

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Public Comments

V. Regular Business

- A. Consent Agenda
 - i. Approval of Minutes from the August 14th, 2025 City Council Meeting
 - ii. Approval of Minutes from the August 28th, 2025 City Council Work Session
- B. Recognition of Chief Anderson, Battlefield Fire Protection District; Assistant Chief Owens, Ozark Fire Protection District; and Deputy Chief Reynolds, Battlefield Fire Protection District
- C. Officially Swear in Dustin Stellwagen as the Full-Time Deputy Fire Chief for the City of Monett, Missouri
- D. Reading of Proclamation: Declaring October 2025 as Breast Cancer Awareness Month and Encouraging Community Participation in Monett's First-Ever Hunt for a Cause Scavenger Hunt on September 13, 2025
- E. Second Reading and Consideration of Approval of Ordinance No. 9083: An Ordinance of the City of Monett, Missouri, Amending Ordinance No. 8902 by Adding an Addendum to the Sewer Service Contract with the City of Purdy, Updating Sewer Rates for the Years 2026 Through 2031
- F. First and Second Reading and Consideration of Approval of Ordinance No. 9092: An Ordinance Authorizing the Issuance of a Not to Exceed \$4,598,936 Principal Amount Combined Waterworks and Sewerage System Revenue Bond (State of Missouri - Direct Loan Program) Series 2025; Prescribing the Form and Details of the Bond; and Authorizing Certain Other Actions and Documents in Connection Therewith
- G. First Reading and Consideration of Approval of Ordinance No. 9099: An Ordinance of the City of Monett, Missouri, Directing that the Question "Shall a Commission be Chosen to Frame a Charter?" and the List of Candidates for that Commission be Submitted to the Voters to Provide for the Initiation of the Process to Explore Whether Monett Should Become a Constitutional Charter City, and Directing that the Question "Shall a Commission be Chosen to Frame a Charter?" and the List of Candidates for that Commission be Placed on the Ballot for the Local Election in April of 2026 to the Qualified Voters within the City of Monett, Barry and Lawrence County, Missouri
- H. First Reading and Consideration of Approval of Ordinance No. 9093: An Ordinance Approving the Rezoning of North Hills Subdivision
- I. First Reading and Consideration of Approval of Ordinance No. 9094: An Ordinance Approving the Preliminary Plat for Phase One of the North Hills Subdivision

- J. Reading and Consideration of Approval of Resolution No. 9095: A Resolution Authorizing the Filing of an Application and Associated Tasks with the Missouri Department of Natural Resources (DNR), Financial Assistance Center's Funding Programs for Loans and/or Grants Under the Missouri Clean Water Law or the Missouri Safe Drinking Water Law
- K. Reading and Consideration of Approval of Resolution No. 9096: A Resolution Authorizing the City Council of Monett, Missouri, to Approve the Name Change of the Building and Code Administration Department
- L. Reading and Consideration of Approval of Resolution No. 9097: A Resolution Authorizing the Purchase of a Motor, Including Labor Costs, for Fire Truck 1113 for the City of Monett Fire Department
- M. Reading and Consideration of Approval of Resolution No. 9098: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement for E-Waste Disposal

VI. Informational Items

- A. Monthly Financial Report
- B. Monthly Departmental Reports
- C. Next City Council Work Session: Thursday, October 2nd, 2025 at 9:30 a.m. at City Hall Conference Room
- D. Next regular City Council meeting: Thursday, October 9th, 2025 at 6:00 p.m. at Monett School District Boardroom

VII. Closed Session Notice: Council will convene into closed session pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.

VIII. Adjournment

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
AUGUST 14, 2025**

I. Call to Order

Mayor Burke called the meeting to order at 6:00 p.m. All members were present.

II. Pledge of Allegiance

Pledge of Allegiance was recited.

III. Approval of the Agenda

IV. Public Comments

No public comments were received.

V. Regular Business

A. Consent Agenda

- Approval of Minutes from the July 10, 2025 City Council Work Session
- Approval of Minutes from the July 10, 2025 City Council Meeting
- Approval of Minutes from the July 22, 2025 City Council Work Session
- Approval of Minutes from the July 24, 2025 City Council Work Session
- Approval of Minutes from the July 31, 2025 City Council Work Session

Commissioner Gaspar made a motion to approve the agenda, seconded by Commissioner Indovina. Roll call vote on the motion to approve the agenda: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

B. Officially Swear in Brandon Pennington as the Full-Time Fire Chief for the City of Monett, Missouri.

- Mayor Burke offered comments in recognition of Brandon Pennington's appointment as Fire Chief.
- The City Clerk administered the oath of office.

C. First Reading and Consideration of Approval of Ordinance No. 9079: An Ordinance Authorizing the Execution of a Contract with Tantalus Systems for the Purchase and Installation of an Advanced Metering Infrastructure (AMI) System for the City of Monett, Missouri

- Ordinance No. 9079: Presented for second reading. No discussion.

Commissioner Gaspar made a motion to approve Ordinance No. 9079, seconded by Commissioner Indovina. Roll call vote on the motion to approve Ordinance No. 9079: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

D. First Reading and Consideration of Approval of Ordinance No. 9083: An Ordinance of the City of Monett, Missouri, Amending Ordinance No. 8902 by Adding an Addendum to the Sewer Service Contract with the City of Purdy, Updating Sewer Rates for the Years 2026 Through 2031

- Ordinance No. 9083: Presented for first reading. No action taken.

E. First and Second Reading and Consideration of Approval of Ordinance No. 9091: An Ordinance Authorizing the City of Monett, Missouri, to Accept the Bid of McClanahan Construction Company, Inc. for Improvements to the City of Monett Wastewater Treatment Plant (WWTP) and to Enter into a Contract for Said Improvements

- Ordinance No. 9091: Presented for first and second reading. No discussion.

Commissioner Gaspar made a motion to approve Ordinance No. 9091, seconded by Commissioner Indovina. Roll call vote on the motion to approve Ordinance No. 9091: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

F. Resolution No. 9084: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement for the Development of a Playground in South Park

- Resolution No. 9084: Presented for reading.

Commissioner Gaspar made a motion to approve Resolution No. 9084, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9084: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

G. Resolution No. 9085: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement with Two Real Estate Agencies for the Sale of City Properties

- Resolution No. 9085: Presented for reading. Brief discussion held.

Commissioner Gaspar made a motion to approve Resolution No. 9085, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9085: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

H. Resolution No. 9086: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement with the Ozark Regional YMCA

- Resolution No. 9086: Presented for reading.

Commissioner Indovina made a motion to approve Resolution No. 9086, seconded by Commissioner Gaspar. Roll call vote on the motion to approve Resolution No. 9086: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

I. Resolution No. 9087: A Resolution Authorizing the City Council of Monett, Missouri, to Repurpose the City-Owned Facility at 100 South Maple

- Resolution No. 9087: Presented for reading. Brief discussion held by City Administrator Mickey Ary for the purposes of the facility.

Commissioner Gaspar made a motion to approve Resolution No. 9087, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9087: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

J. Resolution No. 9088: A Resolution Authorizing the City Council of Monett, Missouri, to Issue a Special Use Permit for the Cancer Awareness Event

- Resolution No. 9088: Presented for reading. Brief discussion held — the special use permit is to allow food trucks for the event.

Commissioner Indovina made a motion to approve Resolution No. 9088, seconded by Commissioner Gaspar. Roll call vote on the motion to approve Resolution No. 9088: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

K. Resolution No. 9089: A Resolution Authorizing the City Council of Monett, Missouri, to Approve Change Order One for Lowes Lane Road Improvement

- Resolution No. 9089: Presented for reading. Noted change of \$743,000 for TIF 3 project cost-share savings.

Commissioner Gaspar made a motion to approve Resolution No. 9089, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9089: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

L. Resolution No. 9090: A Resolution Authorizing the City Council of Monett, Missouri, to Approve a Member of the Planning and Zoning Commission

- Resolution No. 9090: Presented for reading.

Commissioner Indovina made a motion to approve Resolution No. 9090, seconded by Commissioner Gaspar. Roll call vote on the motion to approve Resolution No. 9090: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

VI. Informational Items

A. City Administrator Report

- Public Works chip-and-seal project update

- Fire Department hosting a Back-to-School Bash
- Thanked Council for approving the special use permit resolution
- Pep rallies downtown, strong community involvement

B. Monthly Financial Report

C. Monthly Departmental Reports

D. Next City Council Work Session

- August 28, 2025 at 9:30 a.m. – City Hall Conference Room
- Mayor of West Plains will be attending via Teams

E. Next Regular City Council Meeting

- Thursday, September 11, 2025 at 6:00 p.m. – Monett School District Boardroom

VII. Closed Session Notice

Commissioner Gaspar made a motion to convene into closed session with Council, City Administrator, City Clerk, and Human Resource Generalist at 6:22 p.m. pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.

VIII. Adjournment

Kelley McMillan, City Clerk

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL WORK SESSION
AUGUST 28, 2025**

I. Call to Order

The meeting was called to order at 9:30 AM.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

The agenda was reviewed and approved as presented.

IV. Regular Business

A. Discussion Regarding Change of Government

Holly Dodge from Lauber Municipal Law was present. The Mayor and City Administrator of West Plains attended via Teams. After a lengthy discussion, key points discussed included:

- Overview of proposed governance structure changes
- Timeline for potential implementation
- Roles and responsibilities of elected and appointed officials under the new structure
- Impact on city departments and personnel
- Public engagement and notification requirements, including the preparation of a formal agenda for public notices
- Legal considerations and compliance with Missouri statutes

B. TIF District 3 Update

City Engineer Kevin Sprenkle provided an update regarding TIF District 3. Key points included:

- Barry County Commissioners are supportive of the TIF project
- No issues have been identified that would halt the project
- Next steps and timeline for project implementation

C. Discussion Regarding Chapter 353

- Invitations were extended for Chapter 353 informational meetings scheduled for September 3, 2025 and September 4, 2025
- Purpose and agenda for the meetings were discussed
- If approved by Council, a blight study will be conducted
- The City will work with legal counsel to ensure compliance with Chapter 353 requirements

D. Discussion Regarding Rezoning of 401 Main St.

- City Engineer Kevin Sprenkle provided an update regarding the rezoning request
- Concerns were raised regarding the request, and he recommended working with the BOCA department to gather additional information before Council approval

V. Informational Items

A. Next Regular City Council Meeting

The next regular meeting is scheduled for Thursday, September 11, 2025, at 6:00 PM at the Monett School District Boardroom.

VI. Closed Session

At 11:14 AM, Commissioner Indovina made a motion to go into closed session with Council, the City Administrator, City Clerk, and HR Generalist present. The motion was seconded by Commissioner Gaspar, and all were in favor. The closed session was held pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.

VII. Adjournment

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor and Commissioners

From: Skip Schaller, PE

Date: 7/31/2025

Re: Updating Purdy Sewer Contract

GENERAL INFORMATION

With Monett updating their sewer rates in October and the subsequent years following, Purdy's contract needs to be adjusted to reflect that.

PROPOSAL

An addendum to the existing Purdy Sewer Contract updating pricing for 2026 thru 2031. The City calculates bills based on the previous year and bills it out monthly. This contract needs to be in place by the end of the year so when 2025 numbers come in at the end of the year, the proper amount will be figured to be billed in 2026. The costs on this sheet are different than our cost in code because the City's updates happen in October, so these numbers are based on blending the two different rates.

RECOMMENDATION

I recommend council signing the addendum and updating the rates for Purdy.

ATTACHMENTS

Addendum to Purdy Sewage Contract Signed by Purdy





Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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Addendum to Purdy Sewage Treatment Agreement

The Rates in Section X, Subsection B are being adjusted in accordance with City of Monett Ordinance No. 9056. The City of Purdy billing is based on the calendar year and the rate adjustments for the City of Monett are going into effect October 1, 2025, and the consecutive years October 1 until 2031. The rates listed are the average for the two different rates during the calendar year. The billing for this addendum will go into effect January 1, 2026. This addendum is made in accordance with Section II, Duration of the Agreement that allows parties to amend the agreement.

Year	Base Charge	User Rate Per 1000
2026	\$16.40	\$2.2180
2027	\$17.80	\$2.5290
2028	\$18.60	\$2.5820
2029	\$19.40	\$2.6400
2030	\$20.20	\$2.0706
2031	\$20.80	\$2.7600

City of Monett

By: _____

Attest

City of Purdy

By: MAYOR

B. B.

Attest

**AN ORDINANCE OF THE CITY OF MONETT, MISSOURI, AMENDING
ORDINANCE NO. 8902 BY ADDING AN ADDENDUM TO THE SEWER
SERVICE CONTRACT WITH THE CITY OF PURDY, UPDATING SEWER
RATES FOR THE YEARS 2026 THROUGH 2031.**

WHEREAS, the City of Monett previously entered into a sewer service contract with the City of Purdy, formalized under Ordinance No. 8902; and

WHEREAS, Monett's sewer rates are updated annually in October, and it is necessary to adjust the Purdy contract to reflect these updated rates through the addition of an addendum; and

WHEREAS, the proposed addendum outlines updated pricing for the years 2026 through 2031, based on the City's blended sewer rates for accurate billing; and

WHEREAS, it is the intent of both parties to have this addendum in place prior to year-end, to ensure accurate billing calculations when 2025 sewer usage data becomes available;

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

SECTION 1. That Ordinance No. 8902 is hereby amended to include an addendum to the sewer service contract with the City of Purdy, updating the sewer service pricing for the years 2026 through 2031, as outlined in the document titled "*Addendum to Purdy Sewage Contract*" attached hereto and incorporated herein by reference.

SECTION 2. The Mayor, City Administrator, or their designee is hereby authorized to execute the addendum on behalf of the City of Monett.

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

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this _____ day of _____, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

ORDINANCE NO. 9092

OF THE

CITY COUNCIL

OF THE

CITY OF MONETT, MISSOURI

PASSED SEPTEMBER 11, 2025

AUTHORIZING:

NOT TO EXCEED \$4,598,936

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

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Exhibit C. Outstanding Parity Bonds

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$4,598,936 PRINCIPAL AMOUNT COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2025; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

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

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

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

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

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

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025 (the “Bond”) in the maximum principal amount of \$4,598,936 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 8, 2014 (the “Election”) and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of combined waterworks and sewerage system revenue bonds in an aggregate amount of \$6,000,000 to finance the costs of constructing, extending and improving the City’s sewerage system; and

WHEREAS, \$1,401,063.97 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 \$4,598,936 of the remaining 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 is specifically authorized to issue the Bond and 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 CITY COUNCIL OF THE CITY OF MONETT, 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 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.

“Bond” means the Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025, authorized and issued under this Ordinance.

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

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

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

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

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

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

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

“Defeasance Securities” means:

(a) Federal Securities;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Net Revenues” means Revenues less Current Expenses.

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

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

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

(1) any portion of the Bond canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) any portion of the Bond for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) any portion of the Bond in exchange for which, or in lieu of which, another Bond or Bonds have been registered and delivered pursuant to this Ordinance; and

(4) any portion of the Bond allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

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

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

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

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

“Principal Payment Date” means each January 1 and July 1, commencing July 1, 2026, 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 December 15, 2025.

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

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

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

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

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

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

“State” means the State of Missouri.

“Stated Maturity” means July 1, 2045, 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 715, Article II, Section 715.090 and Chapter 715, Article III, Section 715.240 of the Monett Municipal Code, as amended by Ordinance No. 9056 adopted by the Governing Body on April 10, 2025, as each 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 from R-1, in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bond will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to the Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

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

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

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

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

(c) Payments of principal on the Bond pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF THE BOND

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

Section 302. Mandatory Redemption Provisions.

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

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 20 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01). In no event will the revised Stated Maturity of the Bond exceed 35 years from the Closing Date.

Section 303. Revisions to Exhibit B upon Partial Redemption.

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

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

Section 304. Notice and Effect of Call for Redemption.

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

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

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

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

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

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

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

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

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

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

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

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

(1) the Debt Service Fund;

(2) the Construction Fund;

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

(4) the Administrative Expense Fund.

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

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

(a) On the Closing Date, the proceeds received from the sale of the Bond will be deposited upon the delivery of the Bond into the Construction Fund and the Administrative Expense Fund as provided

in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

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

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

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bond and so long as any portion of the Bond remains Outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in this Ordinance, the Parity Bonds Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

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

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

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

(A) to the Interest Account of the Repayment Fund, on December 15, 2025, the total amount of interest due on the Bond on the next Interest Payment Date, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bond on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due

on the Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

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

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

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

(B) to the Principal Account of the Repayment Fund, on March 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 20 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement);

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

(4) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account (i) the sum of **\$39,764.00 each month**, commencing on the first day of the month following the issuance of the Bond, which, except as provided in Section 503, shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof and (ii) the amounts and at the times required under any applicable Parity Bonds Ordinance for the purposes stated therein; and

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

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

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

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

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

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

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

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

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

Section 503. Deficiency of Payments into Funds and Accounts.

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

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

Section 504. Transfer of Funds to Paying Agent. Subject to the provisions of Section 503(b) with respect to the application of funds on a proportionate basis with the Outstanding Parity Bonds and any other the Parity Bonds issued by the City, the City Clerk or any other officer of the City is authorized and directed to make the payments to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502 and, to the extent necessary to prevent a default in the payment of the Bond, withdrawal funds from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, in sums sufficient to pay the Bond when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bond are due. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bond or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

INVESTMENT OF MONEYS

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

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

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

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bond as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on

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

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

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

Section 705. Annual Audit.

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

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

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

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

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

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

Section 802. Parity Lien Bonds or Obligations.

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

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

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

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

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

income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

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

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

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

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on the Bond, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

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

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

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

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

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

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

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bond will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bond.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When any or all of the Bond has been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or portion thereof so paid and discharged. The Bond or portion thereof shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent or other bank or trust company located in the State of Missouri, at or prior to Stated Maturity or redemption date of said Bond or portion thereof, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the Bond or portion thereof on the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bond or portion thereof shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond or portion thereof, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions

to the Paying Agent to redeem such Bond or portion thereof; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond or portion thereof at its Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Local Bond Counsel to the effect that the conditions for the defeasance of the Bond or portion thereof pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond or portion thereof at the Stated Maturity or upon redemption, a written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging the Bond or portion thereof shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bond, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

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

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

ARTICLE XII

MISCELLANEOUS PROVISIONS

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

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bond may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

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

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

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PASSED by the City Council of the City of Monett, Missouri and APPROVED by the Mayor this
11th day of September, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

EXHIBIT A

FORM OF BOND

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

Registered
No. R-1

Registered
Not to exceed \$4,598,936

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF MONETT, MISSOURI

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

Closing Date

Interest Rate

Stated Maturity[†]

July 1, 2045

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED FOUR MILLION FIVE HUNDRED NINETY-
EIGHT THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS

The CITY OF MONETT, MISSOURI, a third-class city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2026 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

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

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

This Bond is a duly authorized bond of the City designated “Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025” (the “Bond”), issued by the City for the purpose of constructing, extending and improving the combined waterworks and sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the “System”), under the authority of and in full compliance with provisions of the Act, and pursuant to an election duly held in the City and an ordinance duly passed by the 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 MONETT, 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 MONETT, 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 MONETT, MISSOURI
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

[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>
July 1, 2026	\$ 95,000	January 1, 2036	\$ 117,000
January 1, 2027	96,000	July 1, 2036	118,000
July 1, 2027	97,000	January 1, 2037	120,000
January 1, 2028	98,000	July 1, 2037	121,000
July 1, 2028	99,000	January 1, 2038	122,000
January 1, 2029	100,000	July 1, 2038	124,000
July 1, 2029	101,000	January 1, 2039	125,000
January 1, 2030	102,000	July 1, 2039	126,000
July 1, 2030	104,000	January 1, 2040	128,000
January 1, 2031	105,000	July 1, 2040	129,000
July 1, 2031	106,000	January 1, 2041	131,000
January 1, 2032	107,000	July 1, 2041	132,000
July 1, 2032	108,000	January 1, 2042	134,000
January 1, 2033	110,000	July 1, 2042	135,000
July 1, 2033	111,000	January 1, 2043	137,000
January 1, 2034	112,000	July 1, 2043	138,000
July 1, 2034	113,000	January 1, 2044	140,000
January 1, 2035	114,000	July 1, 2044	141,000
July 1, 2035	116,000	January 1, 2045	143,000
		July 1, 2045 ^{††}	143,936

[†]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>Stated Maturity</u>	<u>Amount Issued</u>
Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri - Direct Loan Program) Series 2013	September 9, 2013	January 1, 2035	Not to Exceed \$11,012,000 ¹
Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri - Direct Loan Program) Series 2015	October 13, 2015	July 1, 2036	Not to Exceed \$1,895,000 ²

¹ \$10,002,320.94 aggregate principal amount was finally issued upon completion of funding.

² \$1,401,063.97 aggregate principal amount was finally issued upon completion of funding.

PURCHASE AGREEMENT

Dated as of September 1, 2025

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF MONETT, MISSOURI

relating to

NOT TO EXCEED \$4,598,936
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

OF THE

CITY OF MONETT, MISSOURI

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of September 1, 2025, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF MONETT, MISSOURI, a third-class city and political subdivision of the State of Missouri (the “Participant”). *Terms not otherwise defined in the Recitals or Section 1.1 of this Agreement have the meanings set forth in the below-defined Ordinance.*

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.
2. The Commission has approved a loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”).
3. DNR and the Participant have entered into this Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified wastewater treatment facilities (the “Project” as further described in this Agreement), (b) set forth the parties’ respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.
4. The Loan will be evidenced by the Bond of the Participant delivered to DNR, as owner of the Bond (the “Owner”), in the form authorized by the ordinance of the Participant (the “Ordinance”).
5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of September 1, 2025 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).
6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

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

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

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

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

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

“Bond” means the Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025, issued by the Participant pursuant to the Ordinance.

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

“CFR” means the Code of Federal Regulations.

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

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

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

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

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

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of September 1, 2025, 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 April 1 to March 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 \$27,593.62, 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 \$4,598,936.

“Ordinance” means the ordinance of the Participant, passed on September 11, 2025, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

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

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

This Project will address issues with the reliability of aeration equipment at the Participant’s wastewater treatment plant. Four of the ten existing brush rotors will be replaced with a diffused air system and expand the treatment capability within the oxidation ditches. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project further includes all changes agreed to in writing by the Participant and DNR.

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

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

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

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

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

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

“State” means the State of Missouri.

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

“User Charge Ordinance” means Chapter 715, Article II, Section 715.090 and Chapter 715, Article III, Section 715.240 of the Monett Municipal Code, as amended by Ordinance No. 9056 adopted by the Governing Body on April 10, 2025, as each 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 third-class city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the “List of Parties Excluded from Federal Procurement or Non Procurement Programs” may result in the termination of the Participant’s participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

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

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

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

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

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

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

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

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

(2) The “six good faith efforts” are:

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

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

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

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

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

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

(3) DBE Reporting: MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 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 \$4,598,936, 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 \$4,598,936 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; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bond will be \$4,598,936, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$60,793.62, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant’s due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bond disbursed from time to time pursuant to this Agreement, the Participant will allocate \$1,141,708.00 from other legally available funds of the Participant to pay a portion of the costs of the Project.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a “private activity bond” as defined in Code § 141.

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

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

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

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

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

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

(f) *Management Contracts.* The Participant has not entered into any “Management Contract” (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term “Management Contract” is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.¹

¹ CITY TO CONFIRM

(g) Leases. The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.²

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 January 20, 2014, 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.

² CITY TO CONFIRM

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

Section 5.12 Records.

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

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

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

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

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

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

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

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

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

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

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

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

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

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

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

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

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the

Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

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

Section 7.4 Attorneys' Fees and Other Expenses.

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

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

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

“Dissemination Agent” means the Master Trustee.

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

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

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

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

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form

contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

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

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

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bond, or other material events affecting the tax status of the Bond or Master Trust Bonds, proceeds of which have been allocated to the Bond;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bond, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
- (13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

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

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

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

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

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

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

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

Participant:

City of Monett, Missouri
217 5th Street
Monett, Missouri 65708
Attention: Mayor

DNR:

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

Paying Agent:

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF MONETT, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 44-6000225

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES FINANCIAL ASSISTANCE CENTER STATE REVOLVING FUND REIMBURSEMENT FORM			
RECIPIENT ORGANIZATION: CITY OF MONETT 217 5th STREET MONETT, MO 65708 FUNDING PROGRAM: Clean Water FUNDING TYPE: Loan PROJECT NUMBER: C295923-01		PAYMENT REQUEST NUMBER: _____ LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CITY OF MONETT 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 EE. AMOUNT PAYABLE TO RECIPIENT _____		BB. CC. EE.
CERTIFICATION: 1. By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 2. The payrolls for this reimbursement request contain the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1), based upon the most recent payroll copies.			
RECIPIENT: Signature of authorized certifying official Typed or printed name and title Date signed			
Office Use Only DNR REVIEWER: Signature of review official Typed or printed name and title Date signed			

CONTINUATION PAGE

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

PAGE _____ OF _____

RECIPIENT ORGANIZATION:

CITY OF MONETT

PAYMENT REQUEST NUMBER: _____

PROJECT NUMBER: C295923-01

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

EXHIBIT B
FEDERAL REQUIREMENTS^{3,4}

<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	-

³ As of December 2024

⁴ 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 E.O. 11246 (1965)		Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-

<u>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 24 449 CFR Part 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 Monett, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C295923-01
Name of bonds ("Bonds") evidencing the SRF Loan:	Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025
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:	[**CLOSING DATE**]
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**

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July 25, 2013

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STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“IRS” means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

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

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

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

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

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

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

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

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

Section 3.2. Training.

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

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

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

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

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

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

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

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

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

Section 5.2. Prior to Issuance of Participant Loan.

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

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

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

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

Section 5.4. Participant Annual Compliance Checklists; Reviews.

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

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

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

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

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

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

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

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

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

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

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

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

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

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

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

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

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

Section 7.4. Final Allocation of Bond Proceeds.

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

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

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

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

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

ARTICLE VIII

ONGOING MONITORING PROCEDURES

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

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

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMBPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE

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

A-1

¹ As of [**CLOSING DATE**].

**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: _____

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

NOT TO EXCEED \$4,598,936

CITY OF MONETT, MISSOURI

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

NOT TO EXCEED \$4,598,936

CITY OF MONETT, MISSOURI

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

CLOSING: [**CLOSING DATE**]

CLOSING LIST

Document
No.

1. Bond Ordinance.
2. Purchase Agreement.
3. Escrow Trust Agreement.
4. Specimen Bond; Revenue Bond Index from *The Bond Buyer*.
5. A. Minutes of January 20, 2014 Meeting of the City Council showing adoption of an ordinance calling a special bond election.
B. Agenda/Notice of Meeting.
6. Ordinance calling a special bond election.
7. Notification to Election Authorities.
8. Election Authority's Certificate (Barry County), with the following exhibits attached:
 - A. Official Ballot.
 - B. Abstract of Votes.
 - C. Affidavit of Publication.
9. Election Authority's Certificate (Lawrence County), with the following exhibits attached:
 - A. Official Ballot.
 - B. Abstract of Votes.
 - C. Affidavit of Publication.
10. A. Excerpt of Minutes of September 11, 2025 Meeting of the City Council showing adoption of the Bond Ordinance.
B. Agenda/Notice of Meeting.

Document
No.

11. City's Closing Certificate, with the following item attached:

Schedule 1. Application of Administrative Expense Fund Closing Deposit.
12. Paying Agent's Closing Certificate.
13. Receipt for Bond and Closing Certificate of DNR.
14. Parity Bond Certificate.
15. Pro Forma Debt Service Schedule.
16. Opinion of Local Bond Counsel.

* * * *

EXCERPT OF MINUTES OF MEETING

The City Council of the City of Monett, Missouri, met at _____ .m. in regular session on September 11, 2025, at 217 5th Street, in Monett, Missouri. The following officers were present or absent as indicated:

<u>Name</u>	<u>Office</u>	<u>Present/Absent</u>
Randy Burke	Mayor	[**Present**]
Darren Indovina	Councilmember	[**Present**]
Ken Gaspar	Councilmember	[**Present**]
Kelley McMillan	City Clerk	[**Present**]

A quorum was declared present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance of a Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025 came on for consideration.

A Bill was introduced, being for an Ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$4,598,936 PRINCIPAL AMOUNT COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2025; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

[Remainder of Page Intentionally Left Blank.]

There being no other business to come before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

(Seal)

City Clerk

CITY'S CLOSING CERTIFICATE

Not to Exceed \$4,598,936
City of Monett, Missouri
Combined Waterworks and Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program)
Series 2025

We, the undersigned, are the duly qualified and authorized officials of the City of Monett, Missouri (the “City”), and we hereby certify as of [**CLOSING DATE**], in connection with the issuance of the above-described bond (the “Bond”) as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the ordinance authorizing the Bond adopted by the governing body of the City (the “Ordinance”).

2. Organization and Authority. The City is a third-class city organized and existing under the Constitution and laws of the State of Missouri. The City 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 Ordinance and any and all other agreements relating thereto.

3. Transcript of Proceedings; Ordinance. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bond furnished to the Missouri Department of Natural Resources (“DNR”), as the purchaser of the Bond, is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. The copy of the Ordinance included in the Transcript (a) constitutes a full, true and correct copy of the Ordinance duly passed by the Governing Body of the City at a meeting duly held, after proper notice thereof, on September 11, 2025; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in the office of the City Clerk.

4. Meetings. All meetings of the governing body of the City as shown in the Transcript were called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri, as amended.

5. Incumbency of Officers. The following named persons were the duly qualified and acting officials of the City at all times during which such persons participated in the proceedings authorizing the issuance of the Bond as shown in the Transcript:

<u>Name</u>	<u>Office</u>
Randy Burke	Mayor
Darren Indovina	Councilmember
Ken Gaspar	Councilmember
Kelley McMillan	City Clerk

6. Execution of Bond. The Bond in the maximum principal amount of \$4,598,936, consisting 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 (the "Authorized Denomination"), has been duly signed and executed by the manual signatures of the Mayor and the City Clerk as the duly qualified, constituted and authorized officials of the City. On the date of the Bond, and on the date when the Bond was executed, such officials were and at the date hereof are the officials indicated by their signatures on the Bond and on this Certificate, respectively. The signatures of such officials on the Bond are their true and genuine signatures.

7. Sale of Bond. The Bond have been sold on a negotiated basis at a rate not exceeding 10% per annum, and at a price of 100% of the par value thereof, in compliance with the requirements of Section 108.170 of the Revised Statutes of Missouri, as amended.

8. Execution of the City Documents. The Purchase Agreement and the Escrow Agreement (collectively, "City Documents") have been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance; the copies of the City Documents contained in the Transcript are true, complete and correct copies thereof as executed and delivered by the City and are in substantially the same form and text as the copies thereof approved by the Ordinance; and the City Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

9. Representations and Warranties under the City Documents. The City has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the City Documents and each of the City's representations and warranties contained in the City Documents are true and correct as of the date hereof.

10. No Litigation. There is no litigation, suit or other proceeding of any kind pending, or to our knowledge, after due investigation, threatened, (a) that is seeking to restrain or enjoin the issuance or delivery of the Bond; (b) that is contesting, disputing or affecting in any way (1) the legal organization of the City or its boundaries, (2) the right or title of any of its officers to their respective offices, (3) the legality of any of its official acts shown to have been done in the Transcript, (4) the constitutionality or validity of the Bond or the obligations represented by the Bond, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (5) the legality, validity or enforceability of the Ordinance or the City Documents, or (6) the imposition and collection of rates, fees or charges to pay the principal of and interest on the Bond; or (c) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bond or to perform its agreements and obligations under the Ordinance or any of the City Documents.

11. Request to Authenticate and Deliver Bond. The Paying Agent is hereby requested and authorized pursuant to the Ordinance, to authenticate the Bond in the maximum principal amount of \$4,598,936 in the Authorized Denomination and registered in such name(s) as shall be specified by DNR, and to deliver the Bond to DNR upon payment for the account of the City of the initial Purchase Price Installment for the Bond.

12. Receipt for Purchase Price; Initial Deposits.

(a) The City acknowledges receipt on the date hereof from DNR the initial Purchase Price Installment of the Bond in the amount of \$60,793.62, which amount has been transferred to the Paying Agent for further deposit as set forth below.

(b) The Paying Agent is authorized and directed to deposit and apply amounts received into the Funds established under the Escrow Agreement as follows:

(i) \$60,793.62 into the Administrative Expense Fund (for application as set forth in the attached Schedule 1); and

(ii) \$0.00, the balance of the initial Purchase Price Installment, into the Construction Fund (for application as set forth in the attached Exhibit A).

13. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C., to file the information required by Section 37.850 of the Revised Statutes of Missouri, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

14. Outstanding Revenue Obligations. As of the date hereof, the Participant does not have outstanding any bonds or other obligations payable out of the Net Revenues derived from the operation of the System other than the Bond and the Outstanding Parity Bonds. No event has occurred and is continuing which, with the passage of time or the giving of notice, would constitute a breach of or an event of default under the Ordinance or the Outstanding Parity Bonds Ordinance.

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

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IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

Signature

Official Title

Mayor

(SEAL)

City Clerk

SCHEDULE 1 TO CITY'S CLOSING CERTIFICATE

APPLICATION OF ADMINISTRATIVE EXPENSE FUND CLOSING DEPOSIT

<u>Description</u>	<u>Payee</u>	<u>Amount</u>
Master Trust Bonds Expense	DNR (per Escrow Agreement)	\$27,593.62
Program Bond Counsel Fee	Gilmore & Bell, P.C.	8,500.00
Local Bond Counsel Fee	Gilmore & Bell, P.C.	23,700.00
Paying Agent's Acceptance Fee	UMB Bank, N.A.	<u>1,000.00</u>
Total		<u>\$60,793.62</u>



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

[**CLOSING DATE**]

City of Monett, Missouri

Missouri Department of Natural Resources
Jefferson City, Missouri

Re: Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025 of the City of Monett, Missouri

To Addressees:

We have acted as bond counsel to the City of Monett, Missouri (the “*City*”), in connection with the issuance of the above-captioned bond in the maximum principal amount of \$4,598,936 (the “*Bond*”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bond is issued pursuant to an ordinance adopted by the governing body of the City (the “*Ordinance*”). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Ordinance.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The City is validly existing as a political subdivision of the State of Missouri (the “*State*”) with the power to adopt the Ordinance, perform the agreements on its part contained therein, and issue the Bond.
2. The Bond has been duly authorized, executed and delivered by the City and is a valid and legally binding special, limited obligation of the City.
3. The Bond is payable solely from the Net Revenues of the System. The Bond does not constitute a general obligation of the City and does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the City is not pledged to the payment of the Bond.

4. The Ordinance has been duly adopted by the governing body of the City and constitutes a valid and legally binding obligation of the City enforceable against the City. The Ordinance creates a valid lien on the Net Revenues pledged by the Ordinance for the security of the Bond on a parity with other System Revenue Bonds, if any, issued or to be issued as Parity Bonds under the Ordinance. The Bond is being issued on a parity with the Outstanding Parity Bonds.

5. The Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the City and are valid and legally binding agreements of the City, enforceable against the City in accordance with their respective terms.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Bond. Further, we express no opinion regarding the perfection or priority of the lien on the Net Revenues pledged under the Ordinance or tax consequences arising with respect to the Bond other than as expressly set forth in this opinion.

The rights of the owner of the Bond and the enforceability of the Bond, the Ordinance, the Purchase Agreement and the Escrow Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

PAYING AGENT'S CLOSING CERTIFICATE

Not to Exceed \$4,598,936
City of Monett, Missouri
Combined Waterworks and Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program)
Series 2025

The undersigned, UMB BANK, N.A. (the “Paying Agent”), as escrow agent and paying agent under the Escrow Trust Agreement (the “Escrow Agreement”), entered into between the Paying Agent and the City of Monett, Missouri (the “City”), in connection with the issuance of the above-referenced bond (the “Bond”) pursuant to the ordinance authorizing the Bond adopted by the governing body of the City (the “Ordinance”), does hereby certify as of the Closing Date (as defined in the Purchase Agreement between the City and the Missouri Department of Natural Resources) as follows:

1. Power and Authority of Paying Agent. The Paying Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America. The Paying Agent is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as escrow agent and paying agent as provided in the Escrow Agreement. The Paying Agent accepts the appointment as the escrow agent and paying agent by the City and hereby accepts the duties and obligations imposed upon it by the Ordinance and the Escrow Agreement.

2. Authentication of Bond. Pursuant to and in accordance with the provisions of the Ordinance, prior to the delivery of the Bond, the Certificate of Authentication on the Bond so delivered was signed on behalf of the Paying Agent by a duly elected or appointed, qualified and acting officer or signatory of the Paying Agent, duly authorized to perform the acts referred to in this paragraph.

3. Execution of Escrow Agreement. The Escrow Agreement has been duly executed on behalf of the Paying Agent by its duly authorized officer, and said person was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

4. Receipt of Documents. The Paying Agent hereby acknowledges receipt of the documents referred to in Section 3.1 of the Purchase Agreement that are required thereby to be filed with the Paying Agent prior to or simultaneously with the delivery of the Bond to the purchaser thereof.

UMB BANK, N.A., as Paying Agent

By: _____
Title: Vice President

RECEIPT FOR BOND AND CLOSING CERTIFICATE

City of Monett, Missouri
Combined Waterworks and Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program)
Series 2025

I, the undersigned, hereby certify that I am a duly appointed and authorized officer of the Missouri Department of Natural Resources (“DNR”), and as such I am familiar with the books and records of DNR. In connection with the purchase by DNR of the above-referenced bond (the “Bond”) of the City of Monett, Missouri (the “City”) pursuant to the Purchase Agreement (the “Purchase Agreement”) between the City and DNR, I hereby further certify, as of the Closing Date (as defined in the Purchase Agreement), as follows:

1. Receipt for Bond. DNR has received the Bond, consisting of one fully-registered bond numbered R-1 in the maximum principal amount set forth on the Bond. The Bond has been signed by the duly authorized officers of the City and has been authenticated by the manual signature of an authorized officer or signatory of the Paying Agent.

2. Execution of Purchase Agreement. The Purchase Agreement has been duly executed and delivered in the name and on behalf of DNR by the undersigned. The Purchase Agreement has not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

3. Satisfaction of Purchase Agreement Requirements. DNR has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to DNR pursuant to the Purchase Agreement prior to or on the date of the delivery of the Bond (except to the extent DNR has waived or consented to modification of certain provisions thereof), and the City has in all respects complied with and satisfied all of its obligations to DNR that are required under the Purchase Agreement to be complied with and satisfied on or before the date hereof.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Title: Authorized Officer

ESCROW TRUST AGREEMENT

Dated as of September 1, 2025

by and between the

CITY OF MONETT, MISSOURI

and

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

relating to

NOT TO EXCEED \$4,598,936
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2025

OF THE

CITY OF MONETT, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of September 1, 2025, between the CITY OF MONETT, MISSOURI, a third-class city and political subdivision of the State of Missouri (the “Participant”), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the “Paying Agent”). *Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.*

RECITALS

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

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of September 1, 2025 (the “Purchase Agreement”) between the Participant and DNR (the “Loan”).

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

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

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

AGREEMENT

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

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

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

“Bond” means the Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025, 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 \$60,793.62 will be deposited by the Paying Agent as follows: (i) \$0.00 in the Construction Fund; and (ii) \$60,793.62 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 Monett, Missouri
217 5th Street
Monett, Missouri 65708
Attention: Mayor

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF MONETT, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Please have the attached signature pages executed and send a scan, followed by originals in overnight delivery to:

Scan: dmartin@gilmorebell.com
Overnight: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, MO 64108

Items Needed Checklist:

- ☐ Executed signature pages (attached for signature)
- ☐ Copy of Notice of Meeting/Agenda from January 20, 2014 Council meeting
- ☐ Copy of Signed Minutes of Meeting from January 20, 2014 Council meeting
- ☐ Copy of Notice of Meeting/Agenda from September 11, 2025 Council meeting
- ☐ Bill No. _____ and Ordinance No. _____ for Bond Ordinance passed on 9/11/25
- ☐ Answers to questions below:

Question 1: Does the City lease out or give any third party the right to use all or a portion of the water or sewer system? If Yes, explain:

Question 2: Does the City have any management agreements for another party to operate or manage any portion of the water or sewer system? If Yes, explain:

PASSED by the City Council of the City of Monett, Missouri and APPROVED by the Mayor this
11th day of September, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

CITY OF MONETT, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 44-6000225

CITY OF MONETT, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

Signature

Official Title

Mayor

(SEAL)

City Clerk

EXCERPT OF MINUTES OF MEETING

The City Council of the City of Monett, Missouri, met at _____ .m. in regular session on September 11, 2025, at 217 5th Street, in Monett, Missouri. The following officers were present or absent as indicated:

<u>Name</u>	<u>Office</u>	<u>Present/Absent</u>
Randy Burke	Mayor	_____
Darren Indovina	Councilmember	_____
Ken Gaspar	Councilmember	_____
Kelley McMillan	City Clerk	_____

A quorum was declared present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance of a Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2025 came on for consideration.

A Bill was introduced, being for an Ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$4,598,936 PRINCIPAL AMOUNT COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2025; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

[Remainder of Page Intentionally Left Blank.]

There being no other business to come before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

(Seal)

City Clerk

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 MONETT, 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 MONETT, 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

CITY OF MONETT, MISSOURI

By: _____

Name: Mickey Ary

Title: City Administrator

City of Monett C295923-01
Direct Loan Amortization (Level Debt)

Loan Statistics

Principal Amount:	4,598,936	Day-count Method	30/360
Interest Rate:	1.72%		
Dated Date:	9/30/2025		
Issue Date:	9/30/2025		
First Interest Payment Date	1/1/2026		
First Principal Payment Date	7/1/2026		
Last Payment	7/1/2045	Admin Fee	0.50%

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment
9/30/25				-	
1/1/26		19,995.15		19,995.15	19,995.15
7/1/26	1	39,550.85	95,000.00	134,550.85	
1/1/27	2	38,733.85	96,000.00	134,733.85	269,284.70
7/1/27	3	37,908.25	97,000.00	134,908.25	
1/1/28	4	37,074.05	98,000.00	135,074.05	269,982.30
7/1/28	5	36,231.25	99,000.00	135,231.25	
1/1/29	6	35,379.85	100,000.00	135,379.85	270,611.10
7/1/29	7	34,519.85	101,000.00	135,519.85	
1/1/30	8	33,651.25	102,000.00	135,651.25	271,171.10
7/1/30	9	32,774.05	104,000.00	136,774.05	
1/1/31	10	31,879.65	105,000.00	136,879.65	273,653.70
7/1/31	11	30,976.65	106,000.00	136,976.65	
1/1/32	12	30,065.05	107,000.00	137,065.05	274,041.70
7/1/32	13	29,144.85	108,000.00	137,144.85	
1/1/33	14	28,216.05	110,000.00	138,216.05	275,360.90
7/1/33	15	27,270.05	111,000.00	138,270.05	
1/1/34	16	26,315.45	112,000.00	138,315.45	276,585.50
7/1/34	17	25,352.25	113,000.00	138,352.25	
1/1/35	18	24,380.45	114,000.00	138,380.45	276,732.70
7/1/35	19	23,400.05	116,000.00	139,400.05	
1/1/36	20	22,402.45	117,000.00	139,402.45	269,284.70
7/1/36	21	21,396.25	118,000.00	139,396.25	
1/1/37	22	20,381.45	120,000.00	140,381.45	269,284.70
7/1/37	23	19,349.45	121,000.00	140,349.45	
1/1/38	24	18,308.85	122,000.00	140,308.85	269,284.70
7/1/38	25	17,259.65	124,000.00	141,259.65	
1/1/39	26	16,193.25	125,000.00	141,193.25	269,284.70

7/1/39	27	15,118.25	126,000.00	141,118.25	
1/1/40	28	14,034.65	128,000.00	142,034.65	269,284.70
7/1/40	29	12,933.85	129,000.00	141,933.85	
1/1/41	30	11,824.45	131,000.00	142,824.45	269,284.70
7/1/41	31	10,697.85	132,000.00	142,697.85	
1/1/42	32	9,562.65	134,000.00	143,562.65	269,284.70
7/1/42	33	8,410.25	135,000.00	143,410.25	
1/1/43	34	7,249.25	137,000.00	144,249.25	269,284.70
7/1/43	35	6,071.05	138,000.00	144,071.05	
1/1/44	36	4,884.25	140,000.00	144,884.25	269,284.70
7/1/44	37	3,680.25	141,000.00	144,680.25	
1/1/45	38	2,467.65	143,000.00	145,467.65	269,284.70
7/1/45	39	1,237.85	143,936.00	145,173.85	145,173.85

	866,282.50	4,598,936.00	5,465,218.50
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<i>Loan Amount</i>	\$	4,598,936.00
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8.15.25

9/30/2025

4/1/2026

Denomination \$ 100
 Prin. Pmts/Yr 2
 Total Prin.Pmts 39

Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
4,598,936.00		-	
4,598,936.00		19,995.15	19,995.15
4,503,936.00	11,497.34	146,048.19	
4,407,936.00	11,259.84	145,993.69	292,041.88
4,310,936.00	11,019.84	145,928.09	
4,212,936.00	10,777.34	145,851.39	291,779.48
4,113,936.00	10,532.34	145,763.59	
4,013,936.00	10,284.84	145,664.69	291,428.28
3,912,936.00	10,034.84	145,554.69	
3,810,936.00	9,782.34	145,433.59	290,988.28
3,706,936.00	9,527.34	146,301.39	
3,601,936.00	9,267.34	146,146.99	292,448.38
3,495,936.00	9,004.84	145,981.49	
3,388,936.00	8,739.84	145,804.89	291,786.38
3,280,936.00	8,472.34	145,617.19	
3,170,936.00	8,202.34	146,418.39	292,035.58
3,059,936.00	7,927.34	146,197.39	
2,947,936.00	7,649.84	145,965.29	292,162.68
2,834,936.00	7,369.84	145,722.09	
2,720,936.00	7,087.34	145,467.79	291,189.88
2,604,936.00	6,802.34	146,202.39	
2,487,936.00	6,512.34	145,914.79	292,117.18
2,369,936.00	6,219.84	145,616.09	
2,249,936.00	5,924.84	146,306.29	291,922.38
2,128,936.00	5,624.84	145,974.29	
2,006,936.00	5,322.34	145,631.19	291,605.48
1,882,936.00	5,017.34	146,276.99	
1,757,936.00	4,707.34	145,900.59	292,177.58

1,631,936.00	4,394.84	145,513.09	
1,503,936.00	4,079.84	146,114.49	291,627.58
1,374,936.00	3,759.84	145,693.69	
1,243,936.00	3,437.34	146,261.79	291,955.48
1,111,936.00	3,109.84	145,807.69	
977,936.00	2,779.84	146,342.49	292,150.18
842,936.00	2,444.84	145,855.09	
705,936.00	2,107.34	146,356.59	292,211.68
567,936.00	1,764.84	145,835.89	
427,936.00	1,419.84	146,304.09	292,139.98
286,936.00	1,069.84	145,750.09	
143,936.00	717.34	146,184.99	291,935.08
-	359.84	145,533.69	145,533.69

246,013.76	5,711,232.26	5,711,232.26
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Average annual payment	291,858.31
Monthly payment	24,321.53

Estimated date of Loan closing:
Estimated Initiation of Operations:

91
FYE 31-Mar

AN ORDINANCE OF THE CITY OF MONETT, MISSOURI DIRECTING THAT THE QUESTION “SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER?” AND THE LIST OF CANDIDATES FOR THAT COMMISSION BE SUBMITTED TO THE VOTERS TO PROVIDE FOR THE INITIATION OF THE PROCESS TO EXPLORE WHETHER MONETT SHOULD BECOME A CONSTITUTIONAL CHARTER CITY, AND DIRECTING THAT THE QUESTION “SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER?” AND THE LIST OF CANDIDATES FOR THAT COMMISSION BE PLACED ON THE BALLOT FOR THE LOCAL ELECTION IN APRIL OF 2026 TO THE QUALIFIED VOTERS WITHIN THE CITY OF MONETT, BARRY AND LAWRENCE COUNTY, MISSOURI.

WHEREAS, Article VI, Section 19 of the Missouri Constitution allows a city such as Monett to frame and adopt a charter for its own form of government; and

WHEREAS, the City of Monett in Barry and Lawrence Counties, Missouri, is able to initiate the process of becoming a constitutional charter city by submitting the question to the voters, **“Shall a Commission be chosen to frame a charter?”**; and

WHEREAS, the City inhabitants must also select 13 commissioners for the Charter Commission to draft a potential Charter to be presented to the voters; and

WHEREAS, candidates for the Commission for the Charter shall be nominated by petition signed by not less than two percent of the qualified electors voting at the next preceding city election, and filed with the election body or official at least thirty days prior to the election but that one thousand electors' signatures shall be sufficient to nominate a candidate; and

WHEREAS, the City wishes to initiate the process of becoming a constitutional charter city by submitting the question to the voters, **“Shall a Commission be chosen to frame a charter?”** and submitting the list of candidates for the Charter Commission; and

WHEREAS, the City Council deems it necessary and advisable to change the form of government from 3rd class commission form of government to constitutional charter form of government; and

WHEREAS, the City Council of Monett is ready to transition to a Charter form of government and wishes to present the question and list of candidates to the voters; and

WHEREAS, such a change to the form of government to constitutional charter city shall begin with this ordinance placing the question on the ballot of forming a Charter Commission and electing 13 highest vote getters; and if the question is

approved then the Commission will meet to determine and construct a charter to present to voters to ultimately effectuate the change; and

WHEREAS, the City has a population of over 9000 inhabitants according to the U.S. Census which meets the requirement of a population over 5000.

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

Section 1. The following question shall be submitted to the voters of the City of Monett, Missouri, in the April 2026 election, “Shall a commission be chosen to frame a charter?”

Section 2. This Ordinance shall be submitted to a vote of the qualified voters of the City of Monett, Missouri, for their approval, as required Article VI of Section 19 of the Missouri Constitution at the election hereby called and to be held in the City on Tuesday, the 7th day of April, 2026. The ballot of submission shall contain substantially the following language:

PROPOSITION NUMBER ONE

Shall a commission be chosen to frame a charter?

☐ **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 ballot for the April 2026 election shall also contain the names or groups of names of the electors of the City who are candidates for the Commission, said candidates having qualified pursuant to Section 19 of Article VI of the Missouri Constitution. If a majority of the electors voting on the question contained in Section 1 vote in the affirmative, the thirteen (13) candidates receiving the highest number of votes shall constitute the Commission.

Section 4. If said question posed is voted in the affirmative, the thirteen (13) candidates receiving the highest number of votes shall, as the Commission, meet and deliberate as is necessary to draft a charter that may then be submitted to the electorate for approval pursuant to Section 19 of Article VI of the Missouri Constitution. The City shall pay all necessary expenses of the Commission.

Section 5. The City Clerk shall notify the County Clerks of Barry and Lawrence Counties, Missouri, in writing to conduct said election during the local election in accordance with the applicable laws.

Section 6. That this ordinance shall be in full force and effect ten days from and after its passage and approval.

Ayes: _____

Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS ____ DAY OF SEPTEMBER, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: September 11, 2025

Re: North Hills subdivision

GENERAL INFORMATION

The Planning & Zoning Commission held their regular meeting on Wednesday, August 27, 2025, with three items on the agenda. All items pertain to the North Hills subdivision. Items one and two on the agenda are application for re-zoning. The request is changed from Single Family to Medium Density. The second zoning request is to change to Multi-family from Single Family. Both items were approved for recommendation by the Planning & Zoning Commission on a 6 – 0 vote.

In addition, the Preliminary Plat was presented to the Planning & Zoning Commission for approval. The Commission voted 6- 0 to approve for recommendation of the plat as presented.

PROPOSAL

The Planning & Zoning department is presenting all three items for recommendation for final approval by the City Council.

RECOMMENDATION

City Staff have reviewed the proposed changes and plat. Staff have no concerns with the items as presented. Recommendation is to approve.

Approval requests are formatted in two separate ordinances. One deals with the zoning request and the second deals with the preliminary plat.

ATTACHMENTS

- P & Z Agenda and support materials
- Ordinance 9093
- Ordinance 9094

**AN ORDINANCE APPROVING THE REZONING OF THE NORTH HILLS
SUBDIVISION**

WHEREAS, the Planning & Zoning Commission of the City of Monett has conducted a review of the request to rezone sections of the proposed North Hills Subdivision; and

WHEREAS, the City has provided proper notice and conducted a public hearing regarding the proposed zoning changes;

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

Section 1: Zone change to Medium Density “MD” from Single Family “A” for the defined areas within the North Hills Subdivision.

Section 2: Zone change to Multi-family “B” from Single Family “A” for the defined areas within the North Hills Subdivision.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS 11TH DAY OF SEPTEMBER, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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In addition, the Preliminary Plat was presented to the Planning & Zoning Commission for approval. The Commission voted 6- 0 to approve for recommendation of the plat as presented.

PROPOSAL

The Planning & Zoning department is presenting all three items for recommendation for final approval by the City Council.

RECOMMENDATION

City Staff have reviewed the proposed changes and plat. Staff have no concerns with the items as presented. Recommendation is to approve.

Approval requests are formatted in two separate ordinances. One deals with the zoning request and the second deals with the preliminary plat.

ATTACHMENTS

- P & Z Agenda and support materials
- Ordinance 9093
- Ordinance 9094

**AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR PHASE
ONE OF THE NORTH HILLS SUBDIVISION**

WHEREAS, the Planning & Zoning Commission of the City of Monett has conducted a review of the preliminary plat for North Hills Phase One; and

WHEREAS, the Planning & Zoning Commission voted 6 – 0 (1 member absent) to recommend approval of the preliminary plat for the North Hills Phase One (1A,1B,1C); and

WHEREAS, the preliminary plat has been reviewed by the appropriate City of Monett staff.

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

Section 1. Approval of the preliminary plat for North Hills Subdivision located City of Monett, Lawrence County, Section 29, Township 26N, Range 27 W.

Section 2. The preliminary phase one shall be identified as phases 1A,1B, 1C.

Section 3. The development of North Hills Subdivision Phase One shall adhere to all City of Monett codes and zoning restrictions on the property.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS 11TH DAY OF SEPTEMBER, 2025.

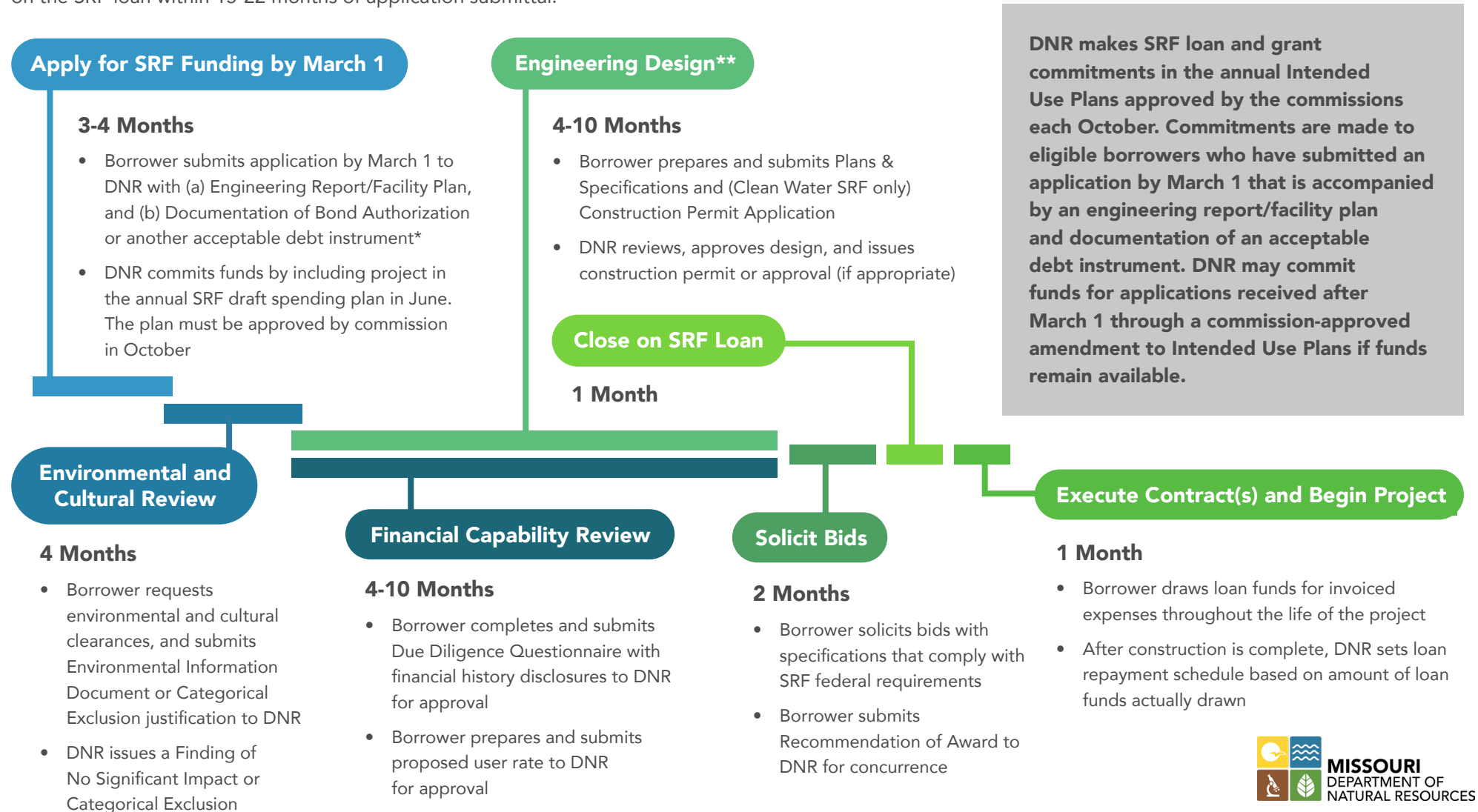
James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

What to Expect From the State Revolving Fund Process

This chart shows the typical time needed to complete major State Revolving Fund (SRF) project milestones. This is not a complete listing of every action and submittal associated with an SRF project, however these phases are the most important steps and most likely to impact time and cost. Typical borrowers can close on the SRF loan within 15-22 months of application submittal.



* A borrower may submit an application without either an engineering report or debt instrument. Such projects are not grant eligible, but may be placed on either the Contingency or Planning List for a loan-only commitment, and DNR will work with these applicants to assist them in achieving readiness-to-proceed status.

** Engineering design may occur *after* loan closing for design build projects; design build project loans may close as soon as the guaranteed maximum price is established.

**Water Protection Program
Financial Assistance Center**
573-751-1192
fac@dnr.mo.gov

Disadvantaged Business Enterprise (DBE) Information and Guidance

The applicant agrees to make the following six good faith efforts whenever procuring construction, equipment, services, and supplies under an U.S. Environmental Protection Agency financial assistance agreement. The current Fair Share Goals are 10 percent for Minority Business Enterprises (MBE) and 5 percent for Women Business Enterprises (WBE), collectively called Disadvantaged Business Enterprises (DBEs).

What are the six good faith efforts¹?

- ☐ Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- ☐ Make information on forthcoming opportunities available to DBEs, 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.
- ☐ Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- ☐ Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- ☐ Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ☐ If the prime contractor awards subcontracts, require the prime contractor to take the following steps above.

To document you followed the good faith efforts, please keep the following in your records:

- ☐ Copies of solicitations of certified DBEs, any responses, and a list of firms contacted through the links below;
- ☐ If responses to the solicitations were received, but a certified DBEs was not selected, an explanation of why the enterprise was not selected;
- ☐ Copies of any advertisements for participation by certified DBEs timely published in appropriate general circulation, trade, and minority and/or women oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

¹ <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>

Disadvantaged Business Enterprise (DBE) Information and Guidance

- ☐ Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of contracting or subcontracting with certified DBEs.
- ☐ Describe any other action(s) taken to document the good faith efforts followed in order to retain certified DBEs for this procurement.

Below are some helpful links that can assist in searching for MBE/WBE firms:

1. Missouri Office of Equal Opportunity, Minority & Women Owned Businesses,
<https://apps1.mo.gov/MWBCertifiedFirms/>
2. U.S. Small Business Administration (SBA), Dynamic Small Business Search (DSBS) – Missouri, https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
3. Department of Transportation (MoDOT),
<https://www6.modot.mo.gov/MRCC/Home/PublicSearch>
4. American Council of Engineering Companies (ACEC) of Missouri,
www.acecmo.org/membership/acecmo-directory/



RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. 9095

(Suggested Form for Grant/Loan Applicant Use)

Resolution authorizing the filing of an application and associated tasks with the Missouri Department of Natural Resources, Financial Assistance Center's funding programs for loans and/or grants under the Missouri Clean Water Law (Chapter 644, Revised Statutes of Missouri (RSMo)) or the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, RSMo, or the Missouri Safe Drinking Water Law, Chapter 640, RSMo, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the planning, design, and/or construction of specific eligible projects.

NOW, THEREFORE, be it resolved by _____
(Governing Body of Applicant)

1. That _____ be and is hereby authorized to execute and
(Name of Authorized Representative)

file an application on behalf of _____
(Legal Name of Applicant)

with the State of Missouri for a loan and/or grant to aid in the planning, design, and/or construction of:

(Brief Project Description)

2. That _____,
(Name of Authorized Representative) (Title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application and associated tasks, which is herein authorized to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(Title of Officer)

_____, does hereby certify: That the attached resolution is a
(Legal Name of Applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the _____

_____ held on the _____ day of _____,
(Name of the Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

SEAL (If applicant has an
official seal, impress here.)

(Signature of Recording Officer)

(Title of Recording Officer)



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: September 11, 2025

Re: Recommended names change for the Building Ordinance and Code Administration (BOCA) Department

GENERAL INFORMATION

City codes reference multiple items related to the work of the building and codes department. This includes but is not limited to code enforcement, issuance of permits, building inspections, and development applications. The signage on the city facilities housing the department reads – Building Development. The common reference for the department has become BOCA which is the abbreviation of Building Ordinance and Code Administration. This shortened reference is well known with developers who have worked within the city in recent years. However, the name is not a commonly used name in most municipalities. Therefore, new or outside developers are not familiar with the BOCA reference.

PROPOSAL

The proposal for Council is a name change that reflects a more commonly used reference for development and codes within municipalities.

RECOMMENDATION

The recommended change is Community Development Department. If approved this change would be reflected in facility signage, stationery, staff reports, and all correspondence of the department.

ATTACHMENTS

- Resolution 9096

BILL NO. 9096

RESOLUTION NO. 9096

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI TO APPROVE THE NAME CHANGE OF THE BUILDING
ORDINANCE AND CODE ADMINISTRATION DEPARTMENT.**

WHEREAS, the oversight of community development both residential and commercial, is under the direction of the Building Development Department of the City of Monett; and

WHEREAS, the City of Monett utilizes the services of the Building Ordinance and Code Administration which is commonly referred to as BOCA; and

WHEREAS, the City desires to minimize confusion of future development for the City of Monett; and

WHEREAS, the City recognizes the need for a clear and understandable name for the City department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION 1: The City of Monett shall cease the use of the name Building Ordinance and Code Administration (BOCA).

SECTION 2: The City shall refer to the former BOCA Department as the Community Development Department.

SECTION 3: Correspondence, signage, and all communication methods shall reflect this name change at the earliest reasonable date.

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

**A RESOLUTION AUTHORIZING THE PURCHASE OF A MOTOR,
INCLUDING LABOR COSTS, FOR FIRE TRUCK 1113 FOR THE CITY OF
MONETT FIRE DEPARTMENT**

WHEREAS, the City of Monett recognizes the necessity of maintaining reliable and operational fire equipment to protect the health, safety, and welfare of its citizens; and

WHEREAS, Fire Truck 1113 needs a replacement motor to ensure continued service readiness; and

WHEREAS, the City of Monett Fire Department has obtained pricing for the purchase and installation of a motor, including labor costs, in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Council of Monett, Missouri has determined that it is in the best interest of the City to proceed with said purchase and installation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI:**

Section 1. That the City of Monett Fire Department is hereby authorized to purchase and install a replacement motor for Fire Truck 1113, including all associated labor costs, in the amount of Fifty Thousand Dollars (\$50,000.00).

Section 2. That the City Administrator and Finance Officer are authorized to take all actions necessary to complete this purchase and installation.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS 11TH DAY OF SEPTEMBER, 2025.**

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



MHC Kenworth - Springfield

3301 East Kearney Springfield, Missouri 65803
Phone: (417) 831-4444

*Longblock
1113 Fire*



Case Number: 18643957

Repair Order Number: R00253700312758

Purchase Order Number: REQUIRED

Service Advisor: _API-User, DMS_MHCKW283 - Case Date 2025-08-29 14:24:39 -0500

Customer: City Of Monett

Unit Number: 1113

Address: 217 5th St Monett, MO 65708

Phone: (417) 235-3763

Fax: (417) 235-4608

Customer Number: 155954

Asset: 2013 Kenworth T300L

Serial Number: DM356098

VIN: 2NKHHN8XXDM356098

Engine: PX-8

Engine Hours: N/A

Odometer: 59450 Miles

Warranty Start: 08/10/2012 12:00:00

In Service: 13 Years 1 Month

1 VEHICLE INSPECTION [999-999-999]

	Quantity	Price	Totals
Labor:			\$0.00
Operation Total:			\$0.00

2 TOWED IN [000-000-0000]

Complaint: TOWED IN

Cause: REHANG DRIVELINE

	Quantity	Price	Totals
Labor:			\$119.50
Parts: 6.5-70-18X STRAP KIT	2.0	\$17.90	\$35.80
Operation Total:			\$155.30

3 C/A ENGINE MISS [000-000-0000]

Complaint: C/A ENGINE MISS

Cause: VALVE SEAT DROPPED AND DAMAGED PISTON, LINER AND CYLINDER HEAD. TURBO IS BINDING UP FROM DAMAGE. METAL RAN THROUGH SYSTEM.

	Quantity	Price	Totals
Labor:			\$6,000.00
Parts: CV50628FLG CRANKCASE	1.0	\$156.85	\$156.85
RX5458386RX TURBOCHARGER	1.0	\$5,075.41	\$5,075.41
CUM			
RX6379232RX TURBO ACTUATOR	1.0	\$1,675.14	\$1,675.14
CUM			
5566887CUM EGR COOLER	1.0	\$1,675.41	\$1,675.41
MAJRAFTG COOLANT	12.0	\$24.44	\$293.28
257004990 OIL	8.0	\$23.50	\$188.00
RXDR6948RX LONG BLOCK	1.0	\$24,384.14	\$24,384.14
CUM			
4352363 EGR COOLER KIT	1.0	\$825.15	\$825.15
2866636 EXHAUST GASKET	1.0	\$17.91	\$17.91



MHC Kenworth - Springfield

Customer: City Of Monett	Unit Number: 1113
Case Number: 18643957	Asset: 2013 Kenworth T300L VIN: 2NKHHN8XXDM356098
2871452CUM AFT GASKET	2.0 \$56.20 \$112.40
Parts Total	\$34,403.69
Operation Total:	\$40,403.69

Parts	\$34,439.49
Labor	\$6,119.50
Shop Supplies	\$734.34
Total	\$41,293.33

It is agreed and understood that the above is an estimate only based on visual inspection. Estimate is only good for 90 days. The total estimate figure is subject to change or adjustment due to parts, price changes, or incorrect part numbers, and labor is subject to adjustment for any hidden damage or open items. Air freight will be paid by the customer.

All sales and repairs are cash unless prior arrangements have been made by the credit department. Payment is due and payable five working days after completion of the job.



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: September 11, 2025

Re: Certified disposal of electronic equipment and devices owned by the City of Monett

GENERAL INFORMATION

The City of Monett has updated electronic devices and equipment over several years. The equipment has been stored in various city owned properties. There is a need to inventory and sweep any data from the devices. The process to sweep and certify is a specialty service. The City staff has located and vetted such a service provider.

PROPOSAL

Assigned the city's Inventory Control Technician to work with eSCO Processing and Recycling to properly dispose of the city equipment. This would include but not limited to taking inventory of serial numbers, recording the count of devices, and ensuring completion of disposal process.

RECOMMENDATION

Approve Resolution to enter into an agreement with eSCO Process and Recycling.

ATTACHMENTS

- Resolution 9098

BILL NO. 9098

RESOLUTION NO. 9098

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI, TO ENTER INTO AN AGREEMENT FOR E-WASTE DISPOSAL.**

WHEREAS, the City of Monett relies on the use of electronic equipment to fulfill the duties and obligations of the city; and

WHEREAS, the City of Monett upgrades electronic devices to ensure operational standards are met; and

WHEREAS, the City desires to dispose of out-of-service electronic equipment in a responsible method to ensure compliance with records; and

WHEREAS, the City recognizes the disposal of electronic equipment is a specialized process.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION 1: The City shall enter into an agreement of out of service electronic equipment and devices with eSCO 2111 S. 8th Street Rogers, AR. 72758.

SECTION 2: The City shall assign specific employees to oversee the process.

SECTION 3: The City shall retain records of the equipment disposal as outline in record retention guidelines.

Ayes: _____

Nays: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 5540 Bleaux Ave, Suite A Springdale AR 72762	CONTACT NAME: Keri Warford PHONE (A/C, No, Ext): (479) 717-0500 FAX (A/C, No): (479) 717-0501 E-MAIL ADDRESS: Keri.Warford@bbrown.com																					
INSURED eSCO Processing & Recycling, LLC Reverse Tech, LLC; ESCO Little Rock, LLC 2111 S 8th St Rogers AR 72758	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Standard Fire Insurance Company</td><td>19070</td></tr><tr><td>INSURER D:</td><td>Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER E:</td><td>North American Capacity Ins Co</td><td>25038</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Phoenix Insurance Company	25623	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	The Standard Fire Insurance Company	19070	INSURER D:	Westchester Surplus Lines Insurance Company	10172	INSURER E:	North American Capacity Ins Co	25038	INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: EBL- Claims Made			H-630-3R031534-PHX-24	09/04/2024	09/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-4N062935-24-13-G	09/04/2024	09/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-9K562538-24-13	09/04/2024	09/04/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ Y	N / A	UB-4J085549-24-13-G	09/04/2024	09/04/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability Cyber #C-4LWN-094937-Carrier E			G71525958 007	05/17/2025	05/17/2026	Pollution Liability 250,000 Cyber Liability 5,000,000 Cyber-5-16-25 to 5-16-26

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: eSCO Processing & Recycling LLC - 2111 S 8th Street Rogers AR eSCO Little Rock, LLC 1807 E 23rd St. Little Rock, AR - 920 N Glenstone Ave Uint B Springfield, MO - Reverse Tech, LLC

CERTIFICATE HOLDER**CANCELLATION**

eSCO Processing & Recycling LLC; eSCO Little Rock, LLC
2111 S 8th St

Rogers

AR 72758

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

AUTHORIZED REPRESENTATIVE

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Compliance Package

2025

Company Information

Rogers
Headquarters
2111 S 8th Street
Rogers, AR 72758

Little Rock
Processing
1807 E 23rd Street
Little Rock, AR 72206

Springfield
Processing
920B N Glenstone Ave
Springfield, MO 65802

(479) 899-6443
www.escoprocessingandrecycling.com
Monday – Friday 7:00am – 3:30pm

Our main facility is in the heart of Rogers, AR in a building that is lovingly referred to as the “Old Daisy BB Plant” by the residents. We began operations in this facility in 2011 after moving from a smaller warehouse on the other side of town.

In 2014, we added our second facility located in Little Rock, AR. This facility is used to sort and consolidate materials from businesses and consumers located in the central and southern regions of the state.

Our Springfield, MO facility was acquired in 2019 strengthening our processing and service expertise throughout the Midwest.

Corporate Overview and Mission Statement

eSCO Processing and Recycling, LLC is a full-service electronics recycling and asset recovery firm with a “0” electronic waste landfill policy. Materials are reintroduced into the market as raw materials or partial/whole products for reuse. eSCO’s facilities processes computers, cell phones, electronic components, consumer electronics, metals, etc.

eSCO’s mission is to maximize the recovery value of electronics and related materials. Our goal is to eliminate landfills and reduce the impact of health, safety and environmental effects by developing strategic business partnerships with equally committed OEMs, ODMs, 3PSPs, nonprofit organizations, end users and retailers that share our vision of a 100% recyclable manufacturing process.

Company Contacts

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CEO/President

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Ext 239

Tracie Cole

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Patti Nelson

Director of Compliance

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Ext 204

Robert Fenton

Facility Manager – Springfield

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Ext 401

Meagan Burns

Compliance Coordinator

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Ext 240

Wendy Bass - Springfield

Business Development Representative

wbass@escorecycling.com

Ext 402

Quality, Environmental, Health & Safety Policy

eSCO Processing and Recycling is committed to maintaining an Integrated Management System that aligns with the purpose, context, and strategic direction of the organization. This system reflects our dedication to environmental protection, occupational health and safety, quality performance, and ethical stewardship across all operations.

We commit to:

- **Environmental Protection:** Preventing pollution, promoting sustainable resource use, and supporting climate change mitigation and adaptation, while protecting biodiversity and ecosystems;
- **Health and Safety:** Providing safe and healthy working conditions to prevent work-related injury and ill health, eliminating hazards, and reducing OH&S risks;
- **Compliance:** Meeting all applicable legal, regulatory, and voluntary obligations, including those outlined in the e-Stewards, ISO 14001, ISO 45001, and ISO 9001 standards;
- **Social Responsibility:** Ensuring a workplace free from harassment, discrimination, harmful pollutants, and unsafe conditions, while protecting human rights;
- **Ethical Stewardship:** Upholding data security and responsible recycling practices throughout the recycling chain; prohibiting forced and child labor; and restricting the use of prison operations and improper disposal of materials of concern (MOCs);
- **Quality Commitment:** Delivering products and services that consistently meet customer expectations and applicable requirements;
- **Continual Improvement:** Enhancing the performance and effectiveness of the management system through regular review and continuous improvement.

This policy is documented, communicated, and understood within the organization and is available to relevant interested parties, as appropriate.

Dewayne Burns
President/CEO

Focus Materials Management Plan

Overview

Materials established as focus materials (FMs) and/or problematic components or materials (PCMs) that pass through our facilities will be managed or controlled in a manner protective of worker health and safety, public health, and the environment. Due diligence on downstream vendors that receive these materials will be conducted.

Focus materials that pass through or are controlled by our facilities will be analyzed, planned for, regularly reviewed and updated as necessary to ensure it is properly managed both on site and down the recycling chain. The Focus Materials Management Plan has been developed to demonstrate how our facilities and downstream vendors conform to the requirements of standards and laws that we endorse and subscribe to.

General Requirements

Removal

Prior to shredding or materials recovery of equipment or components, FMs and PCMs (as well as print cartridges) will be removed using safe and effective mechanical processing or manual dismantling, with one exception:

Circuit boards contained in low grade equipment destined for materials recovery need not be removed prior to shredding and/or materials recovery that occur in facilities that meet all applicable regulatory requirements to receive the materials and that utilize technology designed to safely and effectively manage equipment and/or components containing these materials.

Processing, Recovery and Treatment

FMs and PCMs that have been removed will be sent to processing, recovery or treatment facilities that meet all applicable regulatory requirements to receive the materials and that use technology designed and operated to safely and effectively manage the materials.

Prohibition on Energy Recovery, Incineration and Land Disposal

Energy recovery, incineration or land disposal will not be used as a management strategy for FMs and PCMs or equipment and components containing these materials unless applicable law requires the use of a specific technology (e.g., thermal destruction of PCBs). However, if documented extreme and rare circumstances beyond control disrupts the normal management of these materials, we may consider using these technologies to the extent allowed until normal management can be resumed.

Focus Material Requirements

Material containing polychlorinated biphenyls (PCBs)

We do not accept or purchase PCB containing materials.

PCBs are contained in electrical transformers and capacitors in televisions, telephone cabinets and fluorescent light ballast manufactured prior to 1980. The toxic substances Control Act (TSCA) passed by the Congress in 1979 ban the manufacture and use of PCB's. Should some material fact manufactured prior to 1980, that may contain PCB Transformers and or capacitate yrs, be inadvertently received, it will be handled as follows. Materials will be inspected and potential PCB containing material will be removed, stored appropriately, shipped appropriately and disposed of by downstream vendors that meet all applicable regulatory requirements and use technologies specifically designed to manage equipment or components containing these materials safely and effectively.

Material Containing Mercury

Mercury is contained in many lighting and switching technologies an found in such equipment as laptops, flat panel monitors, TV's, light fixtures or loose tubes. Mercury switches are also found on circuit boards.

Any Mercury containing devices shall be sent to a downstream vendor that meets all applicable regulatory requirements to receive Mercury containing devices. The end processor shall utilize technology designed to manage the Mercury safely and effectively through the process of Mercury retorting and other legal methods including incineration.

CRTs and CRT Glass

CRT's in CRT glass are found in such equipment as monitors, televisions and specialized equipment. Lead is found in

the funnel glass and frit line and potentially in the panel glass.

CRT's in CRT glass will be sent to a downstream vendor for metals recovery, glass recovery or glass to glass recycling.

Batteries

Batteries are included in many types of electronic devices including computers, cameras, cell phones, household electronics and remotes.

- Alkaline batteries contain zinc and manganese dioxide.
- Lead acid batteries contain lead and highly corrosive sulfuric acid electrolyte solution.
- Lithium batteries contain lithium, a metal which is reactive with water and may cause serious fires
- Nickel cadmium (Ni-Cad) batteries contain cadmium, a metal that is toxic to humans when inhaled or ingested
- Batteries shall be removed from all materials, stored properly and shall be sent to a downstream vendor that meets all applicable regulatory requirements to receive and handle batteries.

Circuit Boards

Circuit boards are found in a variety of equipment including cell phones, computers, fax machines, keyboards, mice, printers, telephone racks, televisions and other equipment.

Circuit boards with batteries and Mercury remove shall be sent to a downstream vendor for metals recovery that meets all applicable regulatory requirements to receive and process circuit boards.

Focus Material Identification, Storage and Shipping Requirements

FM's and PCM's are identified stored and shipped according to the following procedures:

Downstream Vendor Requirements

Downstream vendors are selected in qualified according to the Downstream Accountability procedures. Approved vendors shall be listed on the approved downstream vendor list. In addition to the above requirements, selected downstreams handling these materials will possess and conform to:

Our Focus Materials Management Plan,

A documented system to manage environmental, health and safety risks and legal requirements, Compliance with all applicable environmental, health and safety and legal requirements and maintain a list of its environmental permits and copies of each.

At least annually and documented through audits or other similarly effective means that confirms continued conformation of these requirements by downstream vendors if they receive FMs and PCMs directly or indirectly from our facilities.

Non-Focus Materials Requiring Specific Management

Print cartridges will be managed in accordance with hierarchy of responsible management strategies (reuse, recover....) through print cartridge remanufacturers, recyclers or original equipment manufacturers (OEM) in facilities that meet all applicable regulatory requirements to receive these print cartridges and that use technology designed to safely and effectively manage print cartridges including both ink and toner.

QEHSMS Table of Contents

Purpose

Scope

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 5540 Bleaux Ave, Suite A Springdale AR 72762	CONTACT NAME: Keri Warford PHONE (A/C, No, Ext): (479) 717-0500 FAX (A/C, No): (479) 717-0501 E-MAIL ADDRESS: Keri.Warford@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Standard Fire Insurance Company INSURER D: Westchester Surplus Lines Insurance Company INSURER E: North American Capacity Ins Co INSURER F:	NAIC # 25623 25674 19070 10172 25038
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COVERAGES	CERTIFICATE NUMBER: 24-25	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			H-630-3R031534-PHX-24	09/04/2024	09/04/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ OTHER: EBL- Claims Made						Employee Benefit Liab \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BA-4N062935-24-13-G	09/04/2024	09/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB			CUP-9K562538-24-13	09/04/2024	09/04/2025	EACH OCCURRENCE \$ 4,000,000
	☐ CLAIMS-MADE		AGGREGATE \$ 4,000,000				
	☐ DED ☒ RETENTION \$ 10,000						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-4J085549-24-13-G	09/04/2024	09/04/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G71525958 007	05/17/2025	05/17/2026	Pollution Liability 250,000
	Cyber #C-4LWN-094937-Carrier E						Cyber Liability 5,000,000
							Cyber-5-16-25 to 5-16-26

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: eSCO Processing & Recycling LLC - 2111 S 8th Street Rogers AR eSCO Little Rock, LLC 1807 E 23rd St. Little Rock, AR - 920 N Glenstone Ave Uint B Springfield, MO - Reverse Tech, LLC

CERTIFICATE HOLDER eSCO Processing & Recycling LLC; eSCO Little Rock, LLC 2111 S 8th St Rogers AR 72758	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has audited
the Environmental, Health and Safety Management System of:*

eSCO Processing and Recycling, LLC
2111 South 8th Street, Rogers, AR 72758 United States
(This is a multisite scheme. See Appendix for site specific details.)

*(Hereinafter called the Organization) and hereby declares that the Organization has been audited
by an ISO 17021 accredited certification body in conformance with applicable ANAB
requirements and is found to be in conformance with all requirements of the*

***e-Stewards® Standard for Responsible Recycling and Reuse of Electronic Equipment©
Version 4.1***

This Registration is in respect to the following scope:

***Full Service Electronics Recycling and Asset Recovery Operations through Utilizing Reuse of
Product Whenever Possible and a Demanufacturing Process of E-Waste to the Most Finite of
Commodities for Reintroduction into the Supply Chain***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.

Effective Date: April 11, 2025
Expiration Date: September 25, 2025

Certificate No.: C2025-02239
Page 1 of 2



PERRY JOHNSON REGISTRARS, INC.

Appendix

*eSCO Processing and Recycling, LLC
2111 South 8th Street,
Rogers, AR 72758 United States*

*eSCO Processing and Recycling-Little Rock
1807 East 23rd Street,
Little Rock, AR 72206 United States*

*Reverse Tech, LLC dba eSCO Processing and Recycling
920 Glenstone,
Springfield, MO 65802 United States*

*Full Service Electronics Recycling and Asset Recovery
Operations through Utilizing Reuse of Product Whenever
Possible and a Demanufacturing Process of E-Waste to the
Most Finite of Commodities for Reintroduction into the
Supply Chain*

*Electronic Equipment Recycling Including Sorting,
Packaging and Transportation Activities to Further
Recycling and Processing*

*Full Service Electronics Recycling and Asset Recovery
Operations through Utilizing Reuse of Product Whenever
Possible and a Demanufacturing Process of E-Waste to the
Most Finite of Commodities for Reintroduction into the
Supply Chain*

*Full Service Electronics Recycling and Asset Recovery Operations through Utilizing Reuse of Product Whenever Possible and a
Demanufacturing Process of E-Waste to the Most Finite of Commodities for Reintroduction into the Supply Chain*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No.: C2025-02239
Page 2 of 2

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

eSCO Processing and Recycling, LLC
2111 South 8th Street, Rogers, AR 72758 United States
(This is a multisite scheme. See Appendix for site specific details.)

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 9001:2015

This Registration is in respect to the following scope:

***Full Service Electronics Recycling and Asset Recovery Operations with a Focus on Providing
Quality Products and Services to Our Downstreams, Customers and Interested Parties***

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48064
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.

*Effective Date: April 11, 2025
Expiration Date: September 25, 2025*

*Certificate No.: C2025-02240
Page 1 of 2*



PERRY JOHNSON REGISTRARS, INC.

Appendix

*eSCO Processing and Recycling, LLC
2111 South 8th Street,
Rogers, AR 72758 United States*

*Full Service Electronics Recycling and Asset Recovery
Operations with a Focus on Providing Quality Products
and Services to Our Downstreams, Customers and
Interested Parties*

*Reverse Tech, LLC dba eSCO Processing and Recycling
920 Glenstone,
Springfield, MO 65802 United States*

*Full Service Electronics Recycling and Asset Recovery
Operations*

*Full Service Electronics Recycling and Asset Recovery Operations with a Focus on Providing Quality Products and Services to Our
Downstreams, Customers and Interested Parties*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No.: C2025-02240
Page 2 of 2

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has audited
the Environmental Management System of:*

eSCO Processing and Recycling, LLC
2111 South 8th Street, Rogers, AR 72758 United States
(This is a multisite scheme. See Appendix for site specific details.)

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 14001:2015

This Registration is in respect to the following scope:

***Full Service Electronics Recycling and Asset Recovery Operations with a Focus on Providing
Quality Products and Services to Our Downstreams, Customers and Interested Parties***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48064
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.

*Effective Date: April 11, 2025
Expiration Date: September 25, 2025*

*Certificate No.: C2025-02241
Page 1 of 2*



PERRY JOHNSON REGISTRARS, INC.

Appendix

*eSCO Processing and Recycling, LLC
2111 South 8th Street,
Rogers, AR 72758 United States*

*eSCO Processing and Recycling-Little Rock
1807 East 23rd Street,
Little Rock, AR 72206 United States*

*Reverse Tech, LLC dba eSCO Processing and Recycling
920 Glenstone,
Springfield, MO 65802 United States*

*Full Service Electronics Recycling and Asset Recovery
Operations with a Focus on Providing Quality Products
and Services to Our Downstreams, Customers and
Interested Parties*

*Full Service Electronics Recycling and Asset Recovery
Operations with a Focus on Protection of the Environment
While Reducing the Environmental Footprint of Our
Organization and Interested Parties*

*Full Service Electronics Recycling and Asset Recovery
Operations with a Focus on Protection of the Environment
While Reducing the Environmental Footprint of Our
Organization and Interested Parties*

*Full Service Electronics Recycling and Asset Recovery Operations with a Focus on Providing Quality Products and Services to Our
Downstreams, Customers and Interested Parties*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No.: C2025-02241
Page 2 of 2

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has audited
the Occupational Health and Safety Management System of:*

eSCO Processing and Recycling, LLC
2111 South 8th Street, Rogers, AR 72758 United States
(This is a multisite scheme. See Appendix for site specific details.)

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 45001:2018

This Registration is in respect to the following scope:

***Full Service Electronics Recycling and Asset Recovery Operations Through Utilizing Reuse of
Product Whenever Possible and a Demanufacturing Process of E-Waste to the Most Finite of
Commodities for Reintroduction into the Supply Chain***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.

*Effective Date: April 11, 2025
Expiration Date: September 25, 2025*

*Certificate No.: C2025-02242
Page 1 of 2*



PERRY JOHNSON REGISTRARS, INC.

Appendix

*eSCO Processing and Recycling, LLC
2111 South 8th Street,
Rogers, AR 72758 United States*

*eSCO Processing and Recycling-Little Rock
1807 East 23rd Street,
Little Rock, AR 72206 United States*

*Reverse Tech, LLC dba eSCO Processing and Recycling
920 Glenstone,
Springfield, MO 65802 United States*

*Full Service Electronics Recycling and Asset Recovery
Operations Through Utilizing Reuse of Product Whenever
Possible and a Demanufacturing Process of E-Waste to the
Most Finite of Commodities for Reintroduction into the
Supply Chain*

*Electronic Equipment Recycling Including Sorting,
Packaging and Transportation Activities to Further
Recycling and Processing*

*Full Service Electronics Recycling and Asset Recovery
Operations Through Utilizing Reuse of Product Whenever
Possible and a Demanufacturing Process of E-Waste to the
Most Finite of Commodities for Reintroduction into the
Supply Chain*

*Full Service Electronics Recycling and Asset Recovery Operations Through Utilizing Reuse of Product Whenever Possible and a
Demanufacturing Process of E-Waste to the Most Finite of Commodities for Reintroduction into the Supply Chain*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No.: C2025-02242
Page 2 of 2

The validity of this certificate is dependent upon ongoing surveillance and fulfillment of required sampling of sites.

eSCO Processing and Recycling

is Hereby Granted NAID AAA Certification[®]
by i-SIGMA[®]



i-SIGMA is the non-profit trade association recognized globally as the secure data destruction and records and information management industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations. **

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

The certificate holder is NAID AAA Certified for the following services and media types:

- Facility-based Operation Endorsement for Hard Drive Overwriting, Solid-State Device Overwriting, Physical Hard Drive & Solid-State Device Destruction

Applicable to the following location(s):

- 2111 S 8th St, Rogers, AR 72758-6427 USA

Valid Through: 30 September 2025

A handwritten signature in black ink, appearing to read 'Nathan Campbell'.

Nathan Campbell
i-SIGMA Chief Executive Officer

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.

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i-SIGMA is the non-profit trade association recognized globally as the secure data destruction and records and information management industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.**

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

The certificate holder is NAID AAA Certified for the following services and media types:

- Mobile Operation Endorsement for Hard Drive & Solid-State Device Destruction
- Facility-based Operation Endorsement for Hard Drive Overwriting, Solid-State Device Overwriting, Physical Hard Drive & Solid-State Device Destruction

Applicable to the following location(s):

- 920 N Glenstone Ave Ste B, Springfield, MO 65802-2151 USA

Valid Through: 30 September 2025

A handwritten signature in black ink, appearing to read 'Nathan Campbell'.

*Nathan Campbell
i-SIGMA Chief Executive Officer*

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.

eSCO Processing and Recycling

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by i-SIGMA[®]



i-SIGMA is the non-profit trade association recognized globally as the secure data destruction and records and information management industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations. **

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

Valid Through: 30 September 2025

The certificate holder is NAID AAA Certified for the following services and media types:

- Transfer Processing Station servicing a NAID AAA Certified Operation in Rogers, AR

Applicable to the following location(s):

- 1807 E 23rd Street, Little Rock, AR 72206 -2503 USA


Nathan Campbell
i-SIGMA Chief Executive Officer

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting, data breach reporting procedures and training as required therein or separately.



**CITY OF ROGERS
BUSINESS LICENSE**

2025

BILLING ADDRESS:

Esco Processing & Recycling
2111 S 8th St
Rogers, AR 72756-

MUST BE PUBLICLY DISPLAYED / NOT TRANSFERABLE

No. 68899

BUSINESS NAME:

Esco Processing & Recycling

BUSINESS LOCATION:

2111 S 8TH ST

FEES PAID:

\$360.00

ISSUED:

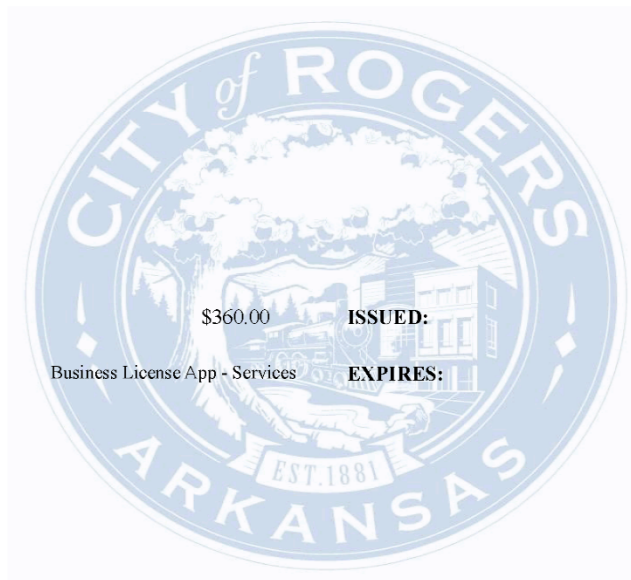
08-January-2025

CODE:

Business License App - Services

EXPIRES:

31-December-2025



IN WITNESS WHEREOF, I have hereunto
Set my Hand and affixed the Corporate
Seal of this City.

CITY CLERK:

THIS LICENSE DOES NOT ALLOW OPERATION IN VIOLATION OF ZONING REGULATIONS, OR OTHER
PROVISIONS OF THE ROGERS CODE, STATE OR FEDERAL LAW



City of Little Rock
Treasury Management Division

100 City Hall
500 West Markham St
Little Rock, Ar 72201
Phone: (501) 371-4566
Fax: (501) 371-4569

2025

Business License

2025

License is DEWAYNE H. BURNS
Granted To: ESCO PROCESSING AND RECYCLING
1807 E 23RD ST
LITTLE ROCK, AR 72206

License ESCO PROCESSING AND RECYCLING
Address: 1807 E 23RD ST
LITTLE ROCK, AR 72206

Account Number: BL149315

Item	Description of Business	Amount
3253	RECYCLING COMPANIES -BASE	340.00
3254	RECYCLING COMPANIES -EMP	100.00
Auto Assessment Charge		0.00
TOTAL PAID		\$440.00

In the City of Little Rock, County of Pulaski, State of Arkansas. For 12 months from the 1st day of January, 2025
Given under my hand this the 30th day of October, 2024

Scott Mammola

Treasury Manager

By: Amanda McKinney

INFORMATION OF IMPORTANCE TO HOLDER OF THIS ORIGINAL LICENSE:

This License: 1. Does not authorize a business to operate in conflict with the laws of the City of Little Rock (inclusive of zoning regulations) or the State of Arkansas.
2. Must be posted in a conspicuous place at the business location being licensed.
3. Is NOT transferable with respect to location, business classification, or ownership. Change in location, classification or ownership will necessitate a new license.



BUSINESS LICENSE
CITY OF SPRINGFIELD, MISSOURI

2025

REVERSE TECH LLC
2111 S 8TH STREET
ROGERS, AR 72758

LICENSED LOCATION:
920 N GLENSTONE AVE
SPRINGFIELD, MO 65802

F3117 - SERVICE AGENTS

License expires: 12/31/2025

CODE	LICENSE NO.
F3117	BUS2018-01668

PURSUANT TO CITY ORDINANCE AND CONDITIONED
UPON PAYMENT OF THE REQUESTED FEE AND TAX
DUE, SUBJECT TO AUDIT AND ZONING REQUIREMENTS
LICENSE IS HEREBY GRANTED FOR THE TERM AND
PURPOSE STATED.

POST AT LICENSED LOCATION

Director of Finance



ARKANSAS
Department of Environmental Quality

September 27, 2014

eSCO Processing and Recycling, LLC
Attn: Patti M Meisenbacher
2111 South 8th Street
Rogers, AR 72758

RE: **Subsequent Notification Form**
EPA ID: ARD000023531; AFIN: 04-00005

Dear Ms. Meisenbacher:

The Arkansas Department of Environmental Quality – Hazardous Waste Division (ADEQ) received your subsequent Notification of RCRA Subtitle C Site Identification Form requesting that the universal waste status of **ARD000023531** be updated. The universal waste status of eSCO Processing and Recycling, LLC has been changed to “**Large Quantity Handler**”. Also, the site contact person, legal owner information, and the list of EPA Waste Codes have been updated. The facility is still recognized as a “**Conditionally-Exempt Small Quantity Generator (CESQG)**” of hazardous waste.

Thank you for working with ADEQ. If you have any questions, please call me at (501) 682-0848.

Sincerely,

Eric Bella
Administrative Specialist III
Programs Branch

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317 / TELEPHONE 501-682-0744 / FAX 501-682-0880
www.adeq.state.ar.us



ARKANSAS
Department of Environmental Quality

September 27, 2014

eSCO Processing and Recycling, LLC
Attn: Patti M Meisenbacher
2111 South 8th Street
Rogers, AR 72758

RE: **Subsequent Notification Form**
EPA ID: ARR000023499; AFIN: 60-04547

Dear Ms. Meisenbacher:

The Arkansas Department of Environmental Quality – Hazardous Waste Division (ADEQ) received your subsequent Notification of RCRA Subtitle C Site Identification Form requesting that the site mailing address, site contact person, and the list of EPA Waste Codes handled at eSCO Processing and Recycling, LLC be updated. The form has been processed and updates have been made to EPA ID Number **ARR000023499**.

Thank you for working with ADEQ. If you have any questions, please call me at (501) 682-0848.

Sincerely,

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

Eric Bella
Administrative Specialist III
Programs Branch

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
5301 NORTSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317 / TELEPHONE 501-682-0744 / FAX 501-682-0880
www.adeg.state.ar.us



Missouri Department of dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

January 06, 2021

PATTI MELSENBACHER

REVERSE TECH LLC DBA ESCO PRODCESSING AND RECYC

2111 S 8TH ST

ROGERS, AR 72758-6427

Re: Acknowledgment of ID Numbers

Dear Regulated Entity:

This is to acknowledge that you have filed a "Notification of Regulated Waste Activity" form for the site address shown below. The permanent identification numbers are shown below.

Installation Name	REVERSE TECH LLC DBA ESCO PRODCESSING AND R
Site Address	920 N GLENSTONE AVE SPRINGFIELD, MO 65802-2122
Missouri ID Number	046649
EPA ID Number	MOR000565069

Because you have not registered as a hazardous waste generator, you may not use these numbers to generate and/or ship regulated quantities of hazardous waste. If you do generate and/or ship regulated quantities of hazardous waste in the future, you will need to complete an updated "Notification of Regulated Waste Activity" form as a hazardous waste generator and pay the appropriate registration fee.

Should you have any questions, please contact me at 573-751-3204, or by mail to the Waste Management Program, P.O. Box 176, Jefferson City, MO 65102-0176.

Sincerely,

WASTE MANAGEMENT PROGRAM

David Green,
Environmental Scientist
Enforcement Section





Permit Tracking Number: **ARR000641**
AFIN: **04-00005**

NOTICE OF COVERAGE (NOC)

NO EXPOSURE EXCLUSION UNDER THE INDUSTRIAL STORMWATER GENERAL PERMIT ARR000000

Attn: Patti Meisenbacher, Integrated Management Systems Manager
Esco Processing and Recycling, LLC
2111 South 8th Street
Rogers, AR 72756

The Recertification Notice of Intent (NOI) for coverage under the renewal Industrial Stormwater General Permit (effective July 1, 2019) was received on February 19, 2019, and has been reviewed. The facility will continue coverage under the previously assigned permit tracking number and AFIN noted below. Any permit-related correspondence must include these numbers. This NOC is issued in reliance upon the statements and representations made in the submittal for the following facility:

Permittee (Legal Name): Esco Processing and Recycling, LLC
Facility Name: Esco Processing and Recycling, LLC
Permit Tracking No.: ARR000641
AFIN: 04-00005
Industrial Sector: N1
Facility Address: 2111 South 8th Street, Rogers, AR 72756 in Benton County
Facility Coordinates: Latitude: 36° 18' 11.19" N; Longitude 94° 07' 31.17" W

Renewal Coverage Effective Date: July 1, 2019
Expiration Date: June 30, 2024

Bryan Leamons, P.E.
Senior Operations Manager
Office of Water Quality

4/11/2019

Issue Date

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WATER QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317
TELEPHONE 501-682-0744 / FAX 501-682-0880
www.adeq.state.ar.us / water-permit-application@adeq.state.ar.us



Permit Tracking Number: **ARR001124**
AFIN: **60-04547**

NOTICE OF COVERAGE (NOC)

NO EXPOSURE EXCLUSION UNDER THE INDUSTRIAL STORMWATER GENERAL PERMIT ARR000000

Attn: Patti Meisenbacher, Integrated Management Systems Manager
ESCO Processing and Recycling, LLC
2111 S. 8th Street
Rogers, AR 72758

The Recertification Notice of Intent (NOI) for coverage under the renewal Industrial Stormwater General Permit (effective July 1, 2019) was received on February 19, 2019, and has been reviewed. The facility will continue coverage under the previously assigned permit tracking number and AFIN noted below. Any permit-related correspondence must include these numbers. This NOC is issued in reliance upon the statements and representations made in the submittal for the following facility:

Permittee (Legal Name): ESCO Processing and Recycling, LLC
Facility Name: ESCO Processing and Recycling, LLC
Permit Tracking No.: ARR001124
AFIN: 60-04547
Industrial Sector: AD1
Facility Address: 1807-1 East 23rd Street, Little Rock, AR 72206 in Pulaski County
Facility Coordinates: Latitude: 34° 43' 30.51" N; Longitude 92° 15' 51.53" W

Renewal Coverage Effective Date: July 1, 2019
Expiration Date: June 30, 2024

Bryan Leamons, P.E.
Senior Operations Manager
Office of Water Quality

4/11/2019

Issue Date

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WATER QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317
TELEPHONE 501-682-0744 / FAX 501-682-0880
www.adeq.state.ar.us / water-permit-application@adeq.state.ar.us

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: MONETT		Reporting Period: Aug 1, 2025 - Aug 29, 2025	
Mailing Address: 1901 E CLEVELAND, MONETT, MO 65708					
Physical Address: 1901 E CLEVELAND, MONETT, MO 65708				County: Barry County	
Telephone Number:		Fax Number:			
Prepared by: Mechele James		E-mail Address: mechele.james@courts.mo.gov			
Municipal Judge: RANDEE S. STEMMONS					
<u>II. MONTHLY CASELOAD INFORMATION</u>				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				71	751
B. Cases (citations/informations) filed				7	104
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0
2. court/bench trial - GUILTY				0	0
3. court/bench trial - NOT GUILTY				0	0
4. plea of GUILTY in court				8	86
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	15
6. dismissed by court				0	9
7. <i>nolle prosequi</i>				0	9
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				8	119
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				70	736
E. Trial de Novo and/or appeal applications filed				0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>				<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period		63		1. # Issued during period	
2. # Served/withdrawn during reporting period		25		☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		834			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: MONETT	Reporting Period: Aug 1, 2025 - Aug 29, 2025
---------------------------------	----------------------	--

V. DISBURSEMENTS

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

Fines - Excess Revenue	\$15,665.31
Clerk Fee - Excess Revenue	\$1,200.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$37.00
Bond forfeitures (paid to city) - Excess Revenue	\$698.00
Total Excess Revenue	\$17,600.31

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

Fines - Other	\$3,066.42
Clerk Fee - Other	\$304.37
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$125.37
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$893.85
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.37
Law Enforcement Training (LET) Fund surcharge	\$246.00
Domestic Violence Shelter surcharge	\$246.00
Inmate Prisoner Detainee Security Fund surcharge	\$246.00
Restitution	\$50.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$300.00
Total Other Revenue	\$5,487.38

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

Court Automation	\$877.54
Due To Debt Collection	\$802.65
Law Enf Arrest-Local	\$1,684.41
Total Other Disbursements	\$3,364.60
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$26,452.29
Bond Refunds	\$94.00
Total Disbursements	\$26,546.29

Report: CZR0091B
Office Location: MQ
GL Location: MQ

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Aug-2025 THRU 29-Aug-2025

Date: 8/29/2025
Time: 9:22:59AM
Page: 1

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	6,952.00		23,995.28	88.00	30,859.28	
2000	Accounts Payable			134.00	1,080.65		946.65
2100	Open Items			9,519.36	9,519.36		
2500	Payment Clearing			32,264.65	32,264.65		
5002	Clerk Fee-Municipal				304.37		304.37
5008	Court Automation		7.00		870.54		877.54
5016	CVC Surcharge State		7.13		886.72		893.85
5018	CVC Surcharge Muni				9.37		9.37
5020	Law Enf Arrest-Local				1,684.41		1,684.41
5022	LET-Muni		2.00		244.00		246.00
5024	POST-State		1.00		124.37		125.37
5032	Dom Viol - Muni		2.00		244.00		246.00
5034	Restitution			50.00	50.00		
5040	Fine-Muni Ordin Other				3,066.42		3,066.42
5056	Inmate Security Fund		2.00		244.00		246.00
5074	Due to Debt Collection			1,070.65	1,070.65		
5102	Clerk Fee-E/R		12.00		1,188.00		1,200.00
5118	CVC Surcharge-E/R		.37		36.63		37.00
5141	Fines-E/R		70.50	4.00	15,598.81		15,665.31
7008	Recipient Payable Detail Code			1,120.65	1,120.65		
8200	Bond-Posted		6,848.00	4,077.00	1,541.99		4,312.99
8201	Bond Forfeit-E/R				698.00		698.00
8203	Bond-Forfeited-Muni Ordin			154.00	454.00		300.00
8204	Bond Refund			94.00	94.00		
Totals:		6,952.00	6,952.00	72,483.59	72,483.59	30,859.28	30,859.28

No exceptions noted

Information Displayed Per User Security Authorization
Confidential - For Court Use Only

Report: CZR0091B
Office Location: MQ
GL Location: MQ

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Aug-2025 THRU 29-Aug-2025

Date: 8/29/2025
Time: 9:45:15AM
Page: 1

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	6,952.00		23,995.28	26,634.29	4,312.99	
2000	Accounts Payable			26,680.29	26,680.29		
2100	Open Items			9,519.36	9,519.36		
2500	Payment Clearing			32,264.65	32,264.65		
5002	Clerk Fee-Municipal			304.37	304.37		
5008	Court Automation		7.00	877.54	870.54		
5016	CVC Surcharge State		7.13	893.85	886.72		
5018	CVC Surcharge Muni			9.37	9.37		
5020	Law Enf Arrest-Local			1,684.41	1,684.41		
5022	LET-Muni		2.00	246.00	244.00		
5024	POST-State		1.00	125.37	124.37		
5032	Dom Viol - Muni		2.00	246.00	244.00		
5034	Restitution			50.00	50.00		
5040	Fine-Muni Ordin Other			3,066.42	3,066.42		
5056	Inmate Security Fund		2.00	246.00	244.00		
5074	Due to Debt Collection			1,070.65	1,070.65		
5102	Clerk Fee-E/R		12.00	1,200.00	1,188.00		
5118	CVC Surcharge-E/R		.37	37.00	36.63		
5141	Fines-E/R		70.50	15,669.31	15,598.81		
7008	Recipient Payable Detail Code			1,120.65	1,120.65		
8200	Bond-Posted		6,848.00	4,077.00	1,541.99		4,312.99
8201	Bond Forfeit-E/R			698.00	698.00		
8203	Bond-Forfeited-Muni Ordin			454.00	454.00		
8204	Bond Refund			94.00	94.00		
Totals:		6,952.00	6,952.00	124,629.52	124,629.52	4,312.99	4,312.99

No exceptions noted

Information Displayed Per User Security Authorization
Confidential - For Court Use Only

MISSOURI JUDICIARY
MONETT MUNICIPAL
OPEN ITEMS SUMMARY REPORT
AS OF DATE: 29-Aug-2025Date: 29-Aug-2025
Time: 9:46:18AM
Page: 1BANK NAME: Monett Municipal Checking
BANK ACCOUNT NUMBER: 152322612127

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	4,312.99	4,312.99
BONDS IN OPEN ITEMS (not posted)	0.00	
DEBIT ACCOUNTS WITH BALANCE	0.00	0.00
DEBIT ACCOUNTS WITH BALANCE (not posted)	0.00	
GARNISHMENT ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)	0.00	
OTHER GENERAL LEDGER ACCOUNTS	0.00	0.00
OUTSTANDING PAYABLES	0.00	0.00
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		4,312.99

NOTE

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

Confidential - For Court Use Only

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Aug-2025 TO 29-Aug-2025

Date: 29-Aug-2025
Time: 10:01:06AM
Page: 1

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
AGANS, CHARLES ANTHONY	240411913 CITY OF MONETT V CHARLES ANTHONY AGANS Charge: 1 10-Jun-2025 ORD307.0-Defective Equipment Disposition: 14-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 14-Aug-2025 Start Date: 14-Aug-2025	14-Aug-2025 14-Aug-2025
AGUILAR, ANTONIO	240412157 CITY OF MONETT V ANTONIO AGUILAR Charge: 1 04-Aug-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 27-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 27-Aug-2025 Start Date: 27-Aug-2025	27-Aug-2025 27-Aug-2025
ALMARAZ, JOSE G	230308223 CITY OF MONETT V JOSE G ALMARAZ Charge: 1 26-Apr-2024 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
BABCOCK, PATRICE LYNN	240412095 CITY OF MONETT V PATRICE LYNN BABCOCK Charge: 1 25-Jul-2025 ORD301.0-Failed To Register Vehicle Disposition: 29-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 29-Aug-2025 Start Date: 29-Aug-2025	29-Aug-2025 29-Aug-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Aug-2025 TO 29-Aug-2025

Date: 29-Aug-2025
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BAILEY, JACK RAY	240412007 CITY OF MONETT V JACK RAY BAILEY Charge: 1 29-Jun-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 30 Days Text: Count 1 - Defendant sentenced to 30 Days Jail Court Costs Waived.	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
BAKER, BRITTANY	240411743 CITY OF MONETT V BRITTANY BAKER Charge: 1 02-May-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 05-Aug-2025
BAKER, BRITTANY	240411745 CITY OF MONETT V BRITTANY BAKER Charge: 1 02-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 05-Aug-2025
BAXTER, ZACHARY TAYLOR	240411270 CITY OF MONETT V ZACHARY TAYLOR BAXTER Charge: 1 25-Jan-2025 ORD302.0-Oper Motorcycle When Driver's License Not Validated For Such - 1st Or 2nd Offense Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs.	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025

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BAXTER, ZACHARY TAYLOR	240411270 CITY OF MONETT V ZACHARY TAYLOR BAXTER Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 12-Aug-2025 Due to End: 12-Feb-2026		
BAXTER, ZACHARY TAYLOR	240411271 CITY OF MONETT V ZACHARY TAYLOR BAXTER Charge: 1 25-Jan-2025 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50		12-Aug-2025 13-Aug-2025
BENNETT, ANITA	190864006 CITY OF MONETT V ANITA BENNETT Charge: 1 30-May-2021 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$154.00 and Court Costs. Fine Amount: \$ 154.00		12-Aug-2025 13-Aug-2025
BENNETT, ANITA	190864007 CITY OF MONETT V ANITA BENNETT Charge: 1 30-May-2021 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$154.00 and Court Costs. Fine Amount: \$ 154.00		12-Aug-2025 13-Aug-2025
BLEVINS, JARED ALEXANDER	240411999 CITY OF MONETT V JARED ALEXANDER BLEVINS		

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BLEVINS, JARED ALEXANDER	240411999 CITY OF MONETT V JARED ALEXANDER BLEVINS Charge: 1 07-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 18-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 18-Aug-2025 Start Date: 18-Aug-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50		18-Aug-2025 18-Aug-2025
BOYD, DAVID ALLEN	210660936 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 25-Mar-2022 ORD901.0-Nuisance Violation Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$268.50 and Court Costs. Fine Amount: \$ 268.50		05-Aug-2025 06-Aug-2025
BOYD, DAVID ALLEN	210661015 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 14-Apr-2022 ORD901.0-Nuisance Violation Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$268.50 and Court Costs. Fine Amount: \$ 268.50		05-Aug-2025 06-Aug-2025
BOYD, DAVID ALLEN	210661017 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 14-Apr-2022 ORD301.0-Fail To Display/Fasten Front/Back License Plate On Mv/Trailer Disposition: 05-Aug-2025 Guilty Plea		

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BOYD, DAVID ALLEN	210661017 CITY OF MONETT V DAVID ALLEN BOYD Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50		05-Aug-2025 06-Aug-2025
BRADLEY, BRENDAN JAMES	240411816 CITY OF MONETT V BRENDAN JAMES BRADLEY Charge: 1 18-May-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 18-Aug-2025 Start Date: 18-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		18-Aug-2025 18-Aug-2025
BRADLEY, BRENDAN JAMES	240411817 CITY OF MONETT V BRENDAN JAMES BRADLEY Charge: 1 18-May-2025 ORD901.0-Nuisance Violation Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 18-Aug-2025 Start Date: 18-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50		18-Aug-2025 18-Aug-2025
BRATTIN, CHASE MICHAEL	230308576 CITY OF MONETT V CHASE MICHAEL BRATTIN Charge: 1 22-Jun-2024 ORD301.0-Failed To Register Vehicle Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		12-Aug-2025 13-Aug-2025
BRIDGES, DALTON EDWARD	240411633 CITY OF MONETT V DALTON EDWARD BRIDGES		

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BRIDGES, DALTON EDWARD	240411633 CITY OF MONETT V DALTON EDWARD BRIDGES Charge: 1 02-Apr-2025 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$181.50 and Court Costs. Fine Amount: \$ 181.50 Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Charge: 2 02-Apr-2025 ORD300.0-Seat Belt Violation - Other Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00		12-Aug-2025 13-Aug-2025 12-Aug-2025 13-Aug-2025
BRIDGES, DALTON EDWARD	240411634 CITY OF MONETT V DALTON EDWARD BRIDGES Charge: 1 02-Apr-2025 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
BUCKHANAN, KENNETH ANTHONY	210662021 CITY OF MONETT V KENNETH ANTHONY BUCKHANAN Charge: 1 09-Mar-2023 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 27-Aug-2025
BUCKHANAN, KENNETH ANTHONY	210662022 CITY OF MONETT V KENNETH ANTHONY BUCKHANAN		

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BUCKHANAN, KENNETH ANTHONY	210662022 CITY OF MONETT V KENNETH ANTHONY BUCKHANAN Charge: 1 09-Mar-2023 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 27-Aug-2025
BURBRIDGE, KYLE K	240411667 CITY OF MONETT V KYLE K BURBRIDGE Charge: 1 14-Apr-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
BURTON, AMY LEA	240411672 CITY OF MONETT V AMY LEA BURTON Charge: 1 17-Apr-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 06-Aug-2025
BUSTEED, GABRIEL	240411970 CITY OF MONETT V GABRIEL BUSTEED Charge: 1 27-Jun-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$186.50 and Court Costs. Fine Amount: \$ 186.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 06-Aug-2025

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CALDWELL, SYDNEY LOCK	240412158 CITY OF MONETT V SYDNEY LOCK CALDWELL Charge: 1 04-Aug-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 19-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50		19-Aug-2025 19-Aug-2025
CAMERON, RITA RENEE	240411781 CITY OF MONETT V RITA RENEE CAMERON Charge: 1 13-May-2025 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		12-Aug-2025 13-Aug-2025
CARDENAS, JESSE FRANCOIS III	240411948 CITY OF MONETT V JESSE FRANCOIS CARDENAS III Charge: 1 22-Jun-2025 ORD301.0-Failed To Register Vehicle Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		19-Aug-2025 21-Aug-2025
CASTILLO, MARISOL	240412032 CITY OF MONETT V MARISOL CASTILLO Charge: 1 13-Jul-2025 ORD900.0-Park Hours Or Posted Closing Violation Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		26-Aug-2025 27-Aug-2025

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CASTRO LEMUS, VERONICA	240411305 CITY OF MONETT V VERONICA CASTRO LEMUS Charge: 1 03-Feb-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
CASTRO LEMUS, VERONICA	240411306 CITY OF MONETT V VERONICA CASTRO LEMUS Charge: 1 03-Feb-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
CASTRO, RUBI CARINA	240411938 CITY OF MONETT V RUBI CARINA CASTRO Charge: 1 17-Jun-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 06-Aug-2025
CHAPMAN, JASON CHARLES	240411940 CITY OF MONETT V JASON CHARLES CHAPMAN Charge: 1 18-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 04-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 04-Aug-2025 Start Date: 04-Aug-2025	04-Aug-2025 04-Aug-2025

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CHILDRESS, JACOB GREGORY	240412028 CITY OF MONETT V JACOB GREGORY CHILDRESS Charge: 1 12-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 25-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 25-Aug-2025 Start Date: 25-Aug-2025	25-Aug-2025 25-Aug-2025
CHRISTERSON, SPENCER CAMERON	230306994 CITY OF MONETT V SPENCER CAMERON CHRISTERSON Charge: 1 18-Jul-2023 ORD901.0-Nuisance Violation Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
CHUB YAXCAL, FRANKLI ESTUARDO	240411660 CITY OF MONETT V FRANKLI ESTUARDO CHUB YAXCAL Charge: 1 11-Apr-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 19-Aug-2025
CHUB YAXCAL, FRANKLI ESTUARDO	240411661 CITY OF MONETT V FRANKLI ESTUARDO CHUB YAXCAL Charge: 1 11-Apr-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea		

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CHUB YAXCAL, FRANKLI ESTUARDO	240411661 CITY OF MONETT V FRANKLI ESTUARDO CHUB YAXCAL Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 19-Aug-2025
COFFER, MADYSON H	240411958 CITY OF MONETT V MADYSON H COFFER Charge: 1 23-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 01-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 01-Aug-2025 Start Date: 01-Aug-2025	01-Aug-2025 01-Aug-2025
COLE, BRANDON MICHAEL	240412107 CITY OF MONETT V BRANDON MICHAEL COLE Charge: 1 26-Jul-2025 ORD301.0-Failed To Register Vehicle Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 27-Aug-2025
COX, WESLEY CHARLES	240411996 CITY OF MONETT V WESLEY CHARLES COX Charge: 1 06-Jul-2025 ORD301.0-Failed To Register Vehicle Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 19-Aug-2025
CROWELL, ASHLEIGH ELIZABETH	240410512 CITY OF MONETT V ASHLEIGH ELIZABETH CROWELL		

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CROWELL, ASHLEIGH ELIZABETH	240410512 CITY OF MONETT V ASHLEIGH ELIZABETH CROWELL Charge: 1 07-Sep-2024 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
DAVIS, TAMMY SUE	240412219 CITY OF MONETT V TAMMY SUE DAVIS Charge: 1 14-Aug-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 26-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 26-Aug-2025
DEVILLE, KELSEA MAY	240411243 CITY OF MONETT V KELSEA MAY DEVILLE Charge: 1 18-Jan-2025 ORD301.0-Failed To Register Vehicle Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 22-Aug-2025
DIEGO CATALAN, JOSE LUIS	240410546 CITY OF MONETT V JOSE LUIS DIEGO CATALAN Charge: 1 12-Sep-2024 ORD901.0-Nuisance Violation Disposition: 26-Aug-2025 Guilty Plea		

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DIEGO CATALAN, JOSE LUIS	240410546 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	CITY OF MONETT V JOSE LUIS DIEGO CATALAN Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
DIEGO CATALAN, JOSE LUIS	240410547 Charge: 1 12-Sep-2024 ORD574.0-Peace Disturbance Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	CITY OF MONETT V JOSE LUIS DIEGO CATALAN Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
DIEGO CATALAN, JOSE LUIS	240410548 Charge: 1 12-Sep-2024 ORD301.0-Failed To Register Vehicle Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V JOSE LUIS DIEGO CATALAN Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
DUNCAN, DOLLY CHRISTINE	240410274 Charge: 1 02-Aug-2024 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	CITY OF MONETT V DOLLY CHRISTINE DUNCAN Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 06-Aug-2025
EHRHARDT, GRADY	240411956 CITY OF MONETT V GRADY EHRHARDT		

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EHRHARDT, GRADY	240411956 CITY OF MONETT V GRADY EHRHARDT Charge: 1 23-Jun-2025 ORD307.0-Defective Equipment Disposition: 11-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 11-Aug-2025 Start Date: 11-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		11-Aug-2025 11-Aug-2025
FIELDS, NICHOLAS JORDAN	230308298 CITY OF MONETT V NICHOLAS JORDAN FIELDS Charge: 1 09-May-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$200.50 and Court Costs. Fine Amount: \$ 200.50 Charge: 2 09-May-2024 ORD300.0-Seat Belt Violation - Other Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00		12-Aug-2025 13-Aug-2025 12-Aug-2025 13-Aug-2025
FIELDS, NICHOLAS JORDAN	230308299 CITY OF MONETT V NICHOLAS JORDAN FIELDS Charge: 1 09-May-2024 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50		12-Aug-2025 13-Aug-2025

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FIELDS, NICHOLAS JORDAN	240411001 CITY OF MONETT V NICHOLAS JORDAN FIELDS Charge: 1 26-Nov-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.50 and Court Costs. Fine Amount: \$ 200.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
FIELDS, NICHOLAS JORDAN	240411002 CITY OF MONETT V NICHOLAS JORDAN FIELDS Charge: 1 26-Nov-2024 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
FINLEY, AUSTON	240411984 CITY OF MONETT V AUSTON FINLEY Charge: 1 03-Jul-2025 ORD574.0-Disorderly Conduct Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 12 Months Text: Count 1 - Defendant granted SIS, 12 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 19-Aug-2025 Due to End: 19-Aug-2026	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Agency: MONETT MUNICIPAL DIVISION	19-Aug-2025 21-Aug-2025
FONNER, RYLEE EUGENE	240411821 CITY OF MONETT V RYLEE EUGENE FONNER Charge: 1 18-May-2025 ORD307.0-Defective Equipment Disposition: 04-Aug-2025 Guilty Plea		

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FONNER, RYLEE EUGENE	240411821 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V RYLEE EUGENE FONNER Order Date: 04-Aug-2025 Start Date: 04-Aug-2025	04-Aug-2025 04-Aug-2025
FOREMAN, MARSHALL STANLEY	240411959 Charge: 1 24-Jun-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V MARSHALL STANLEY FOREMAN Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
GARCIA SALAS, BRUNO	240411953 Charge: 1 23-Jun-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V BRUNO GARCIA SALAS Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
GARCIA, ENRIQUE	240412082 Charge: 1 22-Jul-2025 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V ENRIQUE GARCIA Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
GILCREASE, SCOTTY BRYANT	240411754 CITY OF MONETT V SCOTTY BRYANT GILCREASE		

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GILCREASE, SCOTTY BRYANT	240411754 CITY OF MONETT V SCOTTY BRYANT GILCREASE Charge: 1 03-May-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 19-Aug-2025
GOFF, KIMBER NICOLE	240412050 CITY OF MONETT V KIMBER NICOLE GOFF Charge: 1 16-Jul-2025 ORD565.0-Domestic Assault Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.00 and Court Costs. Fine Amount: \$ 200.00	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
GONZALEZ, JUANITA	240411453 CITY OF MONETT V JUANITA GONZALEZ Charge: 1 28-Feb-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$231.00 and Court Costs. Fine Amount: \$ 231.00	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
GUINN, DRU GAVIN	240411980 CITY OF MONETT V DRU GAVIN GUINN Charge: 1 02-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 27-Aug-2025

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HACKETT, JONATHAN LEE	240412047 CITY OF MONETT V JONATHAN LEE HACKETT Charge: 1 15-Jul-2025 ORD301.0-Display/Possess Plates Of Another Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		26-Aug-2025 27-Aug-2025
HEATHERLY, SHELDON LEE ALLEN JR	240411835 CITY OF MONETT V SHELDON LEE ALLEN HEATHERLY JR Charge: 1 21-May-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		05-Aug-2025 06-Aug-2025
HENSON, CYNTHIA MARIE	240411040 CITY OF MONETT V CYNTHIA MARIE HENSON Charge: 1 01-Dec-2024 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		19-Aug-2025 21-Aug-2025
HENSON, JOSEPH LEE	240411657 CITY OF MONETT V JOSEPH LEE HENSON Charge: 1 09-Apr-2025 ORD307.0-Defective Equipment Disposition: 27-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		26-Aug-2025 27-Aug-2025

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HERNANDEZ MEJIA, ARNOLDO BENJAMIN	240412067 CITY OF MONETT V ARNOLDO BENJAMIN HERNANDEZ MEJIA Charge: 1 18-Jul-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	 Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	 26-Aug-2025 27-Aug-2025
HIATT, JUSTIN SAMUEL	240412102 CITY OF MONETT V JUSTIN SAMUEL HIATT Charge: 1 26-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 16-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	 Order Date: 16-Aug-2025 Start Date: 16-Aug-2025	 16-Aug-2025 16-Aug-2025
HOPKINS, JOHN ERIC II	240412056 CITY OF MONETT V JOHN ERIC HOPKINS II Charge: 1 17-Jul-2025 ORD301.0-Failed To Register Vehicle Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	 Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	 26-Aug-2025 27-Aug-2025
HOPPES, ETHAN	240412071 CITY OF MONETT V ETHAN HOPPES Charge: 1 19-Jul-2025 ORD304.0-Followed Another Vehicle Too Closely Disposition: 19-Aug-2025 Guilty Plea		

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HOPPEs, ETHAN	240412071 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$75.50 and Court Costs. Fine Amount: \$ 75.50	CITY OF MONETT V ETHAN HOPPEs Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
IBARRA, CHRISTOPHER ANTONIO	240411587 Charge: 1 27-Mar-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V CHRISTOPHER ANTONIO IBARRA Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
JEFFERS, BOBBY JOE	240412070 Charge: 1 18-Jul-2025 ORD565.0-Domestic Assault Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.50 and Court Costs. Fine Amount: \$ 200.50	CITY OF MONETT V BOBBY JOE JEFFERS Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
JEFFERS, BOBBY JOE	240412079 Charge: 1 20-Jul-2025 ORD565.0-Domestic Assault Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$400.50 and Court Costs. Fine Amount: \$ 400.50	CITY OF MONETT V BOBBY JOE JEFFERS Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
JOHNSON, MICHEAL ROBERT	240411018	CITY OF MONETT V MICHEAL ROBERT JOHNSON	

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JOHNSON, MICHEAL ROBERT	240411018 CITY OF MONETT V MICHEAL ROBERT JOHNSON Charge: 1 28-Nov-2024 ORD307.0-Defective Equipment Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 12-Aug-2025
KAUFFMAN, VANESSA DANIEL	240412133 CITY OF MONETT V VANESSA DANIEL KAUFFMAN Charge: 1 31-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 20-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$155.50 and Court Cost Fine Amount: \$ 155.50	Order Date: 20-Aug-2025 Start Date: 20-Aug-2025	20-Aug-2025 20-Aug-2025
KING, ELIZABETH RENEE	240411844 CITY OF MONETT V ELIZABETH RENEE KING Charge: 1 22-May-2025 ORD574.0-Peace Disturbance Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
KLEIN, SCOTT MICHAEL	230308137 CITY OF MONETT V SCOTT MICHAEL KLEIN Charge: 1 15-Apr-2024 ORD901.0-Nuisance Violation Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 06-Aug-2025

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KLEIN, SCOTT MICHAEL	230308138 CITY OF MONETT V SCOTT MICHAEL KLEIN Charge: 1 15-Apr-2024 ORD901.0-Nuisance Violation Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50		05-Aug-2025 06-Aug-2025
LAKEY, JACOB TYLER	240412000 CITY OF MONETT V JACOB TYLER LAKEY Charge: 1 07-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		19-Aug-2025 20-Aug-2025
LAMASTUS, JACK LEGRAND	240411955 CITY OF MONETT V JACK LEGRAND LAMASTUS Charge: 1 23-Jun-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 18-Aug-2025 Start Date: 18-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50		18-Aug-2025 18-Aug-2025
LEDEE JIMENEZ, TANISHA	240411962 CITY OF MONETT V TANISHA LEDEE JIMENEZ Charge: 1 24-Jun-2025 ORD307.0-Defective Equipment Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		05-Aug-2025 06-Aug-2025

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LELWOJ, JASON	240410785 CITY OF MONETT V JASON LELWOJ Charge: 1 22-Oct-2024 ORD575.0-Resisting Arrest Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Incarceration Jail Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs.		26-Aug-2025 27-Aug-2025
LELWOJ, JASON	240410786 CITY OF MONETT V JASON LELWOJ Charge: 1 22-Oct-2024 ORD565.0-Assault On Law Enforcement Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Incarceration Jail Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs.		26-Aug-2025 27-Aug-2025
LEWIS, THERESA LYNN	240412012 CITY OF MONETT V THERESA LEWIS Charge: 1 09-Jul-2025 ORD574.0-Disorderly Conduct Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		19-Aug-2025 20-Aug-2025
LUEBBERING, DAVID LAWRENCE	240412207 CITY OF MONETT V DAVID LAWRENCE LUEBBERING Charge: 1 13-Aug-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 25-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 25-Aug-2025 Start Date: 25-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50		25-Aug-2025 25-Aug-2025
MADRID, DAVID MANUEL	240411498 CITY OF MONETT V DAVID MANUEL MADRID		

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MADRID, DAVID MANUEL	240411498 CITY OF MONETT V DAVID MANUEL MADRID Charge: 1 07-Mar-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 18-Aug-2025 Start Date: 18-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		18-Aug-2025 18-Aug-2025
MEDRANO, BRIAN SANDOVAL	240411997 CITY OF MONETT V BRIAN SANDOVAL MEDRANO Charge: 1 06-Jul-2025 ORD301.0-Failed To Register Vehicle Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		19-Aug-2025 21-Aug-2025
MEJIA SOTO, ANGEL DE JESUS	240411805 CITY OF MONETT V ANGEL DE JESUS MEJIA SOTO Charge: 1 16-May-2025 ORD901.0-Nuisance Violation Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$241.50 and Court Costs. Fine Amount: \$ 241.50		26-Aug-2025 28-Aug-2025
MEJIA, ROBERTO JR	240412033 CITY OF MONETT V ROBERTO MEJIA Charge: 1 13-Jul-2025 ORD900.0-Park Hours Or Posted Closing Violation Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		26-Aug-2025 27-Aug-2025

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MENDEZ, LILIANA	240412046 CITY OF MONETT V LILIANA MENDEZ Charge: 1 15-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 08-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 08-Aug-2025 Start Date: 08-Aug-2025 Text: Defendant sentenced to Fine \$155.50 and Court Cost Fine Amount: \$ 155.50		08-Aug-2025 08-Aug-2025
MERIDA VAIL, ESVIN LEONEL	240412019 CITY OF MONETT V ESVIN LEONEL MERIDA VAIL Charge: 1 11-Jul-2025 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		26-Aug-2025 27-Aug-2025
NORRIS, ASHLEY BROOKE	240411532 CITY OF MONETT V ASHLEY BROOKE NORRIS Charge: 1 13-Mar-2025 ORD574.0-Disorderly Conduct Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$150.00 and Court Costs. Fine Amount: \$ 150.00		26-Aug-2025 27-Aug-2025
ORTIZ, BULMARO	240412040 CITY OF MONETT V BULMARO ORTIZ Charge: 1 14-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 22-Aug-2025 Guilty Plea Written		

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ORTIZ, BULMARO	240412040 Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	CITY OF MONETT V BULMARO ORTIZ Order Date: 22-Aug-2025 Start Date: 22-Aug-2025	22-Aug-2025 22-Aug-2025
POUNDS, SHANE EDWARD	240411968 Charge: 1 27-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	CITY OF MONETT V SHANE EDWARD POUNDS Order Date: 12-Aug-2025 Start Date: 12-Aug-2025	12-Aug-2025 13-Aug-2025
RAGAIN, DEJAY EUGENE	240411277 Charge: 1 26-Jan-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	CITY OF MONETT V DEJAY EUGENE RAGAIN Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
RAGAIN, DEJAY EUGENE	240411278 Charge: 1 26-Jan-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V DEJAY EUGENE RAGAIN Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
RICHMOND, JAMES MATTHEW	240411760 CITY OF MONETT V JAMES MATTHEW RICHMOND		

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RICHMOND, JAMES MATTHEW	240411760 CITY OF MONETT V JAMES MATTHEW RICHMOND Charge: 1 05-May-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$181.50 and Court Costs. Fine Amount: \$ 191.50 Charge: 2 05-May-2025 ORD300.0-Seat Belt Violation - Other Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025 19-Aug-2025 21-Aug-2025
RICHMOND, JAMES MATTHEW	240411761 CITY OF MONETT V JAMES MATTHEW RICHMOND Charge: 1 05-May-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$66.50 and Court Costs. Fine Amount: \$ 66.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
RICHMOND, JAMES MATTHEW	240411770 CITY OF MONETT V JAMES MATTHEW RICHMOND Charge: 1 09-May-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$181.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025

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RICHMOND, JAMES MATTHEW	240411770 CITY OF MONETT V JAMES MATTHEW RICHMOND Charge: 2 09-May-2025 ORD300.0-Seat Belt Violation - Other Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
RICHMOND, JAMES MATTHEW	240411771 CITY OF MONETT V JAMES MATTHEW RICHMOND Charge: 1 09-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
RIVERA, EZEQUIEL ISAIAS	240412069 CITY OF MONETT V EZEQUIEL RIVERA Charge: 1 18-Jul-2025 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County Disposition: 13-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 13-Aug-2025 Start Date: 13-Aug-2025	13-Aug-2025 13-Aug-2025
RODRIGUEZ SOLORZANO, OMAR	240412004 CITY OF MONETT V OMAR RODRIGUEZ SOLORZANO Charge: 1 08-Jul-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 26-Aug-2025 Guilty Plea		

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RODRIGUEZ SOLORZANO, OMAR	240412004 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V OMAR RODRIGUEZ SOLORZANO Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 26-Aug-2025
RUEDA, HECTOR JACOBO	240411910 Charge: 1 09-Jun-2025 ORD307.0 Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V HECTOR JACOBO RUEDA Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
SALAS SERRANO, EDUARDO	240411985 Charge: 1 04-Jul-2025 ORD302.0 Operate Vehicle On Highway Without Valid Or No License Disposition: 12-Aug-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 12-Aug-2025 Due to End: 12-Feb-2026	CITY OF MONETT V EDUARDO SALAS SERRANO Order Date: 12-Aug-2025 Start Date: 12-Aug-2025 Agency: MONETT MUNICIPAL DIVISION	12-Aug-2025 13-Aug-2025
SCHIED, MEGAN LEA	240412025 Charge: 1 11-Jul-2025 ORD574.0 Peace Disturbance Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	CITY OF MONETT V MEGAN LEA SCHIED Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 26-Aug-2025

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SCHIED, MEGAN LEA	240412026 CITY OF MONETT V MEGAN LEA SCHIED Charge: 1 11-Jul-2025 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$150.00 and Court Costs. Fine Amount: \$ 150.00		26-Aug-2025 26-Aug-2025
SCHIED, MEGAN LEA	240412031 CITY OF MONETT V MEGAN LEA SCHIED Charge: 1 11-Jul-2025 ORD574.0-Peace Disturbance Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		26-Aug-2025 26-Aug-2025
SCHMIDT, MILES JOSEPH	240411808 CITY OF MONETT V MILES JOSEPH SCHMIDT Charge: 1 16-May-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		19-Aug-2025 20-Aug-2025
SERRANO ORTEGA, MARIA FELIX	240412065 CITY OF MONETT V MARIA FELIX SERRANO ORTEGA Charge: 1 17-Jul-2025 ORD578.0-Animal At Large Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		26-Aug-2025 27-Aug-2025

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SORIANO, ANGEL	240412017 CITY OF MONETT V ANGEL SORIANO Charge: 1 10-Jul-2025 ORD301.0-Display/Possess Plates Of Another Disposition: 26-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 26-Aug-2025
SORIANO, DANIEL	240410511 CITY OF MONETT V DANIEL SORIANO Charge: 1 07-Sep-2024 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
THOMAS JACKSON, JOSEPH EDWARD	240411445 CITY OF MONETT V JOSEPH EDWARD THOMAS JACKSON Charge: 1 27-Feb-2025 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 26-Aug-2025
THORNTON, JEFFERY DEWANE	240411736 CITY OF MONETT V JEFFERY DEWANE THORNTON Charge: 1 28-Apr-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
THORNTON, JEFFERY DEWANE	240411736 CITY OF MONETT V JEFFERY DEWANE THORNTON Sentence or SIS: Fine Order Date: 19-Aug-2025 Start Date: 19-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50		19-Aug-2025 21-Aug-2025
TILLMAN, BRANDI LYNETTE	240411827 CITY OF MONETT V BRANDI LYNETTE TILLMAN Charge: 1 19-May-2025 ORD307.0-Defective Equipment Disposition: 04-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 04-Aug-2025 Start Date: 04-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		04-Aug-2025 04-Aug-2025
TILLMAN, BRANDI LYNETTE	240411828 CITY OF MONETT V BRANDI LYNETTE TILLMAN Charge: 1 19-May-2025 ORD307.0-Defective Equipment Disposition: 04-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 04-Aug-2025 Start Date: 04-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$66.50 and Court Costs. Fine Amount: \$ 66.50		04-Aug-2025 04-Aug-2025
VEGA, CORINA MARIE	240411971 CITY OF MONETT V CORINA MARIE VEGA Charge: 1 28-Jun-2025 ORD574.0-Disorderly Conduct Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Order Date: 05-Aug-2025 Start Date: 05-Aug-2025 Text: Count 1 - Defendant sentenced to Fine \$100.00 and Court Costs. Fine Amount: \$ 100.00		05-Aug-2025 05-Aug-2025
VEGA, CORINA MARIE	240411972 CITY OF MONETT V CORINA MARIE VEGA		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
VEGA, CORINA MARIE	240411972 CITY OF MONETT V CORINA MARIE VEGA Charge: 1 28-Jun-2025 ORD575.0-Resisting Arrest Disposition: 05-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.00 and Court Costs. Fine Amount: \$ 150.00	Order Date: 05-Aug-2025 Start Date: 05-Aug-2025	05-Aug-2025 05-Aug-2025
VELADOR RODRIGUEZ, RICARDO	240411670 CITY OF MONETT V RICARDO VELADOR RODRIGUEZ Charge: 1 16-Apr-2025 ORD307.0-Defective Equipment Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 21-Aug-2025
VILLA, CAROLINA	240411086 CITY OF MONETT V CAROLINA VILLA Charge: 1 13-Dec-2024 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
WILLIAMS, CHARLOTTE	240412029 CITY OF MONETT V CHARLOTTE WILLIAMS Charge: 1 12-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 09-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 09-Aug-2025 Start Date: 09-Aug-2025	09-Aug-2025 09-Aug-2025

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WILLIAMS, CHARLOTTE	240412030 CITY OF MONETT V CHARLOTTE WILLIAMS Charge: 1 12-Jul-2025 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 09-Aug-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$49.50 and Court Cost Fine Amount: \$ 49.50	Order Date: 09-Aug-2025 Start Date: 09-Aug-2025	09-Aug-2025 09-Aug-2025
WORMINGTON, DERYLL KEITH	240411423 CITY OF MONETT V DERYLL KEITH WORMINGTON Charge: 1 25-Feb-2025 ORD901.0-Nuisance Violation Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50 Charge: 2 25-Feb-2025 ORD300.0-Seat Belt Violation - Other Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025 Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025 26-Aug-2025 28-Aug-2025
WORMINGTON, DERYLL KEITH	240411424 CITY OF MONETT V DERYLL KEITH WORMINGTON Charge: 1 25-Feb-2025 ORD901.0-Nuisance Violation Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025

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WORMINGTON, DERYLL KEITH	240411426 CITY OF MONETT V DERYLL KEITH WORMINGTON Charge: 1 25-Feb-2025 ORD307.0-Defective Equipment Disposition: 26-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 26-Aug-2025 Start Date: 26-Aug-2025	26-Aug-2025 28-Aug-2025
WRIGHT, LOGAN MACY	240411526 CITY OF MONETT V LOGAN MACY WRIGHT Charge: 1 12-Mar-2025 ORD901.0-Nuisance Violation Disposition: 19-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 19-Aug-2025 Start Date: 19-Aug-2025	19-Aug-2025 20-Aug-2025
YONKER, DALTON	240411686 CITY OF MONETT V DALTON YONKER Charge: 1 20-Apr-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 18-Aug-2025 Start Date: 18-Aug-2025	18-Aug-2025 18-Aug-2025
YONKER, DALTON	240411687 CITY OF MONETT V DALTON YONKER Charge: 1 20-Apr-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 18-Aug-2025 Start Date: 18-Aug-2025	18-Aug-2025 18-Aug-2025

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Report: CZR0056

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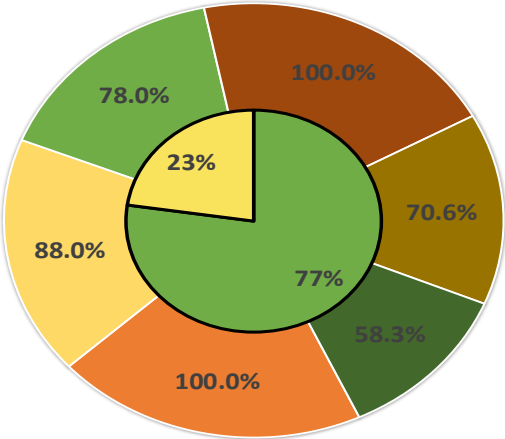
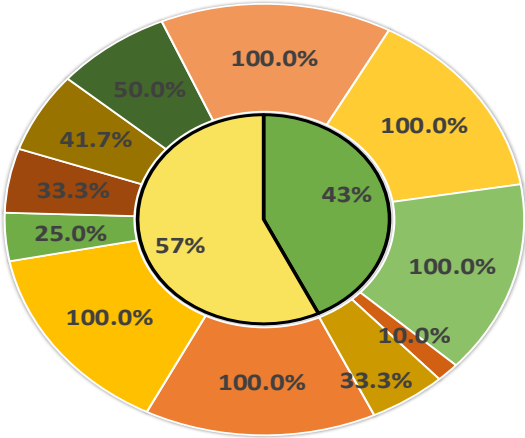
JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
YONKER, DALTON	240411688 CITY OF MONETT V DALTON YONKER Charge: 1 20-Apr-2025 ORD307.0-Defective Equipment Disposition: 18-Aug-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 18-Aug-2025 Start Date: 18-Aug-2025	18-Aug-2025 18-Aug-2025

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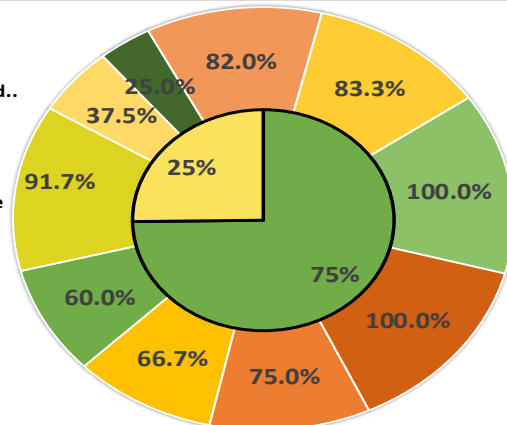
Monthly Report – Emergency Management
August 2025
David Compton, Director



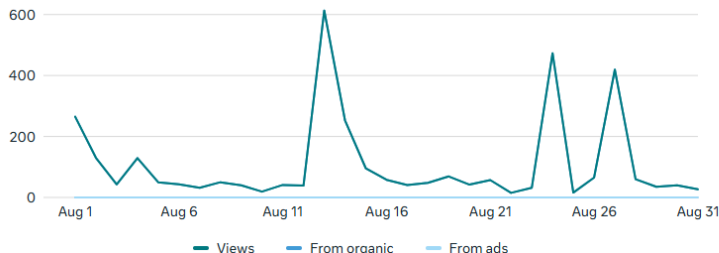
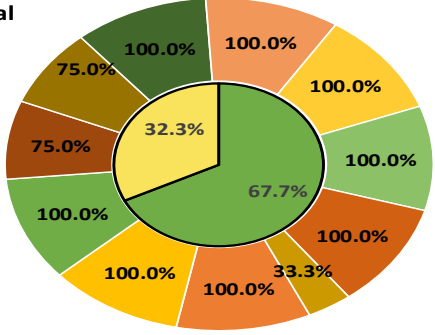
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Category	Description	Activity	Action Items	Performance																								
 Planning	Systematic process of developing strategic, operational, and/or tactical-level approaches to meet objectives.	08.20.2025 – Dept. Head Mtg.	Event Action Plans being created for selected community events. Organize Administrators Planning Mtg. with area NH's.	Planning - TEPW - External Collaboration - Internal Collaboration - RTTA - Flood Plain - NRCS - Flood Plain - NMSZ - Planning <table><thead><tr><th>Category</th><th>Percentage</th></tr></thead><tbody><tr><td>TEPW</td><td>100.0%</td></tr><tr><td>External Collaboration</td><td>88.0%</td></tr><tr><td>Internal Collaboration</td><td>77%</td></tr><tr><td>RTTA - Flood Plain</td><td>78.0%</td></tr><tr><td>NRCS - Flood Plain</td><td>70.6%</td></tr><tr><td>NMSZ - Planning</td><td>58.3%</td></tr></tbody></table>	Category	Percentage	TEPW	100.0%	External Collaboration	88.0%	Internal Collaboration	77%	RTTA - Flood Plain	78.0%	NRCS - Flood Plain	70.6%	NMSZ - Planning	58.3%										
Category	Percentage																											
TEPW	100.0%																											
External Collaboration	88.0%																											
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RTTA - Flood Plain	78.0%																											
NRCS - Flood Plain	70.6%																											
NMSZ - Planning	58.3%																											
 Training & Exercises	Local, State, or Federal training to develop strategic, operational, and/or tactical-level competencies	All SFY 2025 Exercise Activities Completed and Submitted to SEMA. 08.26.2025 – CoxMonett Fall Exercise Planning Mtg.		Training/Exercises - SEMA/FEMA Rapid Needs Assessment - SEMA/FEMA Damage Assessment - Workshop - Discussion Based - Trainings - FEMA - Trainings - Cyber - Tabletop - Discussion / Community Based - Tabletop - Discussion / Department Based - Drill - Operations / Department Based - NWS Weather Spotter Class - Functional Exercise- Department Based - Monthly Siren Tests <table><thead><tr><th>Category</th><th>Percentage</th></tr></thead><tbody><tr><td>SEMA/FEMA Rapid Needs Assessment</td><td>100.0%</td></tr><tr><td>SEMA/FEMA Damage Assessment</td><td>100.0%</td></tr><tr><td>Workshop - Discussion Based</td><td>43%</td></tr><tr><td>Trainings - FEMA</td><td>100.0%</td></tr><tr><td>Trainings - Cyber</td><td>10.0%</td></tr><tr><td>Tabletop - Discussion / Community Based</td><td>57%</td></tr><tr><td>Tabletop - Discussion / Department Based</td><td>33.3%</td></tr><tr><td>Drill - Operations / Department Based</td><td>100.0%</td></tr><tr><td>NWS Weather Spotter Class</td><td>25.0%</td></tr><tr><td>Functional Exercise- Department Based</td><td>100.0%</td></tr><tr><td>Monthly Siren Tests</td><td>50.0%</td></tr></tbody></table>	Category	Percentage	SEMA/FEMA Rapid Needs Assessment	100.0%	SEMA/FEMA Damage Assessment	100.0%	Workshop - Discussion Based	43%	Trainings - FEMA	100.0%	Trainings - Cyber	10.0%	Tabletop - Discussion / Community Based	57%	Tabletop - Discussion / Department Based	33.3%	Drill - Operations / Department Based	100.0%	NWS Weather Spotter Class	25.0%	Functional Exercise- Department Based	100.0%	Monthly Siren Tests	50.0%
Category	Percentage																											
SEMA/FEMA Rapid Needs Assessment	100.0%																											
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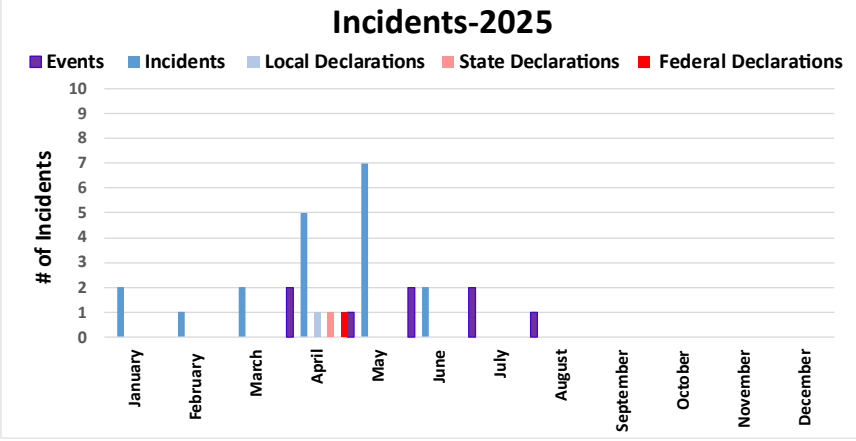
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Category	Description	Activity	Action Items	Performance																						
 Coordinating	Establish and maintain a coordinated engagement of stakeholders to support missions and capabilities.	08.07.2025 – Public Safety Functional Team Mtg. 08.08.2025 – Tech Project Scrum Mtg. 08.15.2025 – Functional Team Mtg. 08.20.2025 – Tech Project Scrum Call 08.21.2025 – Tech. Steering Cmtte. Mtg. 08.22.2025 – Tech. Steering Cmtte. Mtg 08.26.2025 – Tech Project Scrum Mtg. 08.27.2025 – Tech. Project Mtg. 08.28.2025 – Barry County Fire Chiefs/LEPC Mtg.		Coordinating - SMESO/Regional Coord.. - City Council - Functional Teams - Departmental - LEPC/ Barry - Lawrence - RHSOC - Projects - Projects - Projects - Future Project  <table><caption>Coordinating Performance Data</caption><thead><tr><th>Category</th><th>Percentage</th></tr></thead><tbody><tr><td>SMESO/Regional Coord..</td><td>82.0%</td></tr><tr><td>City Council</td><td>83.3%</td></tr><tr><td>Functional Teams</td><td>100.0%</td></tr><tr><td>Departmental</td><td>100.0%</td></tr><tr><td>LEPC/ Barry - Lawrence</td><td>75.0%</td></tr><tr><td>RHSOC</td><td>66.7%</td></tr><tr><td>Projects</td><td>60.0%</td></tr><tr><td>Projects</td><td>91.7%</td></tr><tr><td>Projects</td><td>37.5%</td></tr><tr><td>Future Project</td><td>25.0%</td></tr></tbody></table>	Category	Percentage	SMESO/Regional Coord..	82.0%	City Council	83.3%	Functional Teams	100.0%	Departmental	100.0%	LEPC/ Barry - Lawrence	75.0%	RHSOC	66.7%	Projects	60.0%	Projects	91.7%	Projects	37.5%	Future Project	25.0%
Category	Percentage																									
SMESO/Regional Coord..	82.0%																									
City Council	83.3%																									
Functional Teams	100.0%																									
Departmental	100.0%																									
LEPC/ Barry - Lawrence	75.0%																									
RHSOC	66.7%																									
Projects	60.0%																									
Projects	91.7%																									
Projects	37.5%																									
Future Project	25.0%																									

August 2025

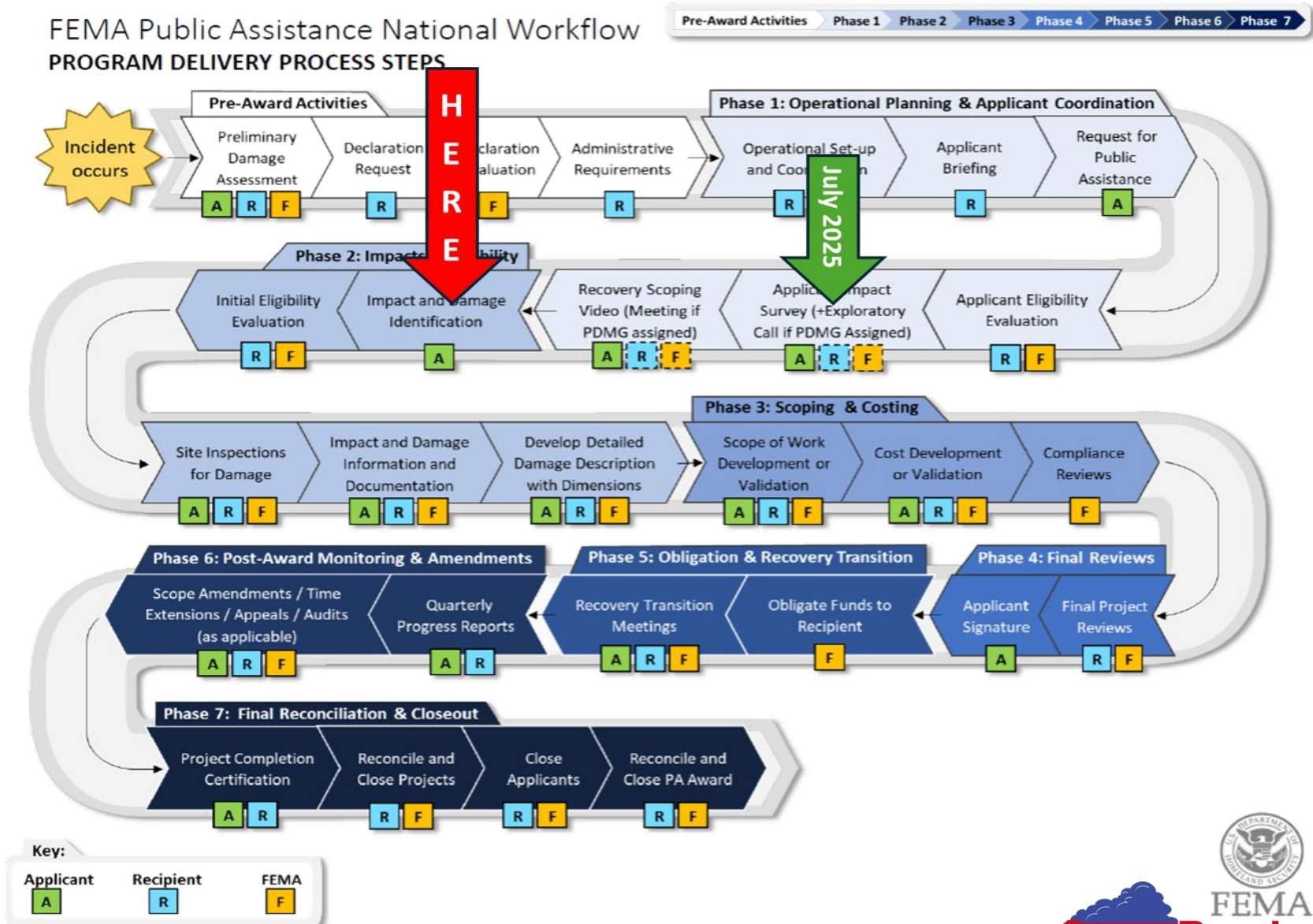
Category	Description	Activity	Action Items	Performance
 Public Information	Deliver coordinated, prompt, reliable, and actionable information to the community in a clear, consistent, accessible manner.	August Campaign executed: - Pre-Event PSAs 3.3K Views 1.5K Reach 08.13.2025 – Outdoor Warning Siren Test	September 2025 – Campaign Themes - Heat Related. - Heat Prepared. - Pre-Incident PSAs. (English and Spanish-if available.) Additional Situational specific posts as needed.	Views 3.3K ↓ 75.2% Reach 1.5K ↓ 60.5% 3-second views 0 ↓ 100% 1-minute views 0 0% Content interactions 14 ↓ 82.1% Watch time 23s ↓ 100%  Views breakdown Aug 1 – Aug 31 Total 3,340 ↓ 75.2% From organic 3,340 ↓ 75.2% From ads 0 0%
 Community	Engage the community to prepare, mitigate, prevent, and recover from incidents.	08.11.2025 – Planning Mtg. with Cedar Ridge NH.	Organize Administrators Planning Mtg. with area NH's.	
 Intergov't	Establish and maintain a coordinated engagement with government bodies.	08.01.2025 – DR-4876 - FEMA PA Exploratory Call. 08.22.2025 – DR-4876 – FEMA Recovery Scoping Mtg. 08.29.2025 – DR-4876 – FEMA Recovery Scoping Mtg.	See Progress Map DR-4876 Phase 1 – complete DR-4876 Phase 2 – Beginning 08.25.2025- Complete by 10.22.2025.	Intergovernmental - Annual EMPG Application - EMPG Application Negotiation - EMPG Application Approved - EMPG Quarter Status Report - EMPG Quarter Financial Report - CEPF Supplemental Grant Application - EMPG Supplemental Grant Application - HMEP Deed Restriction Inspections - DR-4490-MO Close Out - NWS WCO Meeting - NWS Products - DR-4876 PA / SBA - Coordination Mtg.s 

August 2025

Category	Description	Activity	Action Items	Performance
 Incidents	Incidents that involved EMA assistance for preparation, mitigation, prevention, and/or recovery	08.01.2025 – Food Truck Friday	2025 Events = 8 Incidents = 19 Declarations Local = 1 State = 1 Federal = 1 (DR-4876)	Incidents-2025 

DR-4876-MO (Barry County/City of Monett)
Incident Period 04.29.2025
Process/Progress Map

FEMA Public Assistance National Workflow PROGRAM DELIVERY PROCESS STEPS





PARKS MONETT

PRIDE AND PROGRESS
September 25

PARKS

- Mowing, weed eating, cleaning bathrooms, and picking up trash.
- Cutting up trees and pilling brush at the golf course
- Set up the downtown pavilion for Back-to-School Bash
- Set up For Roar & Rally at the downtown pavilion.
- Watering sports fields
- Watering new young trees
- Street department put in concrete side walks for the play areas at North Park
- Power washing shelters, picnic tables
- All New tennis courts at North Park
- Top dressing infields at North Park
- Casino rentals for July 15 compared to 14 this time in 2024.
- Pavillion saw 1 rental
- Pro shop seen 765 daily fee rounds, 293 member rounds, \$18896. Green fees

PARKS

MONETT POLICE DEPARTMENT

1901 E. CLEVELAND AVE.

MONETT, Mo. 65708

GEORGE DAOUD, CHIEF OF POLICE

RE: MONTHLY REPORT FOR AUGUST 2025

DISTRIBUTION: Chief Daoud, Capt. Camp, City Clerk McMillan, City Administrator Ary, Mayor Burke, Commissioner Indovina, Commissioner Gaspar

DATE PREPARED: September 4, 2025

POLICE REPORTS GENERATED:

Calls for service:	1280
Offense Reports:	122(Does not include GPRs)
Arrest Reports:	76
General Purpose Reports:	57 (Includes ACO GPRs)

ACCIDENT/ COLLISION INFORMATION:

Total number of collisions for the month 8

Total number of vehicles involved in collisions 15

Injury collisions for the month 0

Total number of vehicles damaged 15

Total number of persons injured 0

Private Property accidents reported on S.T.A.R.S. 1

Contacts:

Traffic Contacts	513
Ordinance Violations	51
	564

MONIES RECEIPTED IN BY THE MONETT POLICE DEPARTMENT:

Animal Control:	\$	322.00
Bonds:	\$	3683.99

ANIMAL CONTROL

GPR = 11
Offense = 0
Dogs Impounded = 17
Dogs to Humane Society = 0
Dogs to Animal Rescue = 4
Dogs to Owner = 6
Dogs Adopted = 7
Dogs to Vet = 8
Calls for the Month = 183

Investigation Stats

<u>Investigator</u>	<u>Total Cases</u>	<u>Cases Closed</u>	<u>Case Open</u>
Det. Sgt. Landreth #310	3	1	2
Det. Brown #320	7	2	5
Det. Salazar #316	7	4	3
<u>Totals</u>	<u>17</u>	<u>7</u>	<u>10</u>

The totals above reflect cases from the month of August.

The following indicates cases closed in the month that were assigned in previous months:

	Closed
Det. Sgt. Landreth #310	8
Det. Brown #320	6
Det. Salazar #316	2
Total	16

The Criminal Investigations Division is currently actively investigating 119 cases. The oldest active case was assigned on 09-01-2022. The median age of these cases is 14 months.

SCHOOL RESOURCE/ PUBLIC INFORMATION DIVISION

Sergeant Jay Jastal

School Activities

- High School Schedule Pickup
- Reviewed 25 BARK Alerts
- 3 New Teacher Presentations at MMS, MIS, MMS
- Stop the Bleed Training at High School
- Stop The Bleed Training at MECC
- Active Shooter Training at High School
- Active Shooter Training at MECC
- Emergency training at St. Lawrence
- 2 High School football games/after school Event for High School
- 4 Possession of Marijuana
- 1 Possession of pornographic material at school
- 2 medical emergencies at school
- 1 hotline call made
- 1 treat at Middle School via email
- 10-50 High school parking lot
- School visits
- Lock-down device inventory/inspection
- High School Football game

Patrol/Investigations

- Patrol Supervisor

Meetings

- School Board
- High school Admin
- MMS Admin
- Supervisor's Meeting

- District Meeting

Public Presentations

- Football Rally at Pavilion
- Opened FEMA shelter during storm

Training

- Swatting
-

Volunteer Hours

- 0

September Events

TBD	School Drills
September 5 and 19	Home Football Games
Sept 12	Active Shooter Presentation MIS
Sept 22	Active Shooter Presentation HS
Sept 23	SRO Meeting

SRO Marvin McCracken

- **School Activities**
 - 4 Home visits...
 - 5 Parent contacts
 - 5 Meetings with Admin/Staff
 - 5 Calls for service
 - Extra Patrol of school campuses
 - 2 Unsecure doors
 - JO letters
 - 4 Reviewed Bark Alerts
 - Checked classrooms at MIS for lockdown devices
 - MIS Back to School Bash
 - MIS Open House 1st day of school
 - 13 Introduction lessons
 - Work with staff member on lockdown/drill procedures
 - Lockdown drill
 - Fire drill
 - Varsity Football Game

Patrol/Investigations

- Assist with calls for Patrol

Meetings

- 3 Meeting with Mrs. Wallace
- District Rally @ PAC

Public presentations

Training

- Conducted safety training with staff at MIS
- Completed Legal Training video
- RADAR training
- Back-to-School Safety Preparedness: Training and Drills for K-12 Schools

Special Events

- Water Day YMCA
- CAC Golf Tournament
- MIS Back to School Bash
- MIS Open House
- Football scrimmage
- HS Football game

September Events

- Labor Day Holiday
- Home football vs Strafford
- Home football vs Seneca
- Celebration Rally
- Security Camera Training
- Active Shooter training with Sgt. Jastal
- CIT meeting
- 2025 MO Pipeline Safety Program

SRO Snodgrass

School Activities

- Patrolled School bus stops and MECC campus
- New School year meetings
- Pick up students that got off at wrong school

- Meeting with Mrs. Roderman regarding safety issues
- MECC open house
- Several open doors

Patrol/Investigations

- Daily School patrol
- Patrolled school bus stops
- Extra patrol at MES
- Assist patrol after school when available
- Patrol prior to school starting for the year

Meetings

- Back to school required meetings

Public presentations

- 0

Training

- Lexipol
- KnowBe4 training
- Courage to report bulletins
- Raptor Technologies School Safety videos
- Vector training
- Active shooter training
- Gave stop the bleed classes
- Talent Ed courses

Special Events

- High School Football Games Begin

September Events

- High School football

Monett Police Department

ITI Client Services, St. Louis, MO 63132

Summons Charges Stats by Month and YTD

August 2025

Summons Charge	Month	Current YTD	Previous YTD	Change
ASSAULT (O)	1	7	10	-3
ASSAULT-DOMESTIC (O)	4	25	26	-1
CARELESS AND IMPRUDENT DRIVING (O)	1	8	15	-7
CARELESS AND IMPRUDENT DRIVING / COLLISION (O)	2	4	6	-2
CHILD RESTRAINT VIOLATION	0	11	15	-4
DEFECTIVE EQUIPMENT / SIGNAL, MUFFLER, BRAKES, MIRRORS	18	91	90	1
DEFECTIVE LICENSE PLATE LIGHT	11	35	59	-24
DISORDERLY CONDUCT	5	43	25	18
DISPLAY UNAUTHORIZED PLATES,TAGS,STICKERS,SIGNS (O)	3	17	33	-16
DISPLAY/POSSESS PLATES OF ANOTHER (O)	5	26	28	-2
DISPLAYED/POSSESSED FICTITIOUS/ALTERED DRIVER'S LICENSE (O)	1	1	0	1
DOG RUNNING AT LARGE	0	12	13	-1
DRIVE WRONG WAY ON ONE WAY STREET	0	1	3	-2
DRIVING WHILE REVOKED (O)	6	45	51	-6
DRIVING WHILE SUSPENDED (O)	11	45	28	17
DWI (O)	6	40	52	-12
DWI-DRUG INTOXICATION	2	7	8	-1
ENDANGERING THE WELFARE OF A CHILD (O)	3	11	19	-8
EXCEED SPEED LIMIT (1-5 MPH OVER)	3	13	43	-30
EXCEED SPEED LIMIT (11-15 MPH OVER)	129	768	734	34
EXCEED SPEED LIMIT (16-19 MPH OVER)	18	103	98	5
EXCEED SPEED LIMIT (20-25 MPH OVER)	6	55	58	-3
EXCEED SPEED LIMIT (31-35 MPH OVER)	3	3	2	1
EXCEED SPEED LIMIT (36-40 MPH OVER)	0	1	3	-2
EXCEED SPEED LIMIT (6-10 MPH OVER)	12	75	87	-12
FAIL TO DISPLAY PLATES PROPERLY ON VEHICLE / TRAILER	13	77	104	-27
FAIL TO DRIVE WITHIN SINGLE LANE	6	24	20	4
FAIL TO HAVE 2 HEADLAMPS AS REQUIRED	13	69	109	-40
FAIL TO MAINTAIN LANE	6	39	44	-5
FAIL TO MAKE LEFT TURN INTO PROPER LANE	0	5	10	-5

Summons Charge	Month	Current YTD	Previous YTD	Change
FAIL TO PRODUCE LICENSE ON DEMAND	2	4	8	-4
FAIL TO STOP AT STEADY RED SIGNAL	4	31	50	-19
FAIL TO STOP AT STOP SIGN (O)	15	102	165	-63
FAIL TO YEILD AT/IN INTERSECTIONS	1	6	10	-4
FAIL TO YIELD AT YIELD SIGN	0	1	2	-1
FAIL TO YIELD TO FUNERAL PROCESSION	0	0	3	-3
FAILED TO DISPLAY PLATES ON MTR VEH/TRL	6	23	26	-3
FAILED TO DRIVE ON RIGHT SIDE OF ROAD	0	6	6	0
FAILED TO MAINTAIN FINANICAL RESPONSIBILITY (O)	23	130	263	-133
FAILED TO REGISTER MV ANNUALLY	135	707	785	-78
FAILED TO STOP FOR SCHOOL BUS RECEIVING/DISCHARGING CHILDRN	2	4	3	1
FAILED TO USE TURN SIGNAL	11	33	46	-13
FAILURE TO ACTIVATE HEAD LAMPS	5	23	29	-6
FAILURE TO DIM LIGHTS	2	2	3	-1
FAILURE TO OBEY TRAFFIC CONTROL DEVICE	0	3	2	1
FALSE REPORT	0	0	2	-2
FAULTY TAIL LAMPS / REFLECTORS	4	46	120	-74
FOLLOWING TOO CLOSE	2	7	4	3
FRAUDULENT USE OF A CREDIT DEVICE AND/OR DEBIT DEVICE (O)	0	1	2	-1
HARASSMENT-OTHER THAN PHONE (O)	0	3	5	-2
IMPROPER PASSING	1	6	4	2
IMPROPER TURN	1	10	12	-2
IN PARK AFTER HOURS	1	13	14	-1
KNOWINGLY ALLOW UNLICENSED DRIVER TO OPERATE MV (O)	0	3	3	0
LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT (O)	0	6	7	-1
MINOR IN POSSESSION OF ALCOHOL	0	0	4	-4
NO HEADLIGHTS WHEN REQUIRED	1	10	4	6
NO VALID OPERATORS LICENSE (O)	12	104	152	-48
OBEDIENCE TO TRAFFIC CONTROL DEVICE	0	3	3	0
OBEDIENCE TO TRAFFIC REGULATIONS	3	26	34	-8
OBSTRUCTING A POLICE OFFICER	1	6	11	-5
OPERATE MOTOR VEHICLE WITH VISION REDUCING MATERIAL APPLIED	4	24	0	24
OPERATE MOTRORCYCLE WITHOUT PROPER ENDORSEMENT	1	3	0	3
PARKING FACING WRONG DIRECTION	6	81	4	77

Summons Charge	Month	Current YTD	Previous YTD	Change
PARKING IN FRONT YARD	13	49	6	43
PARKING OF COMMERCIAL VEHICLES / BOATS PROHIBITED IN RESIDENTIAL DISTRICTS	0	10	1	9
PARKING PROHIBITED	0	8	7	1
PARKING TRAILERS PROHIBITED	1	3	0	3
POSSESSION OF OPEN TITLE	2	5	2	3
POSSESSION TRANSPORTATION OF OPEN ALCOHOL CONTAINERS	3	11	12	-1
RESISTING OR INTERFERING WITH ARREST (O)	1	17	16	1
SEAT BELT VIOLATION	1	6	7	-1
SEXUAL MISCONDUCT (O)	0	2	3	-1
STEALING (O)	4	47	35	12
TRESPASS 1ST (O)	5	34	33	1
TRESPASS NOTICE	0	6	22	-16
TURN RIGHT WHERE PROHIBITED BY SIGN	2	3	2	1
Totals:	563	3289	3725	-436



PUBLIC WORKS

MONTHLY REPORT

AUGUST 2025



PUBLIC WORKS

MONTHLY REPORT

CEMETERY CREW

- No funerals in the month of August.
- Three grave plots sold: Two at Oakdale and One at I.O.O.F.
- Below average on mowing weedeating due to lack of precipitation.
- Average grave maintenance includes cutting out mulberries, saplings, and Johnson grass.
- Monument maintenance up with needed leveling of stones.
- A couple loads of black screened dirt hauled in.
- Five loads of grave fill hauled off.
- Weedeated and sprayed sidewalks and streets around the elementary school loop prior to the first day of classes.
- The rockyard weedeated and sprayed.
- Compost also weedeated and sprayed.
- Mowed and weedeated Centennial Bridge north hillsides.
- New rope flag and hardware installed at the Centennial Bridge memorial.
- Painted trailer used to haul mowers.
- Keith and his crew have applied weed killer to zone 6 as part of the Clean Streets project.
- Keith has started organizing property card files in numerical order by block numbers.

OUTLOOK

- Maintain regular cemetery maintenance and funerals as they arise.
- Keith will monitor streets for additional spraying in zone 6, continue property card files, spot mow and weedeat where needed.

SANITATION CREW

- The Sanitation crew continues to take care of the city's solid waste day in and day out.
- Paul and Jessie and the International service technician continue with their struggles on the emissions system on truck #40 ... We have been informed that it is a verified software issue that Detroit has been working on for over a year now!

OUTLOOK

- The Sanitation crew continues to strive to provide the absolute best service every day-in and day-out!

RECYCLE CREW

- Reynaldo and Laurence continue to take care of the city's and the surrounding area's recyclables.
- We still operate our HHW RE-USE Facility on Friday's from 2:30 PM – 3:15 PM

OUTLOOK

- Continued success in the operation of our award winning Recycle center.

STREET CREW

- The Street department has completed the city-wide brush collection program for the month.
- Right of Way mowing has been completed.
- Crosswalks and stop bars painted as needed before the start of school.
- Sidewalks to the new playground along with the re-furbished one have been installed at the North Park along with some additional standing area sidewalk at the concession stand.
- Stumps from the April 29TH storm have been stumped and or removed via digging at South Park (minus one which has some hornets which we will remove in colder weather).
- Stumps, and trees at the golf course will be picked up at completion of cutting up as needed for hauling off.
- Work order tree removal list from pre-April 29TH storm has been completed with the assistance of Jason and Dewey from the electric department. All stumps created during this have also been stumped.
- MESO safety meeting attended by Street, Sanitation and Cemetery departments.
- Concrete pad for the soon to be re-furbished Elf Hut at South Park installed.
- Kiddie Cushion fiber/mulch was installed around both new playgrounds at South Park along with some timberline bordering.
- Start on Operation Clean Streets in zone 6.
- Street sweeper back in operation after some warranty work performed in Kansas City.

OUTLOOK

- Continue Operation Clean Streets in zone 6.
- Centerline striping on various main routes.
- Waterway work while it remains dry.
- Catch up with street sweeping.
- Brush pick-up, road patching, R.O.W. mowing.

