program on the date of issuance of any series of Program Bonds, it will execute an agreement to provide annual information and other information concerning its operations as required by DED/DE.

13. The Borrower agrees to provide a final Project Cost report on a form provided by DED/DE no later than forty-five (45) days following Project Completion. Upon DED/DE’s receipt of the report documenting final costs, DED/DE will prepare and forward a promissory note to the Borrower, which will include an amortization schedule with respect to the amount due hereunder and under the promissory note. The Borrower shall execute and return the promissory note to DED/DE within forty-five (45) days following its receipt. The promissory note shall evidence the Borrower’s obligation to repay the amount specified in Paragraph 1 of this Agreement.
14. The Borrower shall establish and maintain on its books an Energy Conservation Loan Account and the Borrower shall annually budget an amount sufficient to meet the repayment obligation imposed by this Agreement until such time as the Loan has been fully repaid, provided, however, that such budgeted amount shall be solely from energy savings or avoided costs resulting from the Project.

15. The Borrower shall retain all records for the loan application and Project for a period of three (3) years following the final repayment of the Loan.

16. The Borrower shall not raise the funds needed to meet its annual repayment obligation under this Agreement by the levy of additional taxes and shall not provide for such repayment by a charge against any established fund or account designated for a specific purpose. The annual repayments should be derived solely from energy savings or avoided costs resulting from implementation of the Project as identified in the Energy Act. In the event annual energy savings or avoided cost resulting from the Project fail to equal or exceed the amount due under this Agreement, this Agreement may be renegotiated to assure that the repayment amount does not exceed the actual energy savings or avoided costs resulting from the Project, and the promissory note will be revised accordingly.

17. In the event the Borrower fails to remit a scheduled payment to DED/DE within thirty (30) days of the due date of such payment, DED/DE shall initiate available remedies pursuant to Section 640.660 or 640.672 RSMo and other applicable law, and the Borrower agrees to and acknowledges the right of DED/DE to collect amounts owed under the Loan pursuant to such procedures and agrees to cooperate with DED/DE to obtain payment thereby.

18. The Borrower shall maintain the Project in good working order for the length of the Loan and shall ensure that staff members are provided appropriate training on the operation and maintenance of the Project. The Borrower shall provide insurance on the Project and, in the event of any casualty loss covered by such insurance policy, apply the proceeds to the repair of the Project or, with the approval of DED/DE, may use the insurance proceeds to install alternate ECM’s to generate alternative energy cost savings to repay the Loan.

19. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Project Costs Loan or sells the building, facility or system in which the Project has been implemented; then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale.

20. To the extent allowed by law and without waiving sovereign immunity, the Borrower agrees to indemnify and hold harmless the State of Missouri, DED/DE, the Authority, their respective officers, agents and employees from and against any and all claims for death, damage, loss or personal injury arising from or connected with the Project.

21. No officer or employee of the Borrower shall participate in any decisions relating to this Agreement which affects his/her personal interest in any corporation, partnership or association in which he/she is directly or indirectly interested, or have any interest, direct, or indirect, in this Agreement or the proceeds thereof.
22. No officer or employee of DED/DE shall perform any service for any consideration for the Borrower after termination of employment with DED/DE for a period of one (1) year in relation to this Agreement or the Project with respect to which the officer or employee directly or personally participated during the period of his/her service or employment.

23. During the term of this Agreement, the Borrower and its contractors and subcontractors shall not engage in discriminatory practices based upon race, color, religion, national origin, sex, handicap or age with respect to recipients of services, employees or applicants for employment.

24. Any amendments to the Agreement shall be in writing and duly executed by both parties.

25. The provisions of this Agreement are joint and severable, and if a provision is held to be of no force or effect by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be binding upon the parties.

26. The Borrower’s failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement. In the event of breach prior to Project Completion, DED/DE will not process additional disbursements until such breach is remedied. DED/DE will notify the Borrower of any breach of this Agreement in writing. In the event the Borrower fails to answer or remedy the breach to the satisfaction of DED/DE within sixty (60) days, the Borrower shall immediately repay to DED/DE the balance of all funds advanced plus accrued interest thereon. In the event that the Borrower fails to make a payment under the promissory note when due, the Bond Trustee, as assignee of the Authority, and DED/DE will have the right to take whatever action at law or in equity they deem necessary or appropriate to secure such repayment, including all remedies available to the Bond Trustee under the Bond Indenture.

27. Sections 640.651 to 640.686 RSMo, together with any applicable rules, regulations or procedures authorized by such statute, is incorporated by reference in this Agreement.

28. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Missouri, without reference to conflicts of laws provisions.

29. The Borrower represents that this Agreement will not be rescinded or modified at any time now or in the future by any action of the Borrower’s officials or governing board or body except as provided in this Agreement; nor does this Agreement violate any debt limit imposed by any ordinances, charter, by-laws, law or otherwise, that is applicable to the Borrower.

30. The Borrower certifies that it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges that the resolution of its governing body authorizing it to enter into this Agreement also authorizes such further acts as are necessary, including execution of the promissory note, to implement and further the intent of this Agreement.
31. The Borrower acknowledges that DED/DE may choose to assign its rights under this Agreement to the Authority and that the Authority may assign its rights to the Bond Trustee, and Borrower approves and consents to these assignments. If DED/DE chooses to fund this loan through the proceeds of revenue bonds, Borrower assigns all of its right, title and interest in the Loan to the Bond Trustee, as assignee of the Authority, to secure the obligations of the Borrower to make payments under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Type/print name of Borrower

Signature       Date

Type/print name of Authorized Official

Title: ________________________________

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT/DIVISION OF ENERGY

Signature       Date

Lewis Mills
 Authorized Official

Title: Director, Division of Energy

APPROVED AS TO LEGAL FORM

Jan 12, 2015
## MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
### DIVISION OF ENERGY
#### ENERGY LOAN PROGRAM

### APPROVED MEASURE LIST

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| Reserve Amount | 23,424 |

### TOTAL

|             | $1,806,657 | $1,806,657 | $235,359 | 9,015 - G |

### REMARKS (OFFICE USE ONLY)

9 year loan at 2.5% interest and 1% loan origination fee.
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
DIVISION OF ENERGY

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of the grant recipient’s knowledge and belief that recipient and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or otherwise excluded from covered transactions by any Federal department or agency;

(B) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

(D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;

(E) Are current on all taxes due and owing to the State of Missouri; and

(F) Are in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved.

I understand that a false statement on this certification may be grounds for rejection of this application/proposal, or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Typed Name and Title of Recipient or Authorized Representative

Signature of Recipient or Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

Revised 12.12.14
February 5-6, 2015
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
DIVISION OF ENERGY

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Organization Name

Typed Name and Title of Authorized Representative

Signature  Date

APPROVED AS TO LEGAL FORM

Jan 12, 2015

Revised 12.12.14
February 5-6, 2015
PUBLIC ENTITY RESOLUTION

RESOLUTION OF THE GOVERNING BODY OF THE UNIVERSITY OF MISSOURI – KANSAS CITY AUTHORIZING THE PARTICIPATION IN THE ENERGY LOAN PROGRAM OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT/DIVISION OF ENERGY AND THE EXECUTION OF A LOAN AGREEMENT AND PROMISSORY NOTE TO PROVIDE FUNDS TO FINANCE THE INSTALLATION OR CONSTRUCTION OF ENERGY CONSERVATION MEASURES; SUCH FUNDS TO BE REPAID FROM ENERGY COST SAVINGS REALIZED BY THE PUBLIC ENTITY AS A RESULT OF IMPLEMENTATION OF SUCH ENERGY CONSERVATION MEASURES

WHEREAS, THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY, an authorized Borrower under the Energy Loan Program (the “Public Entity”), through technical analysis and reports, has identified certain energy conservation measures which would benefit the Public Entity by reducing future energy costs to the Public Entity and has applied to the Missouri Department of Economic Development/Division of Energy (“DED/DE”) for a loan to implement such energy conservation measures (the “Project”); and

WHEREAS, at the Public Entity’s request, DED/DE has agreed to lend to the Public Entity certain funds pursuant to Sections 640.651 to 640.686 of the Missouri Revised Statutes (“RSMo”), as amended, up to the maximum amount authorized under Sections 640.651 to 640.686 RSMo based on estimates of savings to be generated from the Project, provided that the Public Entity complies with the various terms and conditions set forth in Sections 640.651 to 640.686 RSMo and in 4 Code of State Regulations 340-2.010 et seq., as amended (the “Regulations”); and

WHEREAS, DED/DE may fund this Loan pursuant to its Energy Loan Program (the “Program”) from the proceeds of revenue bonds issued by the State Environmental Improvement and Energy Resources Authority (the “Authority”) pursuant to a Bond Indenture authorizing the Authority bonds used to fund the Loan (the “Bond Indenture”) among the Authority, DED/DE, and the bond trustee named therein (the “Bond Trustee”); and

WHEREAS, in connection with its participation in the Program the Public Entity will be required to execute certain documents in connection with the Loan;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Public Entity as follows:

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Section 1. The Governing Body of the Public Entity hereby finds and determines that it is in the best interests of the Public Entity to enter into the Loan Agreement and execute the Promissory Note in order to obtain funds for the purpose of installing energy conservation measures within the Public Entity. The Governing Body has received approval as required by Section 640.653.2 RSMo, as amended. The total Loan amount is hereby authorized in the amount of $2,036,460.00, which amount shall include (i) estimated maximum construction costs of $1,806,657.00, plus interest to accrue during the period from any draws on the loan by the Public Entity until completion of construction of the Project, (ii) interest on the Loan during the term of the Loan, at a rate of two and one-half percent (2.5%), and (iii) a loan origination fee of one percent (1%) of the principal amount of the Loan. Under the Loan Agreement, the Public Entity agrees to make semiannual payments equal to one half of the annual energy savings until the promissory note is retired.

Section 2. That the Public Entity hereby approves the form of the Loan Agreement, which is attached to this Resolution as Exhibit A, the blank form of Promissory Note, attached hereto as Exhibit C, which would reflect the total amount of Project Cost disbursements, one point origination fee and accrued interest as more fully described therein, and the form of Public Entity’s Closing Certificate, attached hereto as Exhibit D.

Section 3. That the superintendent, city manager, chief administrative officer and/or chief financial officer of the Public Entity (“Public Entity Representative”), and each such person hereby is, authorized and empowered and directed to execute, enter into, deliver for and in the name of and on behalf of the Public Entity, under its corporate seal, the following documents (all of such documents, and such other documents, certificates and instruments as may be necessary to carry out the intent of this Resolution, together with any other documents and instruments contemplated thereby, or otherwise necessary or appropriate to effectuate the transaction contemplated thereby, being the “Program Documents”), the forms of which have been presented in draft to the Governing Body:

- Exhibit A Loan Agreement;
- Exhibit C Promissory Note;
- Exhibit D Public Entity’s Closing Certificate.

Section 4. That the Governing Body of the Public Entity hereby approves the Project and authorizes the Public Entity Representative and such officers and employees as the Public Entity Representative may designate to proceed with arranging the financing for the Project, in furtherance of and subject to the requirements of this Resolution. The Public Entity Representative is hereby further authorized and empowered to execute the Program Documents with such additional modifications, corrections, amendments and deletions as shall, in the judgment of such Public Entity Representative, be necessary or appropriate, in the sole and absolute discretion of such officers, to effectuate the transactions contemplated by this Resolution, the execution of any such documents by any such Public Entity Representative.
constituting the conclusive evidence of his or her approval and the approval of the Public Entity to any such changes.

Section 5. That the amounts due under the Loan Agreement and the Promissory Note shall be limited obligations of the Public Entity payable solely from energy costs savings derived from the Project. Amounts due under the Loan Agreement and the Promissory Note shall not constitute a debt or liability of the Public Entity or of the State of Missouri or of any political subdivision thereof and such amounts shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. That the Public Entity recognizes that DED/DE may choose to fund the Loan under its Energy Loan Program in cooperation with the Authority through the issuance and sale of tax-exempt bonds by the Authority, and that a portion of the proceeds of the Bonds may be used to reimburse the Public Entity for any advances made by the Public Entity in connection with the Project.

APPROVED THIS ____ DAY OF __________, 2015.

__________________________  __________________________
Signature                    Official Title

APPROVED AS TO LEGAL FORM

KKM
Jan 12, 2015

Revised 12.12.14

February 5-6, 2015
Exhibit C

PROMISSORY NOTE

Missouri Department of Economic Development/Division of Energy will issue the Promissory Note Form following the completion of construction.
PUBLIC ENTITY CLOSING CERTIFICATE

We, the undersigned, duly authorized officers of THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY, (a "Public Entity"), hereby certify in connection with its application for participation in the Energy Loan Program (the "Program") and its execution of a Loan Agreement (the "Loan Agreement") with the Missouri Department of Economic Development/Division of Energy ("DED/DE"), as follows:

1. Organization and Authority. The Public Entity is legally constituted and duly organized and existing under the laws of the State of Missouri. The Public Entity has adopted a resolution (the "Resolution"), which is attached hereto as Exhibit B, approving its participation in the Program and the execution of Program Documents, as defined in the Resolution. The Public Entity has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Resolution and any and all other agreements relating thereto. The Public Entity has full legal right and authority and all necessary licenses and permits required as of the date hereof to undertake and complete the Project, as defined in the Resolution, and to own, operate and maintain the Project, to carry on its activities relating thereto, to finance the Project as herein provided, to undertake the repayment of the Loan (as defined in the Loan Agreement) as set forth herein, to execute and deliver the Program Documents including a Promissory Note as described in the Loan Agreement and to carry out its agreements thereunder.

2. Meetings. The meeting of the Public Entity at which the Resolution was passed was a regular meeting, or a meeting held pursuant to regular adjournment at the next preceding meeting, or a special meeting called and held. All such meetings were open to the public and a quorum was present and acting throughout, and proper notice was given in the manner required by law, including Chapter 610, Revised Statutes of Missouri.

3. Non-Litigation. There is no litigation, suit or other proceedings pending or, to the knowledge of the Public Entity, threatened against or affecting the Public Entity, in any court or before any governmental authority or arbitration board or tribunal (i) contesting, disputing or affecting in any way the legal organization of the Public Entity or its boundaries, the right or title to any of its officers to their respective offices, the legality of any of its official acts in connection with authorizing the Project or the execution of the Program Documents, or (ii) that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Public Entity, or the ability of the Public Entity to make all payments under the Loan and otherwise observe and perform its duties, covenants, obligations and agreements under the Loan Agreement, that have not been disclosed in writing to DED/DE in the Public Entity’s application for participation in the Program or otherwise.

4. Execution of Documents. The Loan Agreement has been duly authorized, executed and delivered on behalf of the Public Entity, pursuant to and in full compliance with the

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Resolution, and constitutes the legal, valid and binding obligation of the Public Entity enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and to exercise of judicial discretion in accordance with general principles of equity. Capitalized terms contained in this Public Entity’s Closing Certificate and not defined herein shall have the meanings assigned to them in the Loan Agreement or the Resolution.

5. **Full Disclosure.** To the best knowledge of the Public Entity, after due investigation, there is no fact that the Public Entity has not disclosed to DED/DE or the Authority in writing for participation in the Program, or otherwise, that materially adversely affects or that will materially adversely affect the properties or activities of the Public Entity, (including completion of the Project) or the ability of the Public Entity to make all payments (but solely in the manner and subject to the limitations set forth in the Promissory Note) and otherwise observe and perform its duties, covenants, obligations and agreements under the Loan Agreement and the Promissory Note. All facts and representations contained in the Public Entity’s application for the Loan remain true and correct in all material respects on the date hereof.

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

7. **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 under the Loan Agreement. To the best knowledge of the Public Entity, after due investigation, the Public Entity is not in violation of any agreement which would materially adversely affect the ability of the Public Entity to make all Loan Repayments or otherwise to observe and perform its agreements under the Loan Agreement.

8. **Governmental Consent.** To the best of its knowledge, the Public Entity has made all filings in its behalf which the Public Entity 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. To the best of its knowledge, the Public Entity has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with the Loan Agreement or with the undertaking, completion or financing of the Project.

9. **Appropriation of Payments for Original Term.** The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Loan Repayments scheduled to come due during the current fiscal year and to meet its other obligations for the current fiscal year, and such funds have not been expended for other purposes.
10. **Performance Under Loan Agreement.** The Public Entity has represented to DED/DE that, upon completion of the Project, the Public Entity expects to realize sufficient energy savings to pay the Loan Repayments. The Public Entity will make the Loan Repayments only from energy savings resulting from installation or construction of the Project. The Public Entity covenants and agrees to comply with all applicable State and federal laws, rules and regulations in the installation or construction of the Project, the performance of the Loan Agreement and repayment of the Loan and to cooperate with DED/DE in the timely observance and performance of the respective agreements of the Public Entity and DED/DE under the Loan Agreement.

11. **Completion.** The Public Entity agrees to provide from its own financial resources all moneys in excess of the amount available under the Loan Agreement required to complete the Project.

12. **Inspections; Information.** The Public Entity shall permit the Trustee, DED/DE and any party designated by DED/DE 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 the reports and information as the Trustee and DED/DE may reasonably require in that connection.

13. **Continuing Disclosure.** Upon notification by the Authority that the Public Entity has Project Costs that equal or exceed ten percent (10%) of the aggregate principal amount of Project Costs Loans outstanding for all Borrowers under the Program, the Public Entity agrees to provide continuing disclosure of information required by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 as the same may be amended from time to time.

14. **Notice of Material Adverse Change.** The Public Entity shall promptly notify DED/DE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Project, or in the ability of the Public Entity to make the Loan Repayments and otherwise observe and perform its agreements under the Loan Agreement.

15. **Continuing Representations.** The representations of the Public Entity contained herein shall be true at the time of the execution of the Loan Agreement and the covenants and warranties contained herein shall be true at the time of execution of the Loan Agreement and at all times during the term of the Loan Agreement.
WITNESS our hands and the seal of the Public Entity as of the _____ day of ________, 2015.

THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY

By: ____________________________
Title: ____________________________
Authorized Official

ATTEST:

By: ____________________________
Title: Secretary/Clerk

Approved as to Legal Form

Jan 12, 2015