

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Public Comments

- A. Public Comments are Limited to 3 Minutes per Person

V. Regular Business

- A. Consent Agenda
 - i. Approval of Minutes from the April 9, 2026, City Council Meeting
 - ii. Approval of Minutes from the April 23, 2026, City Council Work Session
 - iii. Approval of Minutes from the May 5, 2026, Special Called City Council Meeting

VI. Recognition

- A. Acknowledgment of the Electric Department by MPUA

VII. Proclamations

- A. Reading of Proclamation: Recognizing Public Works Week (May 17–23, 2026)
- B. Reading of Proclamation: Recognizing the Monett Lions Club 80th Anniversary
- C. Reading of Proclamation: Daughters of the American Revolution – Flag Day & America 250 Commemoration
- D. Reading of Proclamation: Recognizing the 50th Year Anniversary of Schreiber Foods

VIII. Old Business

- A. Second Reading and Consideration for Approval of Ordinance No. 9149: An Ordinance of the City of Monett, Missouri Establishing a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials of Said City
- B. Second Reading and Consideration for Approval of Ordinance No. 9150: An Ordinance of the City of Monett, Missouri Amending Chapter 112, Open Meetings and Records Policy for the Purpose of Updating the Code to Reflect Changes in the Sunshine Law

IX. New Business

- A. First and Second Reading and Consideration for Approval of Bill No. 9156: An Ordinance of the City of Monett, Missouri Accepting the Bid and Authorizing the Execution of a Contract with Thomason Enterprises, Ins. for the Construction of the Cit of Monett North Substation Project
- B. First Reading and Consideration for Approval of Bill No. 9157: An Ordinance Creating a New

Overlay District by Adding Section 400.065, USE, Height and Area Regulations of the Monett Core Conservation District (MCCD), in Article III of Chapter 400-"B" Second Residential (Multiple Dwelling) District Zoning Regulations of the Code of the City of Monett, Missouri

- C. First Reading and Consideration for Approval of Bill No. 9158: An Ordinance for Approval of the Re-plat for the Dar-A-Con Minor Subdivision
- D. First Reading and Consideration for Approval of Bill No. 9159: An Ordinance of the City of Monett, Missouri Accepting the Donation of Approximately Three (3) Acres of Real Property Located in the North Portion of the City for the Construction and Operation of Fire Station #3; Authorizing the Mayor and City Administrator to Execute a Land Donation Agreement; and Setting an Effective Date
- E. Reading and Consideration for Approval of Resolution No. 9160: A Resolution Authorizing the City Council of Monett, Missouri to Conduct Limited Repairs on the City Hall Auditorium
- F. Reading and Consideration for Approval of Resolution No. 9161: A Resolution Authorizing the City Council of Monett, Missouri to Engage in an Intergovernmental Partnership Agreement for the Dispatching Services for Lawrence County
- G. Reading and Consideration for Approval of Resolution No. 9162: A Resolution Authorizing the City Council of Monett, Missouri Engagement in an Intergovernmental Partnership Agreement for the Formation of the Barry-Lawrence Economic Development Alliance
- H. Reading and Consideration for Approval of Resolution No. 9163: A Resolution Approving Appointment of Alternates to the Board of Adjustments to Ensure RSMo §89 Quorum Requirements

X. Informational Items

- A. City Administrator Report
- B. Monthly Financial Report
- C. Monthly Departmental Reports
- D. Next City Council Work Session: May 28, 2026 at 9:30 a.m. at Monett City Annex
- E. Next regular City Council meeting: June 11, 2026 at 6:00 p.m. at Monett City Annex

XI. Council Comments

XII. 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.

XIII. Adjournment

MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
April 21, 2026 6:00 p.m.

I. Call to Order

Mayor Randy Burke called the meeting to order at 6:00 p.m.

Present: Mayor Randy Burke; Commissioner Ken Gaspar; Commissioner Darren Indovina.
Absent: None.

III. Pledge of Allegiance

The Pledge of Allegiance was recited.

IV. Approval of Agenda

Commissioner Gaspar moved, Commissioner Indovina seconded, and the motion passed unanimously, with Mayor Burke, Commissioner Gaspar, and Commissioner Indovina all voting in favor.

V. Public Comments

No public comments were received.

VI. Consent Agenda

Commissioner Gaspar moved, Commissioner Indovina seconded, and the motion passed unanimously, with Mayor Burke, Commissioner Gaspar, and Commissioner Indovina all voting in favor.

VII. Old Business

Ordinance 9142 : 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 INTITATION OF THE PROCESS TO EXPLORE WHETHER MONETT SHOULD BECOME A CONSTIUTIONAL 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 2027 TO THE QUALIFIED VOTERS WITHIN THE CITY OF MONETT, BARRY AND LAWRENCE COUNTY, MISSOURI.

The City has reintroduced a charter-related ballot measure, placing both the charter question and a 13-member commission slate on the **April 6, 2027 ballot**. The extended timeline is intended to support public education, petition preparation, and candidate organization.

Petition work is planned to begin in **October**, though signatures may be collected earlier if voters remain registered through verification. Staff will add guidance to ensure signers understand registration requirements.

Public engagement will include **two September town halls**, followed by additional forums and hearings in the spring after commissioners are identified. The schedule is designed to improve outreach and avoid timing issues seen in other cities.

Commissioner Gaspar motion to approve asecond reading of Bill No. 9142 (title only). The

motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Indovina – aye, Commissioner Gaspar – aye. Motion passed.

Commissioner Gaspar moved to approve Bill No. 9142 (second reading and final passage). The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

C. Ordinance 9143 - AN ORDINANCE OF THE MONETT CITY COUNCIL CALLING FOR THE ELECTION IN THE CITY OF MONETT, MISSOURI, ON APRIL 6, 2027, PROVIDING FOR SUBMISSION OF THE QUESTION “SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER?”, AND IF PASSED, ELECT THIRTEEN (13) COMMISSIONERS FOR THE CHARTER COMMISSION, SETTING FORTH THE RULES AND TIMING OF FILING FOR THE ELECTION OF CHARTER COMMISSIONERS, DESIGNATING A TIME OF HOLDING SAID ELECTION, PRESCRIBING THE INFORMATION FROM THE BALLOT TO BE USED, AND AUTHORIZING THE CITY CLERK TO GIVE SUCH INFORMATION AND NOTICE OF SAID ELECTION TO THE COUNTY CLERKS OF BARRY AND LAWRENCE COUNTIES.

Commissioner Indovina moved to amend Bill No. 9143 to correct the election date to April 6, 2027. The motion was seconded by Commissioner Gaspar. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Amendment passed.

Public Comments: None.

Commission Comments: Recommended a landscape petition form with single-row signatures and larger fields; staff will circulate samples. Noted 68 signatures required per candidate.

Commissioner Gaspar moved to approve Bill No. 9143 as amended (second reading, and final passage). The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

VIII. New Business

A. Ordinance 9147: AN ORDINANCE APPROVING THE RE-ZONING OF 617 & 619 MAIN STREET

Commissioner Gaspar motion to approve a second reading of Bill No. 9147 (title only). The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

Commissioner Gaspar moved to approve Bill No. 9147 (second reading and final passage). The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

Request: Rezone from Industrial to Multi-Family Residential (Applicant: Mr. Kurima).

Recommendations: Planning & Zoning gave conditional approval pending a utility easement agreement; staff recommended denial due to utility conflicts, surrounding

industrial/commercial uses, and limited buildable area.

Discussion: The applicant is willing to sign easements, but no agreement is finalized. Council reviewed site constraints, zoning concerns (including spot zoning and precedent), and access issues. It was noted that development would likely require upgrades to meet current code, particularly for driveways and access.

Commissioner Indovina moved to postpone and refer the item to the Planning & Zoning Commission. The motion was seconded by Commissioner Gaspar. Roll call vote: Mayor Burke – aye, Commissioner Indovina – aye, Commissioner Gaspar – aye. Motion passed; item tabled.

B. Ordinance 9149 - An Ordinance of the City of Monett, Missouri Establishing a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials of Said City

Commissioner Gaspar moved to approve the first reading. The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

C. Ordinance 9150 - An Ordinance of the City of Monett, Missouri Amending Chapter 112, Open Meetings and Records Policy for the Purpose of Updating the Code to Reflect Changes in the Sunshine Law

Commissioner Indovina moved to approve the first reading. The motion was seconded by Commissioner Gaspar. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed.

The City Attorney Holly Dodge reviewed 2025 Sunshine Law updates affecting records policy, including cost estimates and pre-payment for large requests, pausing deadlines for clarification, new abandonment timelines, expanded privacy protections (including youth program data), updated rules for closing/opening records, and improved public notice posting requirements. A commissioner plans to propose revisions for Council review.

D. Resolution 9152 - A Resolution Authorizing the City Council of Monett, Missouri to Issue a Special Use Permit for the Campfire Classic Event

Commissioner Gaspar moved to approve Resolution No. 9152. The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed; resolution approved.

E. Resolution 9153 - A Resolution Authorizing the City Council of Monett, Missouri to Enter into a Donation Agreement for the Placement of a Dock at South Park Pond

Commissioner Indovina moved to approve Resolution No. 9153. The motion was seconded by Commissioner Gaspar. Roll call vote: Mayor Burke – aye, Commissioner Indovina – aye, Commissioner Gaspar – aye. Motion passed; resolution approved.

F. Resolution 9154 - A Resolution Authorizing the City Council of Monett, Missouri to Name City-Owned Property to Freedom Park for the Purpose of Downtown Greenspace

Commissioner Gaspar moved to amend the naming. The motion was seconded by Commissioner Indovina. Roll call vote: Mayor Burke – aye, Commissioner Indovina – aye, Commissioner Gaspar – aye. Amendment passed.

Commissioner Indovina moved to approve Resolution No. 9154 as amended. The motion was seconded by Commissioner Gaspar. Roll call vote: Mayor Burke – aye, Commissioner Gaspar – aye, Commissioner Indovina – aye. Motion passed; resolution approved as amended.

IX. Administrative Reports

The City Administrator reported on:

- Amazon facility turnover scheduled for April 24.
- MOSWIN Radios are currently being programmed in Ozark per Fire Chief.
- Updates on South Park playground and upcoming community events.
- Mayor and himself met with the interim Chamber Director.
- Economic development initiatives and equipment updates.
- Voluntary Staff Picnic at Ritchey Mill on May 2nd.
- Freedom Sile Roof update – June celebration
- Fire Department training update

X. Council Comments

Updates were provided regarding Animal Control hiring, vandalism investigations, and improvements to financial reporting systems.

XI. Closed Session

Commissioner Indovina moved and Commissioner Gaspar seconded a motion to enter Closed Session pursuant to §610.021, RSMo, subsections (1) legal matters, (2) real estate, and (3) personnel. The motion passed unanimously, with Mayor Burke, Commissioner Gaspar, and Commissioner Indovina voting in favor. Attendees included the City Administrator, City Clerk, Community Development Director, HR Director, and City Attorney.

XII. Adjournment

Return to Open Session

Council reconvened into open session at 8:56 p.m. All present.

Adjournment

Commission Gaspar moved to adjourn at 8:56 p.m. The motion was seconded by Commissioner Indovina. All in favor. Motion passed.

MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
April 23, 2026

I. Call to Order

The meeting of the Monett City Council was called to order.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

The agenda was presented for approval.

IV. Regular Business

A. Discussion: Art Committee Initiatives

City Administrator Mickey discussed the idea of forming an arts committee that would include representatives from various community organizations and entities, including MMS, the Chamber of Commerce, the Artist Guild, and Ark Walk, to coordinate murals, music, and arts-related activities throughout Monett.

Discussion included:

- Raymore, Missouri was referenced as a successful model for community arts initiatives.
- Interest in expanding music and arts programming in Monett, including Smoke and Sound in the fall.
- The Gillioz Auditorium and Artist Guild expressed interest in hosting events in the auditorium.
- Discussion regarding the possibility of the orchestra returning to the auditorium; however, concerns were raised regarding poor acoustics.
- Great Dave's Coffee and Carols event over Christmas was noted.
- Events at the Brier House and the new bookstore were discussed.
- Interest in displaying artwork from local artists and Monett High School students throughout the city.
- Amanda Lee, representing entertainment on the EDC, was recognized for her knowledge and involvement.
- The Freedom Silo is expected to open soon.

Repairs needed for the auditorium were discussed, including:

- Elevator repairs are estimated at approximately \$25,000.
- HVAC-related repairs.

- General cleaning and maintenance efforts, including volunteer assistance from Football Time and Larry Howard.

Discussion also included:

- The possibility of open container permits during special events such as Smoke and Sound.
- Requirements for confined areas, wristbands, trash receptacles, and restrictions on beverages leaving event boundaries.
- Questions regarding special event permits and alcohol service during concerts at the auditorium.
- Interest in concessions during events.

The City Administrator stated that a resolution establishing the arts committee, along with repair costs, would be brought before Council in May. Annual elevator inspections were also discussed.

B. Discussion: B-LEDA Member

The City Administrator provided an overview of B-LEDA (Barry-Lawrence Economic Development Alliance).

Key points included:

- The revitalization of OREP into a non-pay-to-play organization.
- Barry, Lawrence, and Dade Counties currently lack formal partnerships within the 10-county regional structure.
- Formation of a five-member group and development of bylaws in cooperation with Alan Conkle.
- Partnership agreement documents were included in the Council packet.

Additional discussion included:

- Participation by surrounding communities and counties.
- Aurora appointed Carrie as its representative.
- Cassville appointed Steve Blankenship.
- Mt. Vernon and Lawrence County had not yet appointed representatives.
- Monett must appoint a representative and determine participation.

Council discussed the appointment process and indicated a preference for the City Administrator to serve as Monett's representative. A resolution is expected at the May Council meeting.

C. Discussion: Commemorating the 250th Anniversary of the United States – Promoting the Freedom Silo and Freedom Park

The City Administrator discussed preparations for the upcoming 250th anniversary celebration of the United States.

Discussion included:

- Promotion of the Freedom Silo and Freedom Park.
- Installation of a monument at a location not requiring FEMA approval.
- A Flag Day celebration planned for June 14 at 2:00 p.m.
- Participation interest from the VFW, Chamber of Commerce, MMS, and American Legion.
- Coordination with Smoke and Sound and the downtown July 4th car show hosted by MMS.
- Recognition of Arlan during the event.
- Ongoing work with Brad Wommack on the monument project.

D. Discussion: Replat of the Dar-A-Con Minor Subdivision

Doug Potts discussed a request from Bruce Teeter for a replat to allow construction of a fourth storage building.

Mr. Potts reported:

- No zoning or easement issues exist.
- Planning and Zoning approved the request at its previous meeting.
- The request complies with all Planning and Zoning requirements.
- The proposal involves moving a lot line.

The item will be added to a future Council agenda.

E. Discussion: Draft of the Future Land Use Map

Doug Potts presented the draft Future Land Use Map developed as part of the Comprehensive Plan process.

Discussion included:

- The map outlines intended city growth and land use over the next 20 years.
- The draft was presented to the steering committee and at a public open house.
- Revisions may still be made before formal Council approval.
- The plan is intended to remain a living document.
- The steering committee believes growth is likely to continue eastward.
- Kevin was asked to address concerns from residents regarding annexation or land acquisition fears.

F. Discussion: Draft Version of the Monett Comprehensive Plan

Doug Potts reviewed the draft Comprehensive Plan.

Key discussion points:

- The document is approximately 147 pages long.
- Mr. Potts has identified several areas needing revision.
- Revisions will be presented to the steering committee on April 30 at the casino.
- Ken indicated he would provide comments despite being unable to attend.
- Additional revisions are expected, delaying approval beyond the May Council meeting.
- Tentative approval is anticipated in June or July.

G. Discussion: The Monett Core Conservation District

Doug Potts discussed the concept of establishing a Monett Core Conservation District.

Discussion included:

- The proposal would apply to currently B-zone areas.
- The district would preserve the character of core areas while allowing greater flexibility in development.
- Properties would transition to B-1 zoning standards.
- Changes would include lot sizes, height restrictions, and dwelling unit allowances.
- The proposal would maintain some development controls while increasing flexibility.

Additional discussion:

- Two parking spaces per dwelling unit were proposed.
- Ken suggested simplifying parking terminology.
- Legal review will be conducted to ensure no conflicts with city regulations.
- Questions were raised regarding adjacent B-3 zoning compatibility.
- Mr. Potts explained rezoning procedures and future requests for B-2 or B-3 classifications.

No action was taken.

H. Discussion: Updated Opportunity Zones Revision 2.0

Discussion was held regarding federal Opportunity Zones Revision 2.0.

Topics included:

- Nationwide revisions to Opportunity Zones.
- Use of census tract matrices for qualification.
- Potential federal and state funding and grant opportunities.
- Deadline of May 15 for census tract appeals.
- Difficulty associated with successful appeals.
- Significant changes from the original 1.0 Opportunity Zones program.

Additional discussion included:

- Desire to secure projects before the 1.0 sunset period in 2028 or 2029.
- Geographic limitations are tied to census tracts.
- Potential inclusion of MIDC and industrial park developments.
- Interest in transloading development opportunities.
- Discussion regarding Qualified Opportunity Funds (QOFs) and private investment incentives.
- Cooperation with Jason Ray and SMCOG regarding the appeal process.

No formal action was taken.

V. Council Comments

Discussion was held regarding Jefferson City matters.

VI. Informational Items

Doug Potts provided updates on several projects and grant opportunities, including:

- Pursuit of a CDBG demolition grant for public and private properties.
- FY26 budget allocation of \$40,000 for demolition projects.
- Potential demolition of 10 Broadway and Parcel 81 at Central/Dunn.
- Competitive nature of demolition grant funding.
- Assistance from SMCOG.

Additional updates included:

- Recreation project funding opportunities.
- Potential for USSSA state softball tournaments if turf improvements are completed.
- Estimated \$2 million needed for remaining field upgrades.
- South Park pickleball court discussions.
- LWCF grant opportunities.

Additional informational items:

- City Annex project closed approximately \$135,000 under budget.
- Schreiber Foods celebrated its 50th anniversary.
- Proclamation reading conducted.
- Attendance at Southwest Missouri Day in Jefferson City.
- Ribbon cutting at the playground and sod coordination with the YMCA.
- Freedom Silo expected to be completed within the week.
- MMS discussed a September date for the dog park opening.
- Citywide Cleanup updates.
- Monett Cares adopted the community garden.
- Appreciation expressed to the Police Department for providing water access.
- Discussion regarding correspondence from M. Randall and comments related to the CDBG program.

VII. Closed Session Notice

Council convened into closed session pursuant to Section 610.021, RSMo., Subsection (1), to discuss legal matters.

- Motion by Commissioner Indovina, second by Commissioner Gaspar at 11:09 a.m.
- Roll call vote: All in favor.
- Closed session was held at 11:12 a.m. with all members present.

VIII. Adjournment

- Council returned to open session at 11:21 a.m. with all members present.
- Motion to adjourn at 11:22 a.m. by Commissioner Indovina, seconded by Commissioner Gaspar. All in favor.

Kelley McMilla, City Clerk

MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
May 5, 2026

I. Call to Order

The meeting was called to order.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

The agenda was approved by unanimous vote.

IV. Regular Business

A. Reading and Consideration of Resolution No. 9155: A Resolution Determining the Intent of the City of Monett, Missouri to Reimburse Itself for Certain Capital Expenditures

The Utility Supervisor provided an overview of the substation project, noting that equipment, including a transformer, had been ordered over time, with the transformer purchased approximately two years ago. The total project cost is estimated at approximately \$3.6 million.

It was explained that when assembling the loan, the transformer purchase through MPUA required application within a 60-day window. Due to IRS regulations, the City was unable to include that portion in the loan after the 60-day period had passed. The transformer was paid for approximately 60 days ago.

The resolution would allow the City to reimburse itself using tax-exempt financing. The Council discussed options for financing the transformer and overall project.

The matter was identified as an emergency and required submission by 5:00 p.m. the same day.

Council Member Indovina made a motion to approve the resolution, seconded by Council Member Burke.

During discussion, Council Member Indovina inquired whether the financing would involve a new bond. Permission was granted for staff member Skip to step out of the meeting to seek clarification. Upon return, Skip confirmed that the City would be taking on debt but no edits to the resolution were necessary, as it simply states the City's intent to reimburse itself.

Vote: The resolution passed by a two-thirds majority vote.
Council Member Ken Caspar was absent.

V. Informational Items

A. Next Regular Meeting:

The next regular City Council meeting will be held on May 14, 2026, at 6:00 p.m. at the Monett City Annex.

VI. Adjournment

The meeting was adjourned at 3:09 p.m. by unanimous vote.

Respectfully submitted,
Kelley McMillan
City Clerk



National Public Works Week Proclamation

May 17–23, 2026

“Rooted in Service, Powered by Community”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities, as well as to public health, a high quality of life, and the well-being of the people of Monett; and,

WHEREAS, these infrastructure systems, facilities, and services could not be provided without the dedicated efforts of public works professionals—engineers, managers, and employees at all levels of government and in the private sector—who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential to our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children of Monett to gain knowledge of, and maintain an ongoing interest in and understanding of, the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week, sponsored by the American Public Works Association; now, therefore,

NOW, THEREFORE, BE IT RESOLVED, that I, Randy Burke, do hereby designate the week of May 17–23, 2026, as **National Public Works Week** in the City of Monett, Missouri. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals—engineers, managers, and employees—and to recognize the substantial contributions they make to protecting our national health and safety and advancing the quality of life for all.

BE IT FURTHER PROCLAIMED, that the citizens of Monett are encouraged to join in recognizing and celebrating Public Works professionals for their vital contributions to the community, and to observe Public Works Day on May 22, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monett, Missouri to be affixed this ____ day of _____, 2026.

Attest:

James R. Burke, Mayor

Kelley McMillan, City Clerk



PROCLAMATION

80th Anniversary of the Monett Lions Club

WHEREAS, the Monett Lions Club was officially chartered on April 23, 1946, and has proudly served the Monett community for eighty years; and

WHEREAS, Lions Clubs International is guided by its enduring motto, “We Serve,” a principle faithfully upheld by the members of the Monett Lions Club through decades of volunteerism and civic engagement; and

WHEREAS, the Monett Lions Club has demonstrated a steadfast commitment to improving the quality of life for residents by supporting eye care treatment and the prevention of blindness, providing hearing assistance and promoting the prevention of deafness, advancing diabetes awareness and support, encouraging youth development, and responding to a wide range of community needs; and

WHEREAS, the dedication and generosity of the Monett Lions Club members have made a meaningful and lasting impact on countless individuals and families throughout the Monett community; and

WHEREAS, the year 2026 marks the 80th anniversary of the Monett Lions Club, a milestone worthy of recognition and celebration for its decades of service and commitment to the betterment of others;

NOW, THEREFORE, BE IT PROCLAIMED, that I, James R. Burke, Mayor of the City of Monett, Missouri, do hereby recognize and celebrate the **80th Anniversary of the Monett Lions Club**, and extend sincere appreciation to its members—past and present—for their dedication, compassion, and outstanding service to the community.

BE IT FURTHER PROCLAIMED, that the citizens of Monett are encouraged to join in recognizing the Monett Lions Club for its contributions and to celebrate this significant milestone on May 30, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monett, Missouri to be affixed this ___ day of _____, 2026.

Attest:

Kelley McMillan, City Clerk

James R. Burke, Mayor



PROCLAMATION

FLAG DAY AND AMERICA 250 YEARS

WHEREAS, the Second Continental Congress adopted the American Flag on June 14, 1777, and the year 2026 marks nearly 250 years of “Old Glory” serving as a lasting symbol of freedom, unity, and national pride; and

WHEREAS, the year 2026 also commemorates the 250th anniversary of the signing of the Declaration of Independence, a defining moment in the history of the United States; and

WHEREAS, Congress designated June 14 of each year as Flag Day and requested that the President issue an annual proclamation designating the week in which June 14 occurs as National Flag Week; and

WHEREAS, the Alexander McNair Chapter of the National Society Daughters of the American Revolution is recognized for its continued efforts to honor Flag Day, National Flag Week, and our nation’s heritage, and will host a community ceremony on June 13, 2026, at Monett City Park South in recognition of America 250, featuring a commemorative marker, placement of 250 flags, a ceremonial flag retirement, participation by the Sons of the American Revolution Color Guard, and guest speakers; and

WHEREAS, this event builds upon the Chapter’s ongoing community contributions, including the planting of a dogwood tree in Monett City Park as a lasting symbol of patriotism and remembrance;

NOW, THEREFORE, I, James R. Burke, by the authority vested in me as Mayor of the City of Monett, Missouri, on behalf of the City Council and the citizens of Monett, do hereby proclaim June 14, 2026, as

FLAG DAY

and the week of June 14 through June 20, 2026, as

NATIONAL FLAG WEEK

in the City of Monett and encourage all citizens to proudly display the American Flag and participate in observances honoring our nation’s history and the sacrifices made to preserve our freedom.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monett, Missouri to be affixed this ____ day of _____, 2026.

Attest:

James R. Burke, Mayor

Kelley McMillan, City Clerk



PROCLAMATION

Recognizing the 50th Anniversary of Schreiber Foods in Monett, Missouri

WHEREAS, Schreiber Foods was founded in 1976 with a commitment to quality, innovation, and partnership in the dairy industry; and

WHEREAS, for fifty years, Schreiber Foods has grown into a global leader while maintaining strong roots in Monett, Missouri, contributing to the economic vitality and prosperity of the community; and

WHEREAS, Schreiber Foods has provided meaningful employment opportunities for generations of families, fostering a culture of integrity, teamwork, and excellence; and

WHEREAS, the company has demonstrated an ongoing commitment to community engagement through charitable contributions, volunteerism, and support of local initiatives that enhance the quality of life in Monett and surrounding areas; and

WHEREAS, Schreiber Foods has upheld a tradition of innovation and sustainability, ensuring continued growth and positive impact for future generations; and

WHEREAS, January 2026 marked a significant milestone as Schreiber Foods celebrated its 50th Anniversary, honoring its rich history and continued success; and

WHEREAS, this milestone was commemorated with a celebratory event held on April 21, 2026, bringing together employees, past and present, community members, and partners to recognize this remarkable achievement;

NOW, THEREFORE, BE IT PROCLAIMED I, James R. Burke, by the authority vested in me as Mayor of the City of Monett, Missouri, on behalf of the City Council and the citizens of Monett hereby recognize and celebrate Schreiber Foods for its 50 years of excellence and extend our sincere appreciation for its enduring contributions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this proclamation to be issued this ____ day of May, 2026.

Attest:

James R. Burke, Mayor

Kelley McMillan, City Clerk

**AN ORDINANCE OF THE CITY OF MONETT, MISSOURI
ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL
CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS
FOR CERTAIN OFFICIALS OF SAID CITY**

BE IT RESOLVED, by the City Council of the City of Monett, Missouri, as follows:

Section One: Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section Two: Conflicts of Interest. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his/her spouse, or his/her dependent children, whether singularly or collectively, directly or indirectly of: (1) ten percent of any business entity; (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section Three: Disclosure Reports. Each elected official, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, if any such

[Type here]

transactions occurred during the previous calendar year: **A.** For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision. **B.** The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars if any that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision. **C.** The chief administrative officer and the chief purchasing officer also, shall disclose by May 1, for the previous calendar year the following information:

- 1) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
- 2) The name and address of each sole proprietorship that he/she owed; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was partner or participant; the name and address of each partner or co- participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock limited partnership units or other equity interests;
- 3) The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section Four: Filing of Reports. **A.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

- 1) Every person is required to file a financial statement of interest statement, shall file the statement annually not later than May 1, and

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the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the city council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.

- 2) Each person appointed to office, shall file the statement within thirty days of such appointment or employment. Financial disclosure reports giving the financial information required in Section 3, shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section Five: Filing of Ordinance. A certified copy of this ordinance, adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section Six: Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

Adopted this ____ day of _____, 2026.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

[Type here]

In accordance with Section 105.485.4 RSMo. This conflict of interest ordinance is adopted every other year by September 15th. A certified copy of this ordinance is filed with the Missouri Ethics Commission within 10 days of adoption. The ordinance and its contents appear in the Municipal Code of the City of Monett, Missouri -Chapter 107 Conflicts of Interest.

AN ORDINANCE OF THE CITY OF MONETT, MISSOURI, AMENDING CHAPTER 112, OPEN MEETINGS AND RECORDS POLICY FOR THE PURPOSE OF UPDATING THE CODE TO REFLECT CHANGES IN THE SUNSHINE LAW.

WHEREAS, the City Council of the City of Monett, Missouri (City) desires to update its current Open Meetings and Records Policy by amending Chapter 112 to better reflect the current amendments to the Sunshine Law, Chapter 610 of the Revised Statutes of Missouri (Sunshine Law).

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

- Section 1: It is the intention of the City Council, at it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Municipal Code of the City of Monett, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

- Section 2: That Chapter 112 Open Meetings and Records Policy of the Municipal Code of the City of Monett, Missouri is hereby repealed in its entirety and amended to read as follows:

CHAPTER 112. PUBLIC RECORD REQUEST POLICY AND PROCEDURES

Section 112.010. Custodian Of Records Designated.

- A. The City Clerk is hereby designated as the Custodian of Records for the City of Monett. Such designation does not mean the City Clerk will necessarily have all of the records in his or her possession but simply is an indication to whom requests for copies of records and information regarding the City government shall be directed. Per the Missouri Sunshine Law, Chapter 610, RSMo., the Custodian of Records will respond to any records requests by either providing the requested records; informing the requester that the records sought are closed (and, if requested, with a citation of the provision for closure); or explaining the cause of the delay with an estimation of when the records will be provided. The response will be sent within three (3) business days of receipt of the request; the three-day time period does not begin until the Custodian of Records is in direct receipt of the request. For example, if the Custodian of Records is out of the office a request will not be considered received until he/she is back at work. Requests for records made to persons other than the Custodian of Records shall be directed to the Custodian of Records in a timely manner, so that a response may be made to the request. If the person receiving the request is out of the office but receives a records request (ex: via email), then the person shall direct the request for records to the Custodian of Records upon their return to the office.

- B. The Police Department of the City shall maintain records of all police-related records, the Chief of Police shall be the custodian of police records subject to oversight from the City Clerk. All incident reports and arrest reports shall be open records; however certain

information may need to be redacted from reports occasionally pursuant to Chapter 610, RSMo. Notwithstanding any other provision of the law, investigative reports of the Police Department are closed records until the investigation becomes inactive. If any person is arrested and not charged with an offense against the law within thirty (30) days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed.

Section 112.020. How Records are Requested.

Requesters are encouraged to submit requests for records in writing. Oral requests, if received by the City Clerk, shall be immediately recorded in written form to document the same. All requests for records, whether submitted by a requester in writing or orally, shall ultimately be documented, in writing, using the records request form prescribed by the City of Monett.

Section 112.030. Manner of Response Provided.

The requesting party shall indicate on the request the manner in which a response is desired. In the absence of instructions to the contrary, it will be assumed the requesting party wants to receive a response in the same form as the original request. Example: If someone mails a records request, it will be assumed a mailed response is required.

Section 112.040. Response Within 3 Business Days.

- A. The Custodian of Records shall respond to the request within three (3) business days of its receipt by said custodian. A "business day" is a day when City Hall is open for the conduct of City business during its normal business hours. While it is desirable that an entire transaction be completed within three (3) business days, there may be circumstances where clarification or explanation of the request is necessary, or where it may be necessary to provide only part of the requested information while additional searches are completed. If records contain open and closed information, closed information should be redacted.
- B. The Custodian of Records ensures that, within three (3) business days from receipt of the request, one (1) of the following occurs:
 - 1. The requester receives copies of the record, as requested, after fees paid.
 - 2. If the record has been destroyed pursuant to the City's records retention schedule, written notice of that fact is provided.
 - 3. If the City is unable to fulfill the request within the three (3) days, written notice of that fact and estimated date that the record will be available is provided.
 - 4. If the request is denied, upon request, written notice with citation to the specific statute or other legal authority making the record confidential is provided.
- C. Upon receipt of all responsive documents, the Custodian of Records determines what is closed. Any questionable documents should be provided to the City Attorney for review.

D. Copies of the request and response to same shall be kept by the Custodian of Records.

Section 112.050. Request for Searches.

- A. If the Custodian of Records responds to a request for public records in order to seek clarification of the request and no response to the request for clarification is received within ninety (90) days, or within one hundred fifty (150) days if the requested fees are greater than one thousand dollars, of sending the request for clarification, then such request for public records shall be considered withdrawn. The request for clarification shall include notice to the requester that if the requester fails to respond within ninety (90) days or within one hundred fifty (150) days if the request fees are greater than one thousand dollars, then the request shall be withdrawn.
- B. Except as otherwise provided by law, the City shall provide access to and, upon request, furnish copies of public records upon payment of the following fees:
1. Fees for copying public records, except those records restricted under Section 32.091, RSMo., shall not exceed ten cents (\$0.10) per page for a paper copy not larger than nine (9) inches by fourteen (14) inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the City. Copies of larger documents shall be charged at the actual cost to the City.
 2. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the City that result in the lowest amount of charges for search, research, and duplication time.
 3. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records.
 4. Documents may be furnished without charge or at a reduced charge when the City determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public government body and is not primarily in commercial interest of the requester.
 5. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices and for paper copies larger than nine (9) inches by fourteen (14) inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the

fees for compliance may include the actual cost of such programming. For copies that must be made elsewhere or using other equipment than available at City Hall, the actual charges imposed for making the copies (including any taxes imposed) will also be charged.

- C. Payment of such copying fees shall be requested prior to the making of copies.
- D. If a requester fails to pay the fee requested within 90 days of notice from the City, or 150 days if the cost of producing the records is estimated to exceed \$1000, then the request shall be considered withdrawn.
- E. If a request is withdrawn as provided in subsection C, above, and the requester or another person makes substantially the same request, then the person making that subsequent request shall be charged the fees incurred in collecting and copying records for the original request.

Section 112.070. Closed Records.

All records of the City which are permitted to be closed records by reason of the Sunshine Law, or by any other Missouri Statute or regulation shall be maintained as a closed record. No such closed record shall be released to any person who is not part of the City government except those that are reasonably necessary to prepare an audit report requested by the City and the City's Attorney is able to see such records as are reasonably necessary to represent the City. Requests that closed records be open to public inspection will be considered on a case-by-case basis by the City's City Council. The City Council, when in doubt about the legality of closing a particular meeting, record or vote, may bring suit at the expense of the City in the Circuit Court of Stone County to ascertain the propriety of any such action, or seek a formal opinion of the Attorney General or an attorney for the City.

Section 112.080. Public Notice Board.

The Custodian of Records shall establish a fixed place where all public notices and agendas will be posted. This should be in a place accessible to members of the public at all times. The notice board is located in front of the City Hall.

- Section 3: This Ordinance shall be in full force and effect from and after the date of its passage by the City Council and signature of the chairperson and attested to by the City Clerk.
- Section 4: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.
- Section 6: This ordinance shall be in full force and effect from and after ten days from the date of its passage by the Council.

Read, this first time on this _____ day of _____, 2026.

Read, this second time, passed, and truly agreed to by the City Council of the City of Monett, Missouri this _____ day of _____, 2026.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, THIS _____ DAY OF _____, 2026.

Randy 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: Council
From: Skip Schaller, PE
Date: 5/7/2026
Re: Recommendation for contractor for north substation.

GENERAL INFORMATION

The City's engineer for the new north substation, Toth Engineering, put out to bid for construction of the substation. This substation will be the first city owned substation in the city.

PROPOSAL

Attached is the bid tab for the construction of the substation.

RECOMMENDATION

Engineer's recommendation from the bid tab is to go with the low bid, Thomason Enterprises, Inc. for \$3,661,931.73. Staff has reviewed and concur with the engineer's recommendation to go with Thomason.

ATTACHMENTS

Bid tab and letter of acceptance



AN ORDINANCE OF THE CITY OF MONETT, MISSOURI, ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH THOMASON ENTERPRISES, INC. FOR THE CONSTRUCTION OF THE CITY OF MONETT NORTH SUBSTATION PROJECT.

WHEREAS, the City of Monett, Missouri (“City”), through its engineer, Toth Engineering, solicited bids for the construction of the City’s new North Substation Project; and

WHEREAS, proposals were received and opened at the Engineer’s office on Thursday, April 9, 2026; and

WHEREAS, updated bid results following proposal review were summarized in the bid tabulation provided to the City; and

WHEREAS, Toth Engineering has recommended acceptance of the lowest responsive and responsible bid submitted by Thomason Enterprises, Inc. in the amount of Three Million Six Hundred Sixty-One Thousand Nine Hundred Thirty-One Dollars and Seventy-Three Cents (\$3,661,931.73); and

WHEREAS, City staff has reviewed the bid tabulation and concurs with the recommendation of Toth Engineering; and

WHEREAS, the City Council of Monett, Missouri finds it to be in the best interest of the City to accept the proposal submitted by Thomason Enterprises, Inc. for the construction of the City’s first City-owned substation.

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

SECTION 1. The bid submitted by Thomason Enterprises, Inc. for the construction of the City of Monett North Substation Project in the amount of Three Million Six Hundred Sixty-One Thousand Nine Hundred Thirty-One Dollars and Seventy-Three Cents (\$3,661,931.73) is hereby accepted and approved.

SECTION 2. The Mayor, City Administrator, and such other City officials as may be necessary is hereby authorized and directed to execute, on behalf of the City, the contract and all related documents necessary to complete the North Substation Project with Thomason Enterprises, Inc., upon approval as to form by the City Attorney.

SECTION 3. The Mayor, City Administrator, and such other City officials as may be necessary are hereby authorized to take all actions and execute all necessary documents to carry out the intent of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

Ayes: _____

Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS ____ DAY OF _____ 2026.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

ACCEPTANCE

Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the foregoing Proposal of the Bidder, Thomason Enterprises, Inc., for the construction of the following:

North Substation: Primary Construction

for a total price of \$ 3,661,931.71 (*Three Million, Six Hundred Sixty-One Thousand, Nine Hundred Thirty-One and 71/100* dollars).

City of Monett
Owner

By _____
President

Secretary

_____, 20_____
Date of Contract



1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

May 4, 2026

Mr. Skip Schaller, P.E.
City of Monett
217 5th Street
Monett, MO 54708

Re: City of Monett
North Substation: Primary Construction, Recommendation

Dear Skip,

Proposals were received and opened at the Engineer's office on Thursday, April 9, 2026, for the contract referenced above. The results of the bid opening were previously provided. The updated bid results following proposal review are summarized on the enclosed bid summary.

We recommend that the City of Monett accept the proposal provided by Thomason Enterprises, Inc. at a price of **\$3,661,931.71**. A copy of that proposal is also enclosed for your reference.

If the City of Monett elects to accept the Thomason Enterprises, Inc. proposal, we have enclosed the documents necessary to execute the acceptance of the Thomason Enterprises, Inc. proposal. After your review of these documents, please forward the following materials to our office:

1. Four (4) executed copies of the enclosed page 20 "**Acceptance**".
2. Four (4) executed original copies of the board resolution, if applicable, authorizing the execution of this contract.

Please contact me if you have any comments or questions.

Sincerely,

A handwritten signature in blue ink that reads 'Zachary R. Marsden' followed by a stylized 'eb'.

Zachary R. Marsden, P.E.

ZRM/eb

C: Mr. David Forrest (via email)

City of Monett
Monett, Missouri

Primary Construction
(Labor and Material)

North Substation
MO-N.2602.PC

ISSUED FOR BID: March 2026

Bidder:

Thomason Enterprises, Inc.

P.O. Box 386

Clinton, MO 64735

Phone (660)885-3304



1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

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MO-N.2602.PC

North Substation:

Primary Construction

1	Itemized Proposal
2	RUS FORM 830 <i>(modified)</i>
3	Exhibit A: Insurance Requirements
4	Exhibit B: Addendums – Intentionally Blank
5	Exhibit C: List of Owner Furnished Materials
6	Exhibit D: Contract Forms
7	Exhibit E: Construction Specifications
8	Exhibit F: Drawings (provided under separate cover)
9	Exhibit G: Vicinity Map
10	Exhibit H: Geotech Report

Itemized Proposal

North Substation
MO-N.2602.PC
ITEMIZED PROPOSAL

Bidder: Thomason Enterprises, Inc.

ASSEMBLY UNIT	NAME + DESCRIPTION OF CONSTRUCTION ASSEMBLY UNIT	QTY	UNIT	UNIT PRICE				EXTENDED PRICE
				Labor	Owner-Furnished Material	Contractor-Furnished Material	Labor + Material	Labor + Material
New Construction Units								
1.0	Site Preparation: Clearing	1	lot	\$ 5,500.00		\$ -	\$ 5,500.00	\$ 5,500.00
1.1	Site Preparation: Erosion Control	1	lot	\$ 4,950.00		\$ 2,200.00	\$ 7,150.00	\$ 7,150.00
2.0	Site Grading	1	lot	\$ 10,720.00		\$ 43,780.00	\$ 54,500.00	\$ 54,500.00
3.0	Surfacing: Yard Area	1	lot	\$ 23,969.00		\$ 31,515.00	\$ 55,484.00	\$ 55,484.00
3.1	Surfacing: Drive Area	1	lot	\$ 2,750.00		\$ 1,100.00	\$ 3,850.00	\$ 3,850.00
4.0	Fencing: Station Chain-Link	680	lf	\$ 47.21		\$ 48.53	\$ 95.74	\$ 65,103.20
5.0	Foundations: Spread Footing or Slab	48	cy	\$ 993.21		\$ 797.78	\$ 1,790.99	\$ 85,967.52
5.1	Foundations: Drilled Pier	94	cy	\$ 1,011.74	\$ 18.24	\$ 814.75	\$ 1,844.73	\$ 173,404.62
7.0	Structures: Steel	1	lot	\$ 87,957.00	\$ 245,300.00	\$ -	\$ 333,257.00	\$ 333,257.00
8.0	Bus Work, Structure Grounding & Misc.	1	lot	\$ 128,358.90	\$ 10,144.00	\$ 89,431.20	\$ 227,934.10	\$ 227,934.10
9.0	Station Grounding	1	lot	\$ 59,571.51		\$ 67,887.66	\$ 127,459.17	\$ 127,459.17
10.0	Structure Mounted Equipment	1	lot	\$ 54,137.55	\$ 127,203.00	\$ -	\$ 181,340.55	\$ 181,340.55
11.0	Low Voltage Wiring	1	lot	\$ 130,657.60		\$ 100,655.50	\$ 231,313.10	\$ 231,313.10
12.0	Metering	1	lot	\$ 3,048.00	\$ 31,603.00	\$ 1,580.15	\$ 36,231.15	\$ 36,231.15
13.0	Station Power Transformer	1	ea	\$ 9,144.00	\$ 1,432,425.00	\$ 75,117.00	\$ 1,516,686.00	\$ 1,516,686.00
15.0	Distribution Breakers/Reclosers	3	ea	\$ 2,794.00	\$ 31,668.00	\$ 857.80	\$ 35,319.80	\$ 105,959.40
16.0	HV Breakers/Circuit Switchers	1	ea	\$ 3,556.00	\$ 108,295.00	\$ 5,744.75	\$ 117,595.75	\$ 117,595.75

North Substation
 MO-N.2602.PC
ITEMIZED PROPOSAL

Bidder: Thomason Enterprises, Inc.

17.0	Relay/Meter Panels	1	lot	\$ 3,048.00	\$ 63,520.00	\$ 3,176.00	\$ 69,744.00	\$ 69,744.00
18.0	Control Building	1	ea	\$ -	\$ 178,939.00	\$ 8,946.95	\$ 187,885.95	\$ 187,885.95
19.0	SCADA	1	lot	\$ 7,366.00		\$ 22,550.00	\$ 29,916.00	\$ 29,916.00
20.0	Primary Underground Cable and Conduit	1	lot	\$ 21,285.20		\$ 18,865.00	\$ 40,150.20	\$ 40,150.20
23.0	Seeding	1	lot	\$ 2,750.00		\$ 2,750.00	\$ 5,500.00	\$ 5,500.00
PROPOSAL TOTAL								\$ 3,661,931.71

Bidder Signature/Date: *Daniel P. Gibson* / 4/8/26

RUS Form 830
(modified)

U.S. Department of Agriculture
Rural Utilities Service

ELECTRIC SYSTEM CONSTRUCTION CONTRACT
PROJECT CONSTRUCTION

NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of _____ City of Monett _____, RUS designation _____ N/A _____, (hereinafter called the "Owner") will be received by the Owner on or before _____ 1:00 _____ o'clock P. M., _____ Thursday, April 2 _____, 20 26 _____, at its office at _____ 217 5th Street, Monett Missouri 65708 _____ at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.**
2. **Owner Furnished Materials.** *The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.*
3. **Obtaining Documents.** *The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer _____ Toth and _____ Associates, Inc. _____ at the latter's office at _____ 1550 E. Republic Road, Springfield, MO 65804 _____ upon payment of \$ _____ \$0.00 _____, which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer.*
4. **Manner of Submitting Proposals.** *Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.*
5. **Due Diligence.** *Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).*
- ~~6. **Proposals will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.**~~

7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the Engineer in the Proposal.
8. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder ~~and such acceptance has been approved by the Administrator~~, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
9. **Contractor's Bond.** For a Contract in excess of \$20,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.
10. **Failure to Furnish Contractor's Bond.** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required).
11. **Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.
12. **Contract is Entire Agreement.** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.
13. **Minor Irregularities.** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

14. Bid Rejection. *The Owner reserves the right to reject any or all Proposals.*

The City of Monett will evaluate each bid to determine which is the lowest and best. The City of Monett reserves the right to waive informalities and to accept or reject all or part of the bid, and to accept an offer deemed most beneficial to the City.

Technical superiority, as well as price, and other pre-established criteria will be considered the lowest and best proposal. Price will be a factor in the award decision, although the award may not necessarily be made to the proposal with the lowest price.

Proposals will be evaluated by the City of Monett based on:

Price, References, Experience, and Financial Stability.

15. Discrepancy in Unit Prices. *Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor" "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price - Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part ____" line for each respective part.*

16. Definition of Terms. *The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI Section 1, of the Proposal.*

17. The Owner Represents:

- a. *If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.*
- b. *All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.*
- c. *All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.*
- d. *Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:*

Missouri Department of Transportation

- e. *All funds necessary for prompt payment for the construction of the project will be available.*

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.

City of Monett

Owner

By _____ Mr. Skip Schaller

Utilities Superintendent

Title

March , 20 26

Date

PROPOSAL

TO:

City of Monett

217 5th Street, Monett, Missouri (hereinafter called the "Owner").

ARTICLE I--GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install undersigned such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only such "fully accepted," "conditionally accepted," and "technically accepted" materials and equipment which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers," including revisions adopted prior to the Bid Opening. The use of "conditionally accepted" or "technically accepted" materials and equipment requires prior consent by the Owner or Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth therein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of

construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Bidder accepts, materials in excess thereof the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will be furnished to the Bidder as necessary during progress of work.

Upon delivery, the Bidder shall promptly receive, unload, transport, and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 5. Description of Contract. The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:

See Table of Contents for list of documents incorporated herein by reference.

Section 6. Due Diligence. The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.

Section 7. License. The Bidder warrants that a Contractor's License is , is not required, and if required, it possesses Contractor's License No. _____ for the State of _____ in which the project is located and said license expires on _____, 20 ____.

Section 8. Warranty of Good Faith. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding the same work.

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this proposal.*

ARTICLE II--CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of approval of the contract by the Administrator, if approval of the Administrator is required, and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than 10 calendar days after date of approval of the contract by the Administrator, if approval of the Administrator is required. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans,*

Specifications and Construction Drawings within 220 calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.*
- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Owner ~~Engineer~~.*
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- d. *The Owner, acting through the Engineer with the approval of the Administrator, if approval of the Administrator is required, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder and approved by the Administrator, if approval by the Administrator is required, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

- a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such a change shall be agreed upon in writing by the Bidder and*

the Owner and approved by the Administrator, if approval by the Administrator is required, prior to the commencement of work in connection with such a change.

- b. For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. The cost of materials shall be determined by the invoices.*
- b. The cost of labor shall be the reasonable cost thereof, but in no event shall it exceed the amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*

Section 6. Supervision and Inspection.

- a. The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner ~~and the Administrator~~ and the Bidder shall furnish all information required by the Owner ~~or by the Administrator~~ concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner ~~and the Administrator~~ for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final ~~inspection~~ ^{review} is made and, if requested by the*

review
Owner, when any other inspection is made. The performance of such inspections or tests by the reviews
Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in
accordance with the requirements of this contract.

- d. In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.

Owner may direct

- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer* may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: *Owner
Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

Section 7. Defective Materials and Workmanship.

- a. The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by verified

the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of the project. Upon completion by the Bidder of the construction of the project, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner and the Administrator, if the approval of the Administrator is required, of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.

- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists.*
- c. Notwithstanding the provisions of Section 1a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the project upon:
 - (1) completion of construction of such Section as certified by the Engineer and approved by the Owner and Administrator, if approval by the Administrator is required;*
 - (2) submission to the Owner and the Administrator, if submission to the Administrator is required, of the releases of lien and the certificate referred to in Section 2 of this Article;*
 - (3) approval by the Owner and the Administrator, if approval by the Administrator is required, of the inventory in respect of such Section; and*
 - (4) submission to the Owner and the Administrator, if submission to the Administrator is required, of the consent in writing by the Surety or Sureties, if any, on the Contractor's Bond to payment in full for such Section prior to Completion of the project.**

If no sections are designated in Article II Section 1.c, the term "Section" shall mean for purposes of this subsection c and Article IV Section 3.b only, a part of the project as designated by the Owner which represents at least twenty-five per cent (25%) of the contract price, and which is capable of being energized and operated by the Owner.

- d. Interest at the rate of six+3/4 percent¹ (6.75 %) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If, for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection d shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.*
- e. Interest at the rate of six+3/4 percent² (6.75 %) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on*

¹ The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

² See Footnote 1.

all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.

- f. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- g. The Owner ~~and the Administrator~~ shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

Section 2. Release of Liens and Certificate of Contractor. *Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project of such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.*

Section 3. Payments to Material Suppliers and Subcontractors. *The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.*

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*

- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not cause by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by construction of the project.*

The right-of-way for purposes of this said section shall consist of an area extending n/a feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonable required by the Bidder for access to the route of the project lines from public roads to carry on construction activities.

- g. *The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.*
- (i) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.*
- (ii) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.*
- (iii) *Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.*
- h. *Any and all excess earth, rock debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.*

- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- j. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
- k. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.
- l. The Bidder will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.

Section 2. Insurance. *The Bidder shall take out and maintain throughout the period of the Agreement the following types and minimum amounts of insurance as specified in Exhibit A.*

- ~~a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.~~
- ~~b. Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.~~
- ~~c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.~~

~~The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.~~

~~The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.~~

~~The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.~~

Section 3. Delivery of Possession and Control to Owner.

- a. *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.*
- b. *Where the construction of a Section as herein before defined in Article II, Section 1.c and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected* and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*

*inventoried

Section 4. Energizing the Project.

- a. *Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.*
- b. *The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.*

Section 5. Assignment of Guarantees. *All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.*

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against*

third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

Section 2. Liquidated Damages. *The time of the Completion of Construction of the project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Bidder the sum of Five Hundred dollars (\$ 500) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.*

Section 3. Cumulative Remedies. *Every right or remedy herein conferred upon or reserved to the Owner or the Government ~~or the Administrator~~ shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the Project within the time herein agreed upon.*

ARTICLE VI--MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is now authorized by law to perform.*
- b. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- c. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof (2) the inventory referred to in Article III, Section 1 hereof and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner and the Administrator, if approval by the Administrator is required, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.*

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that*

applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 23) Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S. C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

It has , does not have X, 100 or more employees, and if it has, that it has , has not X, furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of the Contract, the Bidder agrees as follows:

(1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- (2) *The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
 - (3) *The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
 - (4) *The Bidder will comply with all provision of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
 - (5) *The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
 - (6) *In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
 - (7) *The Bidder will include this Equal Opportunity Clause in every subcontractor purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. *Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking*

fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

- Section 7. Franchises and Rights-of-Way.** *The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.*
- Section 8. Nonassignment of Contract.** *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*
- Section 9. Successors and Assigns.** *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. ~~The Owner and Bidder acknowledge that this Contract is assigned to the Government acting through the Administrator, for security purposes under the Owner's mortgage and security instrument.~~*
- Section 10. Independent Contractor.** *The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.*

Section 11. Approval by the Administrator: This contract does , does not X, require approval of the Administrator. No acceptance of a Proposal for a contract upon which approval of the Administrator is required shall become effective until the contract has been approved by the Administrator; provided that no obligation shall arise hereunder unless such approval is given within one-hundred twenty (120) days after the date set for the opening of the proposals. The acceptance of a Proposal for a contract upon which approval of the Administrator is not required shall become effective the date of acceptance by the Owner.

Section 12. OSHA Safety Information Transfer Requirement. Pursuant to 29 CFR § 1910.269(a)(3), host employer will provide to contract employer, information required by 29 CFR § 1910.269(a)(3)(i) contained in the **OSHA INFORMATION TRANSFER ADDENDUM** to be provided to contract employer prior to the commencement of the contract employer's work. Pursuant to 29 CFR § 1910.269(a)(3)(ii)(B), prior to the commencement of any work, contract employer shall notify host employer of any unique hazardous conditions presented by contract employer's work. Contract employer shall further notify host employer within two (2) working days of discovering any unanticipated hazardous conditions found while contract employer's employees are performing work. Host Employer (Owner) and Contract Employer (Bidder) acknowledge that they must coordinate their work rules and procedures such that each employee is protected as required by 29 CFR § 1910.269.

Section 13. Acknowledgement of Document Review. This Bidder certifies that he has read this document in its entirety. The Bidder further certifies that 1) he has reviewed and understands the Insurance Requirements in Exhibit A; 2) he has reviewed and understands the Specifications and Drawings (Exhibits A to H); and 3) he understands that these instructions, conditions, and requirements plus those documents named in the Table of Contents and incorporated herein by reference amend and add to the Plans and Specifications.

ATTEST

Daniel P. Gibson
Secretary

Dated 4/3/26

Thomason Enterprises, Inc.

Clint X. Ham
Bidder
President

PO Box 386

Clinton, MO 64735

Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the foregoing Proposal of the Bidder, _____, for the construction of the following:

for a total price of \$ _____ (_____ dollars).

Secretary

Owner
By _____
President

_____, 20_____
Date of Contract

Exhibit A:
Insurance Requirements

EXHIBIT A:

INSURANCE REQUIREMENTS

1. *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*
 - a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
 - b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
 - c. *Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, leased or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
 - d. *Builders' Risk and/or Installation Floater with limits not less than the total contracted value of the project. The completed value of the project shall provide for Contractor's labor, equipment, materials (including Owner Furnished Materials), and fixtures to be installed, in-transit, or stored off-site during the performance of this Contract. The policy shall include as loss payee the Owner, the Engineer, the Contractor and its subcontractors as their interest may appear.*
 - e. *Each subcontractor shall have as a minimum the same amounts of insurance shown in parts "a", "b" and "c" above unless otherwise approved by the Owner. Each subcontractor may also be required to provide the Builders' Risk and/or Installation Floater described in part "d" if the Owner or Engineer deems it necessary. All insurance shall be paid for by each subcontractor prior to beginning any work on this project.*
2. *The cost of all insurance for this project shall be covered in the Bidder's proposal price.*
3. *Evidence of all insurance must be provided to the Engineer prior to construction Commencement Date. The Owner and Engineer shall be supplied a copy of the "Certificate of Insurance" from each subcontractor prior to any work performed by the subcontractor.*
4. *Insurance shall be placed with companies with a minimum Best's rating of at least A:VII and a Standard and Poors Rating (if rated) of at least BBB.*
5. *The Owner or Engineer shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.*
6. *The Owner and Engineer shall be named as Additional Insured on all policies of insurance required in subsections "b", "c" and "d" of this Section. The Bidder shall be the Named Insured.*
7. *The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner and Engineer a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner and Engineer of any cancellation or material change in the insurance.*

INSURANCE SUMMARY (*)					
Project Name:		North Substation: Primary Construction			
Named Insured:		Bidder			
Project Owner:		City of Monett			
Project Engineer:		Toth and Associates, Inc.			
					Additional Insured
	item	type	limit	Owner	Engineer
The cost of the following policies shall be covered in the Bidder's proposal price:					
	1.a.	Workers' Comp + Employers' Liability	**	no	no
	1.b.	Public Liability	\$ 1,000,000/ \$ 2,000,000	yes	yes
	1.c.	Auto Liability	\$ 1,000,000	yes	yes
	1.d.	Builders' Risk Installation Floater	Completed value of project	yes	yes
**	as required by Contractor employer/employee's governing state.				
(*) THIS SUMMARY CHECKLIST IS PROVIDED AS AN AID IN DETERMINING THE INSURANCE REQUIREMENTS DEFINED. USE OF THIS CHART DOES NOT RELIEVE THE CONTRACTOR AND/OR INSURER FROM REVIEW, UNDERSTANDING, AND COMPLIANCE WITH ALL OF THE INSURANCE REQUIREMENTS CONTAINED HEREIN.					
SUBMIT INSURANCE TO:		TOTH & ASSOCIATES, INC. 1550 E. Republic Road SPRINGFIELD, MO 65804			

Exhibit B:
Addendums – Intentionally Blank

Exhibit C:
List of Owner Furnished Materials

Exhibit C:
List of Owner Furnished Materials
 North Substation
 MO-N.2602.PC

Item No. (1)	Description	Location (2)	Estimated Delivery	Qty.	Unit Value	Extended Value
5-	Anchor Bolts and Templates	Site	5/13/2026	1	\$ 1,715.00	\$ 1,715.00 *
7-	Steel Structures	Site	7/22/2026	1	\$ 245,300.00	\$ 245,300.00 *
8-1, 8-2, 8-3	Insulators	Site	TBD	1	\$ 10,144.00	\$ 10,144.00 *
10-1, 10-2, 10-3	Switches	Site	10/23/2026	1	\$ 112,145.00	\$ 112,145.00 *
10-10, 10-10a	Cutout and Fuses	Site	7/24/2026	1	\$ 215.00	\$ 215.00 *
10-9, 10-12a, 10- 12b, 10-13	Arresters	Site	7/24/2026	1	\$ 14,843.00	\$ 14,843.00 *
12-1	69 kV Potential Transformers	Site	11/25/2026	3	\$ 9,970.00	\$ 29,910.00 *
12-2	15 kV Potential Transformers	Site	11/25/2026	1	\$ 1,693.00	\$ 1,693.00 *
13-1	69-12.47/7.2 kV Power Transformer	Site	On-Site	1	\$ 1,432,425.00	\$ 1,432,425.00 *
15-1	15 kV Reclosers	Site	TBD	3	\$ 31,668.00	\$ 95,004.00 *
16-1	69 kV Circuit Breaker	Site	On-Site	1	\$ 108,295.00	\$ 108,295.00 *
17-	Relay Panels	Site	TBD	1	\$ 63,520.00	\$ 63,520.00 *
18-1	Control Building	Site	8/12/2026	1	\$ 178,939.00	\$ 178,939.00 *
					TOTAL	\$ 2,294,148.00

*Estimated

(1) Item No. corresponds with item designation in the list of materials in construction drawings. Under Article I, Section 3, the value of these materials will be deducted from payments to the Bidder for completed Construction Assembly Units.

(2) Location: Site = See Exhibit G - North Substation - Vicinity Map

Exhibit D:

Contract Forms

**EXHIBIT D:
CONTRACT FORMS**

Agency/Form No.	Form Title/Description
RUS Form 168b	Contractor's Bond
RUS Form 187	Certificate of Completion – Contract Construction
RUS Form 213	Certificate of Compliance (REA 1938)
RUS Form 224	Waiver and Release of Lien
RUS Form 231	Certificate of Contractor
RUS Form 307	Bid Bond
OSHA	OSHA Information Transfer Addendum
	Certificate Regarding Debarment
	Lobbying Certification
TOTH	Contractor's Request for Information Form
TOTH	Electronic Signatures Acknowledgment Form
MO Division of Labor	Annual Wage Order 32
MO Division of Labor	Affidavit of Compliance with the Prevailing Wage Law
MO Division of Labor	Work Authorization Affidavit of Compliance
MO Division of Labor	OSHA Safety Program Affidavit of Compliance

U.S. Department of Agriculture
Rural Utilities Service

CONTRACTOR'S BOND

1. Know all persons that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto _____ City of Monett (hereinafter called the "Owner") and unto the United States of America (hereinafter called the "Government") and unto all persons, firms and corporations who or which may furnish materials for or perform labor on a Rural Utilities Service project known as _____ North Substation: Primary Construction and to their successors and assigns, in the penal sum of _____ dollars (\$ _____), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns jointly and severally by these presents. Said project is described in a certain construction contract (hereinafter called the "Construction Contract") between the Owner and the Principal, dated _____, 20 _____, pursuant and subject to a certain loan contract (hereinafter called the "Loan Contract") between the Owner and the Government, acting through the Administrator of the Rural Utilities Service (hereinafter called the "Administrator").
2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments thereto, whether such amendments are for additions; decreases, or changes in materials, their quantity, kind or price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made with or without notice to the Surety, and shall fully indemnify and save harmless the Owner and the Government from all costs and damages which they, or either of them, shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay the Owner and the Government for all outlay and expense which they, or either of them shall incur in making good any such failure of performance on the part of the Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use in the construction of the project contemplated in the Construction Contract and any amendments thereto, in respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such labor or materials furnished but not so used, to the extent of the quantities estimated in the Construction Contract and any amendments thereto to be required for the construction of the project, and shall well and truly reimburse the Owner and the Government, as their respective interests may appear, for any excess in cost of construction of said project over the cost of such construction as provided in the Construction Contract and any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.
3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in this bond, and whether referring to this bond, the Construction Contract or the Loan Contract shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any character whatsoever.
4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract, or in the terms, provisions, covenants and conditions of the Loan Contract (including, without limitation, the granting by the Administrator to the Owner of any extension of time for the performance of the obligations of

the Owner under the Loan Contract or the granting by the Administrator or the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Administrator or the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under either the Construction Contract or the Loan Contract, or the taking of any action, proceeding or step by the Administrator or the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principal (Seal)

ATTEST:

By _____

Secretary

Surety (Seal)

ATTEST:

By _____

Secretary

Address of Surety's Home Office

By _____
Resident Agent of Surety

Signatures: The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF COMPLETION – CONTRACT CONSTRUCTION

I, the undersigned Architect or Engineer of the following Rural Utilities Service project, do hereby certify that:

1. The construction provided for pursuant to Construction Contract No. MO-N.2602.PC
dated _____, 20____, including all approved amendments, between
City of Monett, RUS designation N/A (“Owner”)
and _____ (“Contractor”)
has been completed as of _____, 20____, and is in compliance with the
provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all
modifications thereof.
2. Payment in full has been made to all persons who have furnished labor for the Project.
3. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and
subcontractors furnishing services or materials which were employed by the Contractor in the performance of
the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.
4. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary
of all units of construction in the project and of all work performed in accordance with the Construction
Contract.
5. If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show
the accurate location, number, and kind of all units of construction of the project and show all work performed
in accordance with the Construction Contract.
6. All defects in workmanship and materials reported during the period of construction of the project have been
corrected.
7. The total cost of the project as completed is _____
_____ dollars and _____ cents (\$_____).

Dated this _____ day of _____, 20____.

Toth and Associates, Inc.
Name of Architect or Engineer

By _____
_____ Title

_____ Date

CERTIFICATE OF COMPLETION

CONTRACT CONSTRUCTION

(continued)

We, the undersigned Owner and Contractor, do hereby certify that:

- 1. The Project has been completed in accordance with the provisions of the Construction Contract, dated _____, 20____, provided, however, that acceptance of the project by the Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or, materials discovered within one year after the date of completion.*
- 2. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the Project and of work performed in accordance with the Construction Contract.*

Date

Date

*City of Monett
Owner*

By _____

Title

Name of Contractor

By _____

Title

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE

With respect to compliance with the second paragraph of the Rural Electrification Act of 1938, being Title IV of the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution No. 122, 75th Congress, approved June 21, 1938).

Rural Utilities Service Project _____ North Substation: Primary Construction _____.

The undersigned, being, the _____ Contractor _____,¹

in a certain contract No. MO-N.2602.PC dated _____, _____, between the undersigned

and _____ City of Monett _____,²

does hereby certify that in the performance of the said contract there have been used or furnished no unmanufactured articles, materials or supplies which have not been mined or produced in the United States³ or in any eligible country and no manufactured articles, materials or supplies which have not been manufactured in the United States or in any eligible country substantially all from articles, materials or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country, except to the extent that compliance with the second paragraph of the Rural Electrification Act of 1938, being Title IV of the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution No. 122, 75th Congress, approved June 21, 1938) has been waived by the Administrator of the Rural Utilities Service. For purposes of this certificate, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative.⁴

By _____

Date _____, 20 _____

¹ Insert "Contractor," "Subcontractor," "Seller," Or "Material Supplier," as the case may be.

² Insert the name of the RUS Borrower.

³ United States means United States, its territories and possessions.

⁴ A current list of eligible countries may be obtained by contacting RUS.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn.: Director, PDRA, 1400 Independence Ave., S.W., STOP 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1899), Office of Management and Budget DC 20503.

U.S. Department of Agriculture
Rural Utilities Service

WAIVER AND RELEASE OF LIEN

WHEREAS the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER, OR SUBCONTRACTOR

has furnished to _____ the following:
NAME OF CONTRACTOR

_____ for
KIND OF MATERIAL AND SERVICES FURNISHED

use in the construction of a project belonging to _____
City of Monett
NAME OF BORROWER

and designated by the Rural Utilities Service as _____
N/A
RUS DESIGNATION

NOW, THEREFORE, the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER, OR SUBCONTRACTOR

for and in consideration of \$ _____ and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of

said _____ for said project.
NAME OF CONTRACTOR

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20 _____.

Name of Manufacturer, Material Supplier, or Subcontractor

By _____
President

This Waiver and Release of Lien must be signed with the full name of the Manufacturer, Material Supplier, or Subcontractor. If the Manufacturer, Material Supplier, or Subcontractor is a partnership, this Waiver and Release of Lien must be signed in the partnership name by a partner. If the Manufacturer, Material Supplier, or Subcontractor is a corporation, this Waiver and Release of Lien must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn: Director, PDRA, 1400 Independence Ave, S.W., STOP 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1800), Office of Management and Budget DC 20503.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF CONTRACTOR

_____ certifies that he/she is the
 _____ of _____,
TITLE NAME OF CONTRACTOR
 the Contractor, in a Construction Contract No. _____ MO-N.2602.PC _____,
 dated _____, 20 _____, entered into between the Contractor and
 _____, RUS designation _____ N/A _____,
City of Monett NAME OF RUS BORROWER

the Owner, and that he or she is authorized to and does make this certification on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, material suppliers, and subcontractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL OR SERVICES
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturers, material suppliers, and subcontractors have been furnished the Owner.

_____ Date By _____ President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

OSHA INFORMATION TRANSFER ADDENDUM

A. Existing Characteristics and Conditions: Characteristics of host employer’s installation related to safety of work to be performed, provided from existing records or other source:

i. **Nominal voltages of lines and equipment:** Attached: Described below:
69 kV Transmission, 12.47 kV Distribution.

ii. **Maximum switching-transient voltages:** Attached: Described below:
72.5 kV/15.5 kV.

iii. **Presence of hazardous induced voltages:** Attached: Described below:
N/A

iv. **Presence of protective grounds/equipment grounding conductors:** Attached: Described below:
Unknown.

v. **Locations of circuits and equipment, supply lines, communication lines, and fire-protective signaling circuits:** Attached: Described below:

Existing distribution lines to the north of the area of construction. Contractor to make one-call prior to construction.

B. Additional Characteristics and Conditions: Conditions related to safety of work to be performed by contract employer, if known to host employer, and without worksite inspection:

vi. **Condition of protective grounds and equipment grounding conductors:** Attached: Described below:
Unknown.

vii. **Condition of poles:** Attached: Described below:
Unknown.

viii. **Environmental conditions relating to safety:** Attached: Described below:
N/A

ANY ADDITIONAL existing characteristics or conditions relating to the safety of Contract Employer’s Work: Not applicable: Attached: Described: N/A

C. Design and Operation: Information about design and operation of host employer’s installation required by contract employer to make an assessment under 1910.269, provided from host employer’s existing records or other source: Attached: Described below:
N/A

D. Other Requested Information: Information about design or operation of host employer’s installation that is known to host employer, requested by contract employer and related to protection of contract employer’s employees, provided from host employer’s existing records or other source, without host employer’s worksite inspection: Attached: Described below:
N/A

All attachments to this Addendum, including any specified document(s), report(s) or other materials identified above, are incorporated by reference and are part of this completed Addendum. The above information is provided pursuant to 29 CFR 1910.269(a)(3) based on host employer’s exercise of reasonable diligence, but is not a comprehensive summary of all safety information or potential hazards. Contract employer is solely responsible for obtaining all applicable safety information other than this Addendum.

Exhibit to: North Substation: Primary Construction **Issued for Bid:** March 2026

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn.: Director, PDRA, 1400 Independence Ave., S.W., STOP, 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1800), Office of Management and Budget DC 20503.

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. *KNOW ALL PERSONS that we,* Thomason Enterprises, Inc.
P.O. Box 386, Clinton, MO 64735 *as Principal, and*
Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116,
as Surety, are held and firmly bound unto City of Monett, Missouri
217 5th Street, Monett, MO 65708 *(hereafter called the "Owner")*
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to exceed Ten Percent of Amount Bid _____ *dollars (\$* 10% *), as*
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;

2. *WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*
project known as North Substation: Primary Construction, Contract #MO-N.2602.PC.

3. *NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the*
Principal, and

- a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid, or*
- b. in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ 9th _____ *day of* _____ April _____ 2026 _____

Thomason Enterprises, Inc. _____ *(Seal)*
Principal

By Clint A Lam
President Clint A Lam
Title

ATTEST:

Samuel P. Wilson
Secretary

Liberty Mutual Insurance Company
Surety

By Sandra Burnett
Attorney-in-Fact
Title

ATTEST:

Bobbi Gellhaus
Secretary ~~*Secretary*~~ *Witness*





POWER OF ATTORNEY

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

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

Principal Name: Thomason Enterprises, Inc.
Obligee Name: City of Monett, Missouri
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of April, 2026.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of April, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.


LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

<u>Thomason Enterprises, Inc.</u> Organization Name	<u>City of Monett North Substation: Primary Construction</u> PR/Award or Project Name
<u>President Clint A. Lam</u> Name and Title	
<u></u> Signature	<u>4/3/2026</u> Date

Contractor's Request for Information (RFI) Form

Technical questions regarding this solicitation should be submitted no later than 5:00 pm local time on March 26, 2026, utilizing this RFI Form. Email completed RFI forms in Microsoft Word format to Mr. Zachary Marsden at zmarsden@tothassociates.com or submit by fax to (417) 888-0657. RFIs not submitted in compliance with these instructions may not be acknowledged. Please use a separate form for each inquiry.

Project: North Substation: Primary Construction

Owner: City of Monett

Bid Due Date: 4/2/2026

RFI # (To be Assigned by Toth): _____

TO BE COMPLETED BY CONTRACTOR

Information Requested (include drawing number or specification page number, if applicable):	
Submitted By:	Date:

TO BE COMPLETED BY TOTH & ASSOCIATES

Response:	
Response By:	Date:

Electronic Signature Acknowledgment Form

Project Name: North Substation: Primary Construction

Project Number: MO-N.2602.PC

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

An audit trail with details of the electronic signatures will be provided to the signing parties.

Electronic signatures may be used on RUS Form 224, Waiver and Release of Lien, if the Contractor requires the Manufacturer, Material Supplier, or Subcontractor to sign this form and provides a copy with valid digital signatures to the Owner and Engineer. Per RUS Form 224, if the Manufacturer, Material Supplier, or Subcontractor is a corporation the form must also contain the corporate seal; which may be affixed electronically.

City of Monett
Owner

By _____

Title

Date

Thomason Enterprises, Inc.
Name of Contractor

By Clint A. Jam

President
Title

4/3/2026
Date



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, Clint A. Lam, upon being duly sworn upon my oath state that: (1) I am the
(Name)
President of B&L Electric, Inc. / Thomason Enterprises; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on Monett North Substation;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. 32 Section 005 issued by the Missouri Division of Labor Standards and applicable to this project located in Barry County County, Missouri, and completed on the 10th day of March, 2025.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Clint A. Lam
Signature

Subscribed and sworn to me this 30 day of April, 2026.
My commission expires 4-3, 2027.

Brenda Ford
Notary Public

BRENDA S. FORD
Notary Public - Notary Seal
STATE OF MISSOURI
Henry County
My Commission Expires: Apr. 03, 2027
Commission #15389764

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

AN ORDINANCE CREATING A NEW OVERLAY DISTRICT BY ADDING SECTION 400.065, USE, HEIGHT AND AREA REGULATIONS OF THE MONETT CORE CONSERVATION DISTRICT (MCCD), IN ARTICLE III OF CHAPTER 400 – “B” SECOND RESIDENTIAL (MULTIPLE DWELLING) DISTRICT ZONING REGULATIONS OF THE CODE OF THE CITY OF MONETT, MISSOURI

WHEREAS, a historically single-family residential area predominantly zoned “B” Second Residential (Multiple Dwelling) in the core of the City of Monett would benefit from the creation of a Monett Core Conservation District (“MCCD”) by adding a new Section 400.065 to Article III of Chapter 400, Zoning Regulations; and

WHEREAS, the MCCD zoning overlay district will allow and further encourage the low-density multi-family uses within its boundaries while preserving the existing character of the single-family neighborhoods located near the historic downtown area and the Cleveland Street corridor and includes an area of long-established neighborhoods dating to the City’s founding; and

WHEREAS, the purpose of this Ordinance is to adopt a tiered zoning framework establishing a maximum density for multi-family residential uses which are zoned District "B" – Second Residential District within an area bounded by Sycamore Street and Honeysuckle Lane (North), Eisenhower Street (West), U.S. Highway 60 (South), and 13th Street / Kyler Street (East) while still allowing for opportunities for medium and high density uses where appropriate; and

WHEREAS, to accomplish this, the MCCD is comprised of a tiered multi-family zoning framework with B-1 (Low Density), B-2 (Medium Density) and B-3 (High Density) subdistricts and at the time of adoption, all property within the overlay district shall be zoned B-1 (Low Density) and property owners may request B-2 or B-3 zoning through the zoning map amendment process in Section 400.210, and

WHEREAS, all property within the MCCD zoned B-1 (Low Density) allows only two-family (duplex) dwellings at densities up to 7 dwelling units per acre and will minimize lot consolidations within the MCCD for the purpose of constructing new multi-family structures exceeding this density ratio; and

WHEREAS, there are many existing homes and vacant lots in these areas that do not meet present-day dimensional standards, resulting in hardships when owners seek to rebuild or develop, and that the lot frontage standards set forth in the Legacy Lot Overlay (LLO) set forth in Article III-C Section 400.77 Height and Area Regulations shall apply within the MCCD; and

WHEREAS, the MCCD overlay district provides flexibility for the use, repair, and reconstruction of existing residential lots while maintaining compatibility with surrounding development, stabilization of property values, and preserving the character of the neighborhoods; and

WHEREAS, pursuant to Section 89.020 of the Revised Statutes of Missouri and for the purpose of promoting health, safety, morals or the general welfare of the community, the City Council is empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the preservation of features of historical significance, and the location and use of buildings, structures and land for trade, industry, residence or other purpose; and

WHEREAS, pursuant to Section 89.040 of the Missouri Revised Statutes, the City Council is empowered to enact such regulations in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, pursuant to Section 89.040 of the Missouri Revised Statutes such regulations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the values of buildings and encouraging the most appropriate use of land throughout such municipality; and

WHEREAS, the Zoning Regulations for the Monett require a Public Hearing before the Planning Commission before consideration of recommendations to the City Council for or against amendments to the Zoning Code; and

WHEREAS, the Zoning Regulations for Monett require an advertisement for the Public Hearing at least fifteen (15) days before the Zoning and Planning Commission Public Hearing for the approval of amendment to the Zoning Code; and

WHEREAS, the City did advertise for the Public Hearing at least fifteen (15) days before the Zoning and Planning Commission Public Hearing for the approval of amendment to the Zoning Code; and

WHEREAS, the Public Hearing was held before the Monett Zoning and Planning Commission on April 16, 2026 at 6:00 PM at the Monett City Annex located at 100 South Maple in Monett; and

WHEREAS, after publication of the hearing and the consideration of the discussions in the public hearing and discussions of the Zoning and Planning Commission, the Zoning and Planning Commission determined that this amendment to the Monett City Code is reasonable and necessary; and

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

Section 1. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Monett City Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2. That Section 400.065 – Monett Core Conservation District “MCCD” Overlay be added to Article III of Chapter 400, and is hereby amended to read by adding as follows:

Section 400.065 – Monett Core Conservation District “MCCD”

A. **Purpose and Intent:** This Ordinance is to adopt a tiered zoning framework through the use of a zoning overlay district to establish a maximum density for multi-family residential uses which are zoned District "B" – Second Residential District within an area bounded by Sycamore Street and Honeysuckle Lane (north), Eisenhower Street (west), U.S. Highway 60 (south), and 13th Street / Kyler Street (east).

The zoning overlay district, to be known as the Monett Core Conservation District (MCCD), will allow and further encourage the low-density multi-family uses within its boundaries while preserving the existing character of the single-family neighborhoods located near the historic downtown area and the Cleveland Street corridor.

The MCCD includes an area of long-established neighborhoods dating to City’s founding. Comprised of 929 acres, approximately 407 acres (44%) within the MCCD are zoned “District B – Second Residential District.” The majority of District B parcels in the overlay area are between 40 and 50 feet wide with residential structures placed 15-25 feet (25% of the lot depth) from the property line and with minimum side yard setbacks of 7 to 10 feet.

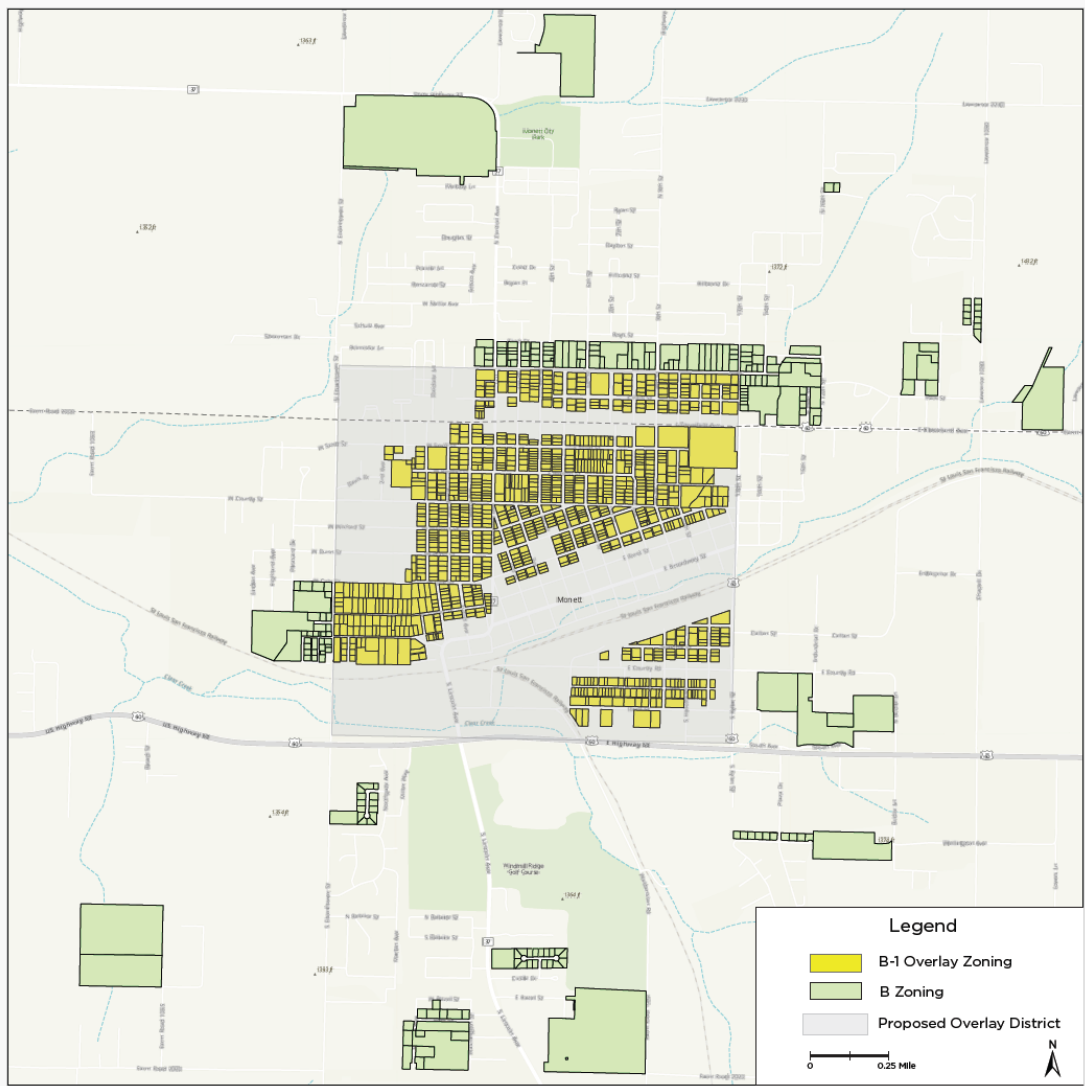
The low-density multi-family housing within the MCCD supports the transition from commercial uses in the downtown and along the Cleveland Street corridor to residential uses while addressing vehicular and stormwater management infrastructure impacts.

The MCCD overlay district shall only apply to properties zoned District B – Second Residential District within its boundaries. Consistent with this, all property within the MCCD shall be zoned B – Low Density to allow and support two-family (duplex) dwellings at densities up to 7 dwelling units per acre. This will minimize lot consolidations within the MCCD for the purpose of constructing new multi-family structures exceeding this density ratio.

Greater residential densities are supported outside the MCCD in the standard District "B" – Second Residential District. Within the MCCD, higher densities may be allowed by the B-2 (Medium-Density Multiple Dwelling District) and the B-3 (High-Density Multiple Dwelling District) as provided through the zoning map amendment process in Section 400.210. Amendments, Modifications, Etc., of Chapter or District Boundaries.

B. Historic Monett Urban Conservation District Boundary Description and Map

- A. The MCCD shall apply to all lots currently zoned District "B", within the boundaries of the following streets: Sycamore Street and Honeysuckle Lane (North), Eisenhower and South Eisenhower Street (West), U.S. Highway 60 (South), and 13th Street and Kyler Street (East).



C. MCCD Multi-Family Zoning Tier Structure

The purpose of the Monett Core Conservation District is to encourage low density multi-family uses within its boundaries while still allowing for opportunities for medium and high density uses where appropriate. To accomplish this, the MCCD is comprised of a tiered multi-family zoning framework with B-1 (Low Density), B-2 (Medium-Density) and B-3 (High-Density) subdistricts. At the time of adoption, all property within the overlay district is zoned B-1. Property owners may request B-2 or B-3 zoning through the zoning map amendment process in Section 400.210. Amendments, Modifications, Etc., of Chapter or District Boundaries.

D. B-1 Low Density Zoning District

- a. Purpose. The B-1 District is intended for low-density multifamily development at a ratio of 7 dwelling units per acre. This district

permits housing types such as single-family detached and two-family attached (duplex) structures. It serves as a transition between single-family zones and higher-density residential or commercial areas. This mix of housing options maintains building scale through height and bulk controls and is consistent with what has been the traditional character of the neighborhoods within the MCCD for decades.

- b. Upon the date of adoption of this ordinance, all property within the MCCD shall be classified as “B-1 Low Density.”
- c. Permitted Uses. The following uses are permitted by right in the B-1 District:
 - c. All uses permitted in District A (One-Family Residential) as defined in Section 400.040.
 - b. Two-Family Dwellings (Duplexes). A building containing two dwelling units, arranged in a side-by-side manner consistent with the MCCD maximum height regulations.
- d. Accessory uses and structures. Accessory uses and structures incidental to the principal residential use including but not limited to detached garages, carports, storage sheds, home occupation offices, swimming pools, and recreation facilities for residents as subject to the accessory use regulations of Section 400.
- e. Lot Size and Building Standards. The B-1 District is subject to the following standards and limitations:
 - a. Setback, Area, and Height Regulations.

Residential Use	Area	Setbacks				Height
		Lot Frontage (Min)	Front From Property Line	Side From Property Line	Rear From Property Line	
Single Family Detached	5,600 square feet	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	20 feet. See Subsection 6 Dimensional Requirements
Two-Family	3,111 square feet per dwelling unit (Equivalent to 7	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	20 feet. See Subsection 6 Dimensional Requirements

	dwelling units per acre)					
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- b. Maximum number of principal structures per lot: In B-1, not more than one principal building shall be located per parcel or lot of record. Each lot must have frontage on a public street. No private drives or access easements to lots without the required street frontage shall be allowed.

- f. Dimensional Requirements. Development in B-1 must comply with the following:
 - i. Maximum Building Height: 20 feet. Structures in B-1 are intended to be low-rise and consistent in height with existing conditions within the MCCD. Height is measured from average grade to the peak of the roof (or to the deck line of a mansard or the top of a flat roof parapet).
 - ii. Lot Coverage: Maximum lot coverage by all buildings shall not exceed 40% of the lot area. Any accessory structures with a roof or any portion of the principal structure over which a roof is placed shall be included in the lot coverage calculation. The remaining 60% of the lot must remain landscaped or used for driveways/parking areas.

- g. Off-Street Parking Requirements. Off-street parking in B-1 shall be provided in accordance with Chapter 400.190 (Off-Street Parking) of the Code, and meet the following minimum standards:
 - i. Residential Parking: Two (2) parking spaces per dwelling unit for single-family and two-family dwellings. All parking spaces shall be located on the same lot as the dwelling(s) they serve. Parking may be in garages, carports, or on paved driveways or parking pads. On-street parking shall not count toward meeting this minimum requirement.
 - ii. Driveway and Layout: For one- and two-family dwellings, the driveway leading to a garage may count towards the required spaces if it is of adequate length (minimum 20 feet of driveway length from the front property line the building foundation to count as a space).

E. B-2 Medium-Density Zoning District.

1. Purpose. The B-2 District is established to accommodate medium-density multifamily housing. It permits apartments and townhouse developments

while establishing standards to ensure such development is compatible within the MCCD. The B-2 zone is generally appropriate for sites near collector or arterial roads, around commercial centers, or as buffers between high-intensity zones and lower-density residential areas.

2. Permitted Uses. The following uses are permitted in B-2 within the MCCD:
 - a. All uses permitted in B-1 meeting the requirements of this section.
 - b. Apartments, condominiums, townhouses, and similar attached single-family housing developments or other buildings containing multiple dwelling units meeting the requirements of this section.
3. Accessory uses and structures. Accessory uses and structures incidental to the principal residential use including but not limited to detached garages, carports, storage sheds, home occupation offices, swimming pools, and recreation facilities for residents as subject to the accessory use regulations of Section 400.
4. Lot Size and Building Standards. The B-2 District is subject to the following standards and limitations:
 - a. Setback, Area, and Height Regulations.

Residential Use	Area	Setbacks			Height	
		Lot Frontage (Min)	Front From Property Line	Side From Property Line		Rear From Property Line
Single Family Detached Structures	6,000 square feet	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	35 feet. See Subsection 8 Dimensional Requirements
Two-Family Structures	3,000 square feet per dwelling unit	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	35 feet. See Subsection 8 Dimensional Requirements
3 or more Dwelling Unit Structures	4,356 square feet per dwelling unit (Equivalent to 10	90 feet for corner lots. 80 feet for mid-block lots. See	See Subsection 7 Dimensional Requirements	See Subsection 7 Dimensional Requirements	See Subsection 7 Dimensional Requirements	See Subsection 7 Dimensional Requirements

	dwelling units per acre)	Subsection 6				
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- b. No private drives or access easements to serve a B-2 zone lot shall be allowed.
 - c. Within the B-2 district, a ratio of 10 dwelling units per acre shall apply to lots containing or intended to contain 3 or more dwelling units. For these, a minimum of 4,356 square feet of lot area per dwelling unit is required to meet this ratio.
5. Density Standards. The B-2 District is subject to the following density standards:
- i. Density. A maximum of ten (10) dwelling units per acre are allowed in the B-2 zoning district.
 - ii. Not more than one principal building shall be located per parcel or a lot of record in the B-2 district.
 - iii. Each lot must have frontage on a public street. No private drives or access easements to lots without the required street frontage shall be allowed.
 - iv. Minimum Lot Area: 6,000 square feet for any new lot created in B-2 intended for a detached single-family home or a two-family (duplex) structure. For lots intended for multi-family structures containing 3 or more dwelling units, each dwelling unit shall contain a minimum of 4,356 square feet of lot area.
6. Lot Frontage and Width:
- a. Each lot must have frontage on a public street. No private drives or access easements shall be allowed.
 - b. Minimum lot width of 80 feet at the front building line for any new B-2 lot. Corner lots should have at least 90 feet of frontage along the primary street to allow adequate side yard on the secondary street.
7. Dimensional Requirements. Development in B-2 for structures containing 3 or more dwelling units must comply with the following bulk and setback standards:
- i. Front Yard: Minimum 25-foot front setback from the front property line to any principal structure. For corner lots, the shortest street-adjacent lot dimension shall be designated the “front yard” for setback purposes; the other frontage shall adhere to the side yard requirement below.
 - ii. Side Yards: Minimum 7-foot side yard on each side of the lot for a building with a height of 20 feet or less. For buildings

- exceeding 20 feet in height, a minimum 10-foot side yard on each side is required. On corner lots, the side yard adjacent to the street shall be a minimum of 15 feet from the property line to provide adequate vision clearance.
- iii. Rear Yard: Minimum 20-foot rear setback from the rear property line to any principal building. Accessory structures may be located in the rear yard but must be set back at least 5 feet from the rear lot line and not encroach into any easements.
 - iv. Maximum Building Height: Height is measured from average grade to the peak of the roof (or to the deck line of a mansard or the top of a flat roof parapet).
 - v. Lot Coverage: Maximum lot coverage by all buildings shall not exceed 40% of the lot area. At least 60% of the lot must remain as yard/open area, whether landscaped or used for driveways/parking.
8. Off-Street Parking Requirements. Off-street parking in B-2 shall be provided in accordance with Chapter 400.190 (Off-Street Parking) of the Code, and meet the following minimum standards:
- a. Residential Parking: Two (2) parking spaces per dwelling unit. All parking spaces shall be located on the same lot as the dwelling(s) they serve. Parking may be in garages, carports, or on paved driveways or parking pads.
 - b. Driveway and Layout: For units with attached garages and driveways intended to serve only the individual dwelling units, the driveway leading to a garage may count towards the required spaces if it is of adequate length (minimum 20 feet of driveway length from the front property line the building foundation to count as a space).

F. B-3 High Density Zoning District.

1. Purpose. The B-3 District is established to accommodate highly concentrated multiple-family residential development. This district provides for more intense land usage in areas where lower-density development is deemed neither appropriate nor economical. It is further intended for this district to provide apartment type dwellings in mid-rise structures for those persons desiring to live in such an environment. Allowing densities of up to 15 dwelling units per acre, this district may be applied to areas best suited for such intense residential usage, especially near intersections of arterial or collector streets and around commercial centers. It permits apartments and

townhouse developments while establishing standards to ensure such development is compatible within the MCCD.

2. Permitted Uses. The following uses are permitted in B-3 within the MCCD:

a. All uses permitted in B-2 meeting the requirements of this section.

3. Accessory uses. Uses incidental to multifamily residential developments, including but not limited to leasing offices, clubhouses or community buildings for residents, laundromats, fitness facilities and swimming pools for residents, garages and carports, swimming pools, and maintenance buildings as subject to the accessory use regulations of Section 400.

4. Lot Size and Building Standards. The B-3 District is subject to the following standards and limitations:

a. Setback, Area, and Height Regulations.

Residential Use	Area	Setbacks				Height
		Lot Frontage (Min)	Front From Property Line	Side From Property Line	Rear From Property Line	
Single Family Detached Structures	6,000 square feet	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	35 feet
Two-Family Structures	3,000 square feet per dwelling unit	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	Same as District A (See section 400.050)	35 feet
3 or more Dwelling Unit Structures	2,904 square feet per dwelling unit (Equivalent to 15 dwelling units per acre)	100 feet. See Subsection 6	See Subsection 8 Dimensional Requirements	See Subsection 8 Dimensional Requirements	See Subsection 8 Dimensional Requirements	45 feet. See Subsection 8 Dimensional Requirements

- b. Within the B-3 district, a ratio of 15 dwelling units per acre shall apply to lots containing or intended to contain 3 or more dwelling units. For these, a minimum of 2,904 square feet of lot area is required to meet this ratio.
- c. To promote a cohesive development appearance and efficient use of parking areas, the B-3 district allows for multiple principal structures on the same lot. Each lot must have frontage and access to a public street.

5. Density Standards. The B-3 District is subject to the following density standards and limitations:

- i. Density. A maximum of fifteen (15) dwelling units per acre are allowed in the B-3 zoning district.
- ii. Minimum Lot Area: 6,000 square feet for any new lot created in B-3 intended for a detached single-family home or a two-family (duplex) structure. For lots intended for

multi-family structures containing 3 or more dwelling units, each dwelling unit shall contain a minimum of 2,904 square feet of lot area.

6. Lot Frontage: Minimum lot width of 100 feet at the front building line for any B-3 lot.

7. Number of principal use structures per lot: Lots within B-3 may contain more than one (1) principal structure.

8. Dimensional Requirements. Development in B-3 for structures containing 3 or more dwelling units must comply with the following bulk and setback standards:

1. Front Yard: Minimum 40-foot front setback. If a B-3 development containing 3 or more dwelling units fronts on a state highway or major arterial where a larger right-of-way or future widening is a concern, the City may require a greater ~~deeper~~ front setback as a condition of rezoning to align with thoroughfare plans.
2. Side Yards: Minimum 10-foot side setback on each side for buildings up to two stories in height. For any building or portion of a building that exceeds 35 feet in height, the side setback shall be at least 15 feet on each side. Corner lot street side yards shall be a minimum of 20 feet from the property line along all street frontages.
3. Rear Yard: Minimum 20-foot rear setback. Lots containing or intended to contain 3 or more dwelling units directly abutting a single-family residential district (District A or MD), the adjacent rear yard shall be 25 feet to allow for screening.
4. Maximum Building Height: 45 feet for structures containing 3 or more Dwelling units. 35 feet for single family detached and two-family structures.
5. Maximum Lot Coverage: At least 50% of the lot must remain as any combination of yard, open space, or passive or active recreational space to serve residents comprised of pervious surfaces. On-site stormwater detention shall not count toward the yard, open space, or recreational space requirements. Paved parking,

sidewalks, trash enclosure areas and other surfaces impervious to stormwater shall meet stormwater detention requirements but are not included in either building coverage or yard/ open space / recreational space percentages. Areas for landscaping or screening may be included toward yard/ open space / recreational space requirements.

G. Off-Street Parking Requirements.

1. For single family detached and two-family structures, off-street parking in B-3 shall be provided in accordance with Chapter 400.190 (Off-Street Parking). For structures with 3 dwelling units or more, the following shall apply:
 - i. For multi-family units limited to housing for the elderly: Two (2) spaces per dwelling unit;
 - ii. For all other 3+ multifamily structures:
 1. Two (2) spaces for a one (1) bedroom unit;
 2. One and one-half (1 1/2) spaces per bedroom for two (2) bedroom unit; and
 3. One (1) space per bedroom for three (3) or more bedrooms in a multi-family dwelling.
2. **Location and Design:** Off-street parking should be located in either the side or rear yards. No parking shall be allowed in the required front yard setback, except for driveways that provide access. Parking lots with more than 10 spaces shall include interior landscaping per city landscape standards and shall be screened from view of adjacent lower-density residential properties by a fence or vegetative buffer.
3. **Garages:** If individual garages (attached or detached) are provided for units, each garage space counts toward the parking requirement. However, the overall site must meet standards of this subsection.

Section 3. Severability: If any provision of this ordinance is found to be invalid, the remaining provisions shall remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and after the 10th day after its passage by the City Council.

Section 4. That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 6. That the City Clerk is authorized by this Ordinance to correct any scrivener’s errors identified with in this Ordinance.

Whereupon a roll call vote was taken:

Ayes: _____

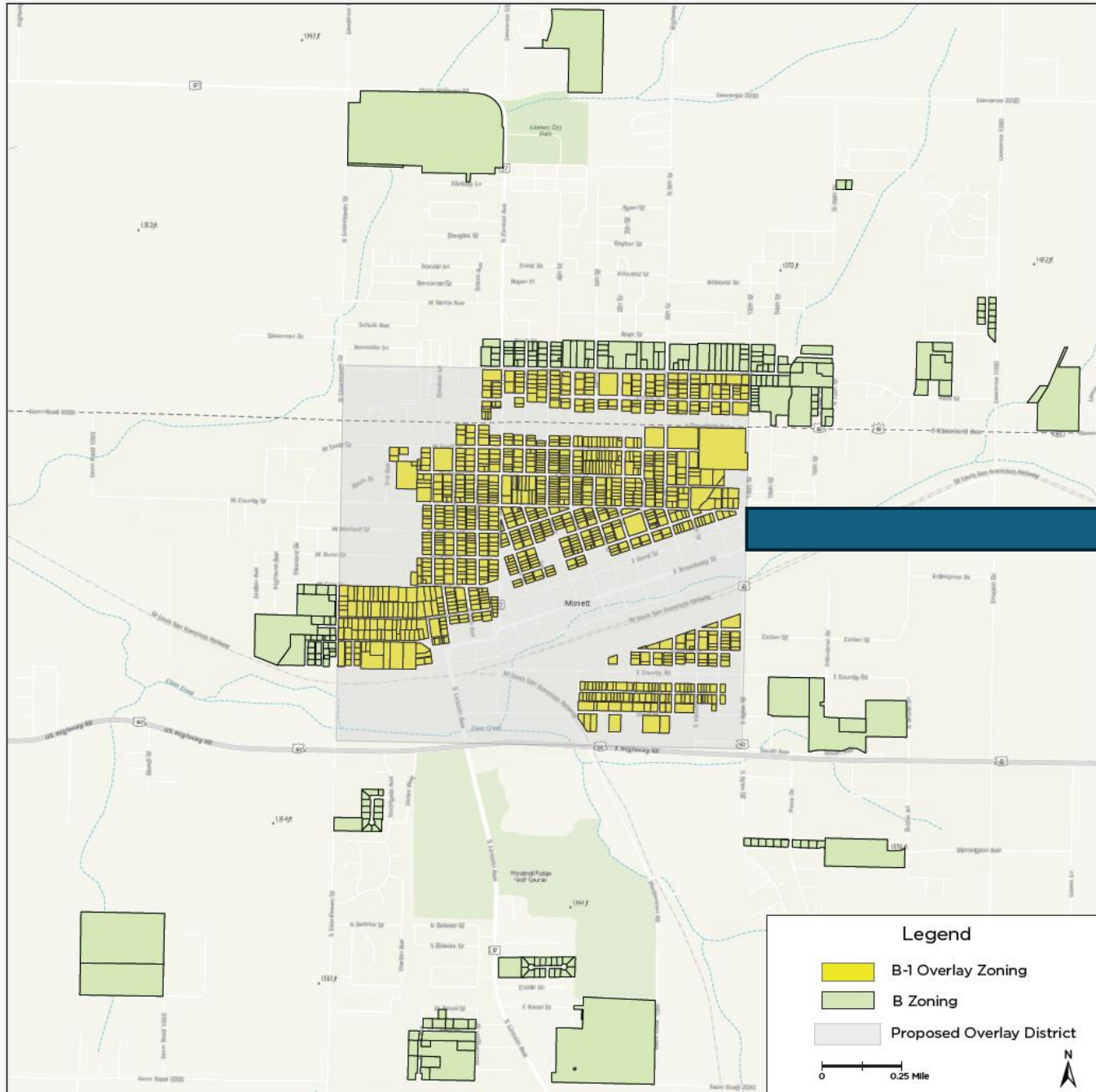
Nays: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, THIS XX DAY OF XXXXXXXX, 2026.

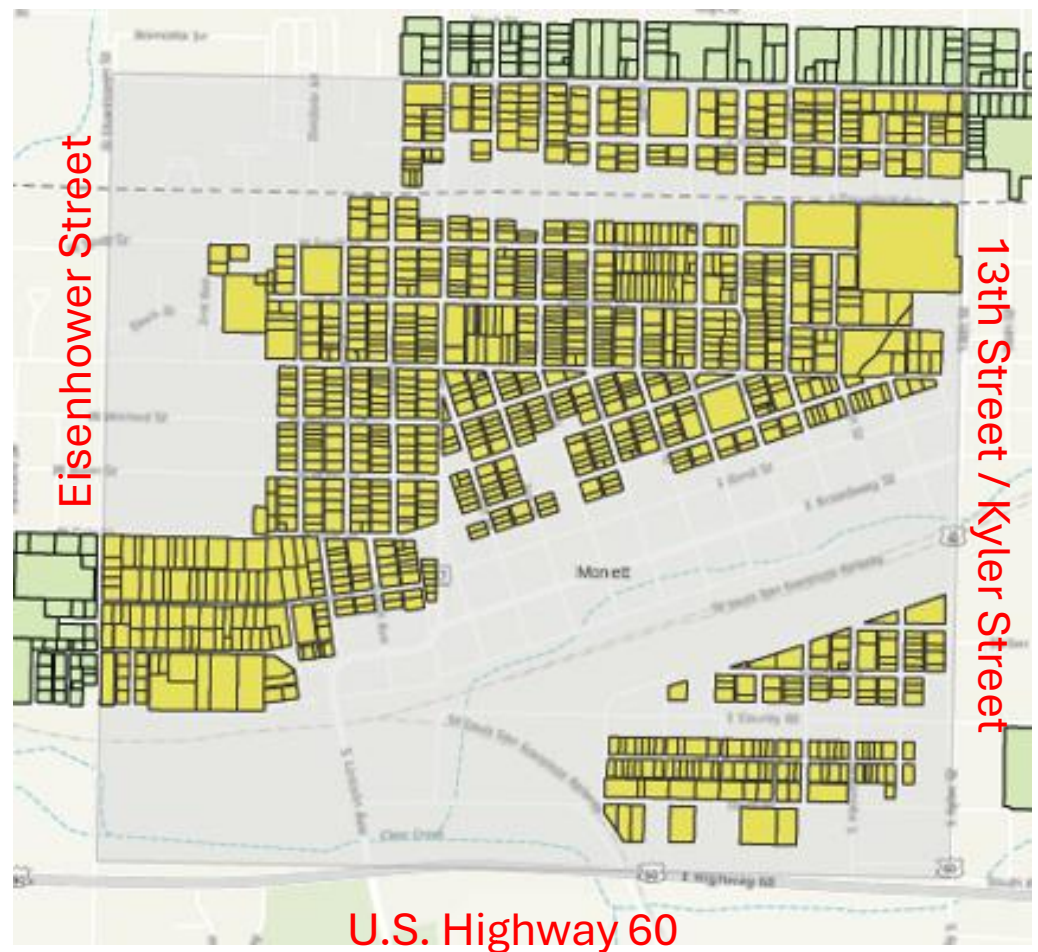
James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



Sycamore Street and Honeysuckle Lane





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

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

Staff Report

To: Planning and Zoning Commission
From: Andrew Miller, Development Assistant
Date: 3/25/2026, Updated 4/20/2026
Re: Update following 3/19/2026 P&Z, Differences between Zones B1/B2/B3

GENERAL INFORMATION

The Community Development Department is presenting the final draft ordinance of a future Monett Core Conservation District Zoning Introduction (MCCD) to the City Council for discussion and eventual approval. The Planning and Zoning Commission met on April 16th, 2026 to discuss this possible addition for a third time and voted to recommend this draft version to the City Council.

I recommend reading the other two staff reports attached for initial information on the MCCD.

Found in this packet are the same two staff reports from the March 19, 2026 Planning and Zoning Commission meeting. These two reports remained unchanged. This staff report will serve to cover any outstanding informational items to be discussed or unsettled, as well as to include the key differences between Zones B1, B2, and B3.

Again, I want to emphasize that the key distinction is that inside the bounds of the MCCD, the “raising” of a Zone from B1 to B2, etc. would remain similar to a typical rezoning – a process handled by the Planning and Zoning Commission. This allows for more oversight of multifamily developments (above traditional duplexes) and would lead to structured, appropriate growth of the multifamily in our town.

It was briefly mentioned during the 3/19/2026 meeting of discussing extending the boundaries of this overlay district. This is certainly an option in the future. The initial goal of the MCCD was to produce a method for protecting the older parts of Monett and likewise implement the capping of unrestricted multifamily at the duplex level. We acknowledge that there are still concerns over the lack of protection for multifamily development outside these bounds. While we are certainly not intending to let these concerns go unhandled, the longer-term plan is to implement these zoning changes into the new City’s Comprehensive Plan being considered this year in 2026. In the meantime, we hope to pass the MCCD and roll out extensions where necessary and appropriate.

GENERAL INFORMATION, CONT.

As for the differences between Zones B1, B2, and B3, the core difference is in the number of dwelling units allowed per acre. There are also changes to maximum building height and parking, among other residual modifications (all stemming from dwelling unit per acre consequences).

With regards to dwelling units per acre (DU/A), or “density”:

- B1 single-family: minimum lot size of 5,600 sq ft
- B1 duplex: allows for a maximum of seven (7) DU/A, or ~6,222 sq ft lot size

- B2 single-family: minimum lot size of 6,000 sq ft
- B2 two-family: minimum lot size of 3,000 sq ft per dwelling unit
- B2 three(+)-family: allows for a maximum of ten (10) DU/A, or 4,356 sq ft per dwelling unit

- B3 single-family: minimum lot size of 6,000 sq ft
- B3 two-family: minimum lot size of 3,000 sq ft per dwelling unit
- B3 three(+)-family: allows for a maximum of fifteen (15) DU/A, or 2,904 sq ft per dwelling unit

With regards to building height:

- B1 allows for a maximum of 20 feet of building height
- B2 allows for a maximum of 35 feet of building height
- B3 allows for a maximum of:
 - 35 feet of building height for single-family and duplex residences
 - 45 feet of building height for three(+)-family residences

With regards to parking:

- B1 requires two (2) parking spaces per dwelling unit
- B2 requires two (2) parking spaces per dwelling unit
- B3 requires:
 - For units limited to housing for elderly: two (2) parking spaces per dwelling unit
 - For one-bedroom units: two (2) parking spaces per bedroom
 - For two-bedroom units: one and one-half (1.5) parking spaces per bedroom
 - For three or more bedroom units: one (1) parking space per bedroom

With regards to setbacks, the setbacks of B-1 zones do not change and are equivalent to the setback requirements of our current regulations. However, for B2 and B3, the setbacks increase minorly as the building height increases. And lastly, for B3 exclusively, when a B3 area abuts a single-family zoned area, there are additional deeper rear setback requirements for the B3 lot.



There are expected minor changes to minimum road frontages and the introduction of a lot coverage maximum, both of which are effectively derived from the densities above and should create no undue consequences of their own.

PROPOSAL

The Community Development Department is introducing a new multifamily zoning overlay district – called the “Monett Core Conservation District” – the goal of which is to implement three new tiered multifamily districts to an overlay area corresponding to approximately the core portions of the City of Monett, to rezone all multifamily areas within this area from “B” Multifamily to “B-1” Low Density Multifamily, and to introduce the possibility for property owners within this core area to rezone their property to “B-2” Medium and “B-3” High Density Multifamily through the traditional rezoning process.

RECOMMENDATION

The Planning and Zoning Commission recommends that the City Council approve the introduction of the “Monett Core Conservation District”, the introduction of the various Zone additions of B-1, B-2, and B-3 to our Multifamily Regulations, and the implementation of said new Zones into the areas of the “MCCD”.

The Community Development Department believes this is the first step to modernizing our multifamily zoning regulations, and will provide both increased protection of the core areas of Monett, as well as increased oversight and better management over multifamily development within Monett.

ATTACHMENTS

Please see the following attachments:

1. Most Recent Draft of the MCCD
 2. Previous Staff Report on the MCCD #1
 3. Previous Staff Report on the MCCD #2
-



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

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

Staff Report

To: Planning and Zoning Commission,
From: Andrew Miller, Development Assistant
Date: 2/27/2026
Re: General Information Regarding the Proposed New “B” Overlay

GENERAL INFORMATION

City Staff would like to acknowledge that the lack of proper materials provided to the Planning and Zoning Commission during the meeting on February 26th, 2026. Due to the timelines we are required to adhere to, the first draft of this proposal had come out after packets were already provided to the Commissioners. Likewise, Staff had anticipated a more barebones presentation by Scott Hanson without going into too many of the specific portions of the plan. Rather, the Community Development Department would like to present this material through the use of multiple staff reports and informational diagrams, in such a way as to complement Mr. Hanson’s information.

For the purposes of this and following staff reports, we shall refer to the proposed overlay as the “Monett Core Conversation District”, or, more simply, “the MCCD” for short. This name is not final, but shall serve as the interim name until either modified or finalized.

City Staff acknowledges that the City is concurrently going through the monumental task of updating the City’s Comprehensive Plan which may impact the goals, purpose, and strategies that the Community Development Department is using to achieve smart growth in Monett. We are in no way describing this MCCD as a final product, as it may require modification as the Comprehensive Plan becomes formally adopted. In fact, we would rather entertain the idea of modification with these discussions, possible implementation, or if the circumstances, beliefs, or goals of the Commission or City change.

The goals of adopting changes to multifamily zoning are complex and interwoven, but instituting a new overlay district is a method to modify our multifamily districting in such a way as to promote change in our City through controlled growth, without needing to completely rewrite our zoning ordinances.



GENERAL INFORMATION, CONT.

Currently, our department is rather limited in how it can police growth, assuming all other building codes and zoning regulations are followed. Developers are generally able to build what they want within the legal, regulatory, code, and financial parameters placed upon them.

However, a full redevelopment of our multifamily zoning requirements would be nearly impossible given the implications of breaking other sections of our code that are interdependent upon it. Thus, we are utilizing this second overlay option as a way to enact real changes without hamstringing ourselves to deeply in the process.

The MCCD overlay's purpose is to facilitate the types of residential buildings being sought for our City by various groups – including the Planning and Zoning Commissioners themselves. Within this district, all “B” multifamily would be replaced by a new “B-1” – which for all intents and purposes merely removes the open-endedness of multifamily housing. Rather, these would be capped at certain types of duplexes. Other larger or denser versions of multifamily housing would not be allowed without an approval process that began at the Planning and Zoning Commission.

More specifics on the variations of these different levels of “B” to come in future staff reports.

There are no proposals, recommendations, or attachments to this staff report.



Staff Report

To: Planning and Zoning Commission
From: Andrew Miller, Development Assistant
Date: 3/10/2026
Re: Example of “B” Multifamily Separation Introduction

GENERAL INFORMATION

A previous staff report on the specific changes to “B” Multifamily was lost during an in-house data loss around the end of February. This staff report was written as close to the original as possible.

On or about February 26th, 2026, our contracted City Planner Scott Hanson, in conjunction with Doug Potts and contracted City Attorney Holly Dodge, presented the Community Development Department with a representation of what a future Zone “B” Multifamily ordinance list may look like. I want to be as clear as possible stating that this is merely an example and should not be treated as the actual draft ordinance of separating Zone “B”. Rather, it should be interpreted as a starting legal definition of this “B” separation – very much still in a changing phase.

Due to the timelines surrounding the conversations with Mr. Hanson, the goal timelines for sending Planning and Zoning packets out, and the eventual Planning and Zoning Commission meetings themselves, there are reasonable chances that the working form of this document may have changed.

A reminder: this “overlay” district would begin only incorporating the central core of Monett, and could be extended in the future.

The overarching goal of our separation of “B” multifamily is to put a cap on the types of buildings available to developers within the MCCD, while introducing a method for a high degree of oversight when any buildings larger than traditional duplexes were to be built. This ensures that we do not hamstring the current developers of respectable housing, while equally putting the legal mechanisms in place for overseeing the development of larger multifamily structures (and ensuring these larger developers adhere to stricter building guidelines).

The barebones interpretation of this document is to first introduce the three levels of “B” multifamily, and then implement it in a particular area. However, the most effective tool is the coordination of new, higher-level multifamily zoning *and* the control of the Planning and Zoning Commission to determine where, when, and how these zones could be rezoned into.



GENERAL INFORMATION, CONT.

As Mr. Hanson described in his presentation on February 26th (and again, we apologize for not properly preparing the Commission), the lowest level of the newest “B” multifamily would allow only:

1. Traditional Zone “A” Residential Uses
 - a. Up to 1.5 stories tall – no specific definition of 1.5 stories, but the understanding is that “the floor area of the distinct upper unit is smaller than the floor area of the distinct lower unit”
 - b. Minimum lot size: 5,600 sq ft. – useful for filling in smaller lots with homes
 - c. Lots are typically 140 ft deep – would allow for a 40 ft wide lot to be built upon
2. Traditional Zone “B” Duplexes (Only)
 - a. Up to 1.5 stories tall – no specific definition of 1.5 stories, but the understanding is that “the floor area of the distinct upper unit is smaller than the floor area of the distinct lower unit”
 - b. Minimum lot size: 6,222 sq ft. per duplex – limits how closely homes can be squished together
 - c. Lots are typically 140 ft deep – would allow for approximately 45 ft wide lots to be built upon.
3. One principal structure per lot – a key differentiating factor that brings more control over smart building practices and limits weird edge cases

The above methodology would create low density housing within our core central part of town. This would also preemptively prevent triplexes, quadplexes, larger apartment complexes, etc. in the same portions of the core town.

The specifics of the higher levels of “B” are of lesser importance than the understanding that any developer who wishes to build larger residential structures needs to go through the rezoning process with the Planning and Zoning Commission – which would effectively require an architectural proposal to be included as part of the rezoning process. This enhances oversight by the Community Development Department, the Planning and Zoning Commission, and the City Council.

ATTACHMENTS

Please see the following attachments:

1. Ordinance Example on Separating “B” Multifamily – to be Updated Pending Discussion
-

There are no formal proposals or recommendations as part of this staff report. This staff report is merely for educational purposes.



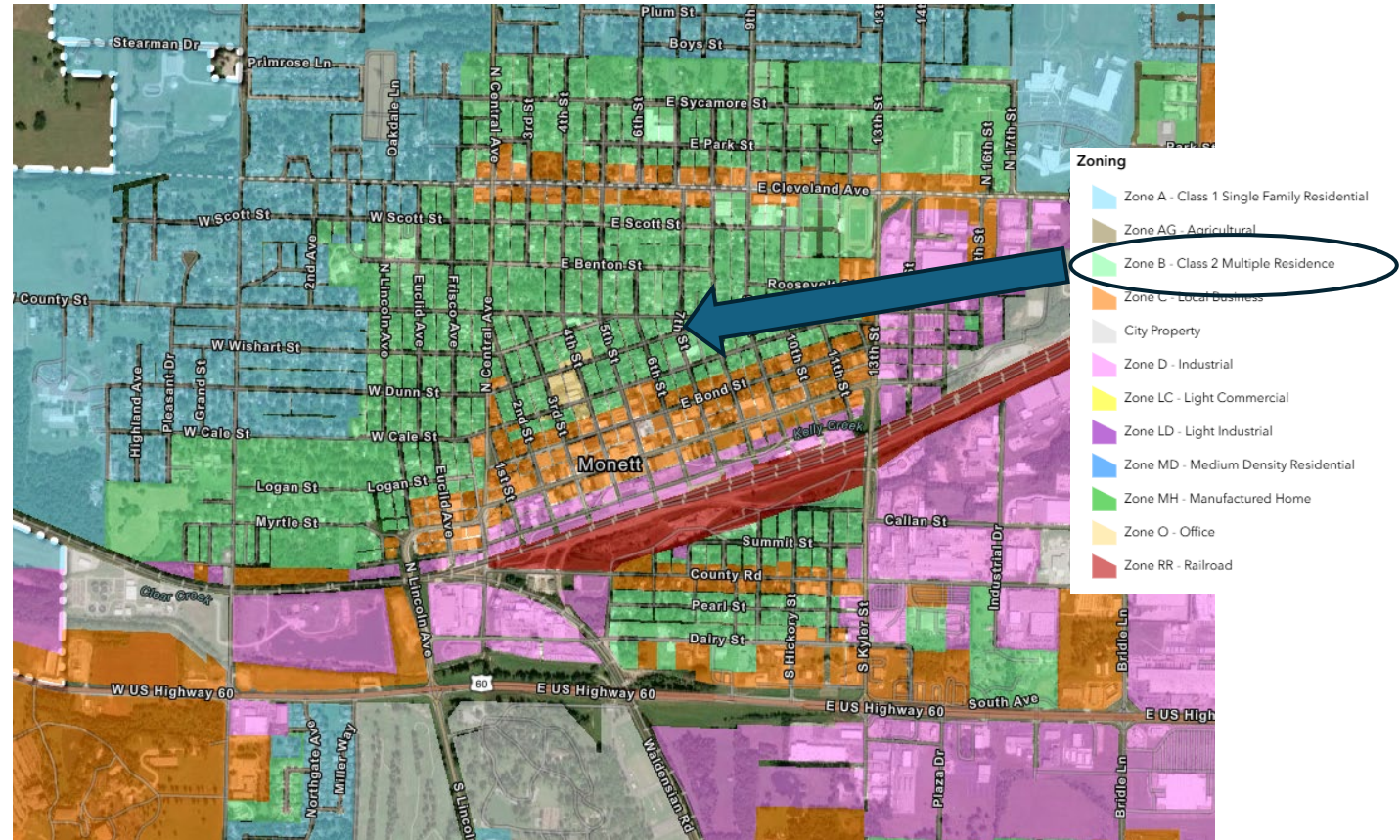
Planning & Zoning Commission

Tiered Approach to Multi-Family Zoning Discussion

2/26/2026

Tiered Approach to Multi-Family Zoning

- Why create a “zoning overlay district” around Monett’s downtown area?
- This historic core of Monett features long-established neighborhoods dating to City’s founding.
- Within approximately 930 acres that surround it, approximately 407 acres (44%) are zoned “District B – Second Residential District.”





- The majority of homes in “District B” in the proposed overlay area are:
 - - On lots of 40 to 50 feet in width and 140 feet in length.
 - - Contain existing residential structures, most of which are single family dwellings.
 - - Homes are set back 15-25 feet (25% of the lot depth) from the front property line.
 - - Side yards are between 7 to 10 feet.
 - 1.5 stories or 20-25 feet in height.
- While there are many exceptions, the architectural style suggest most homes were likely built between 1920 and 1960.
- In short, while zoned for “multi-family,” the area within the proposed overlay district is predominantly “single family residential” in character.

Tiered Approach to Multi-Family Zoning

- What is happening (or has the potential to happen) within this “B” zoned area?
 - Lots of 40 to 50 feet in width are (or could be) consolidated to build larger multi-family uses.
 - These uses could be “mid-block”, disrupting the character of the neighborhood.
 - They could be visually incompatible with 1.5 story homes and the neighborhood character.
 - Uses would be less likely to be “owner-occupied.”
 - These uses generate more traffic, require increased areas for parking lots, and are impactful to stormwater infrastructure.



Photos from Columbia MO where a similar challenge to Monett’s was occurring prior to adoption of a zoning overlay district

Tiered Approach to Multi-Family Zoning

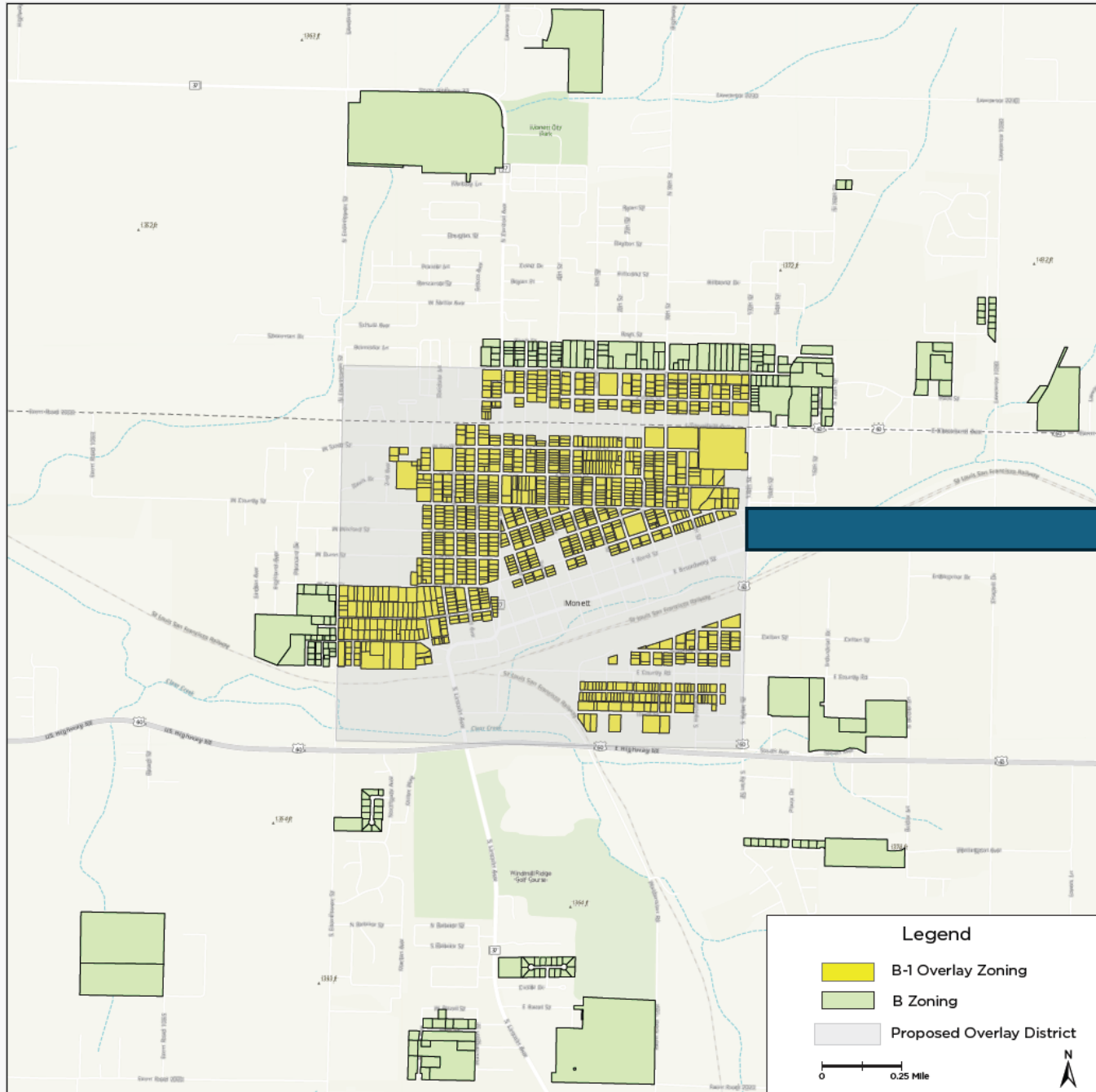
How to establish a “zoning overlay district” around Monett’s downtown area.

Tier District "B" into 3 districts:

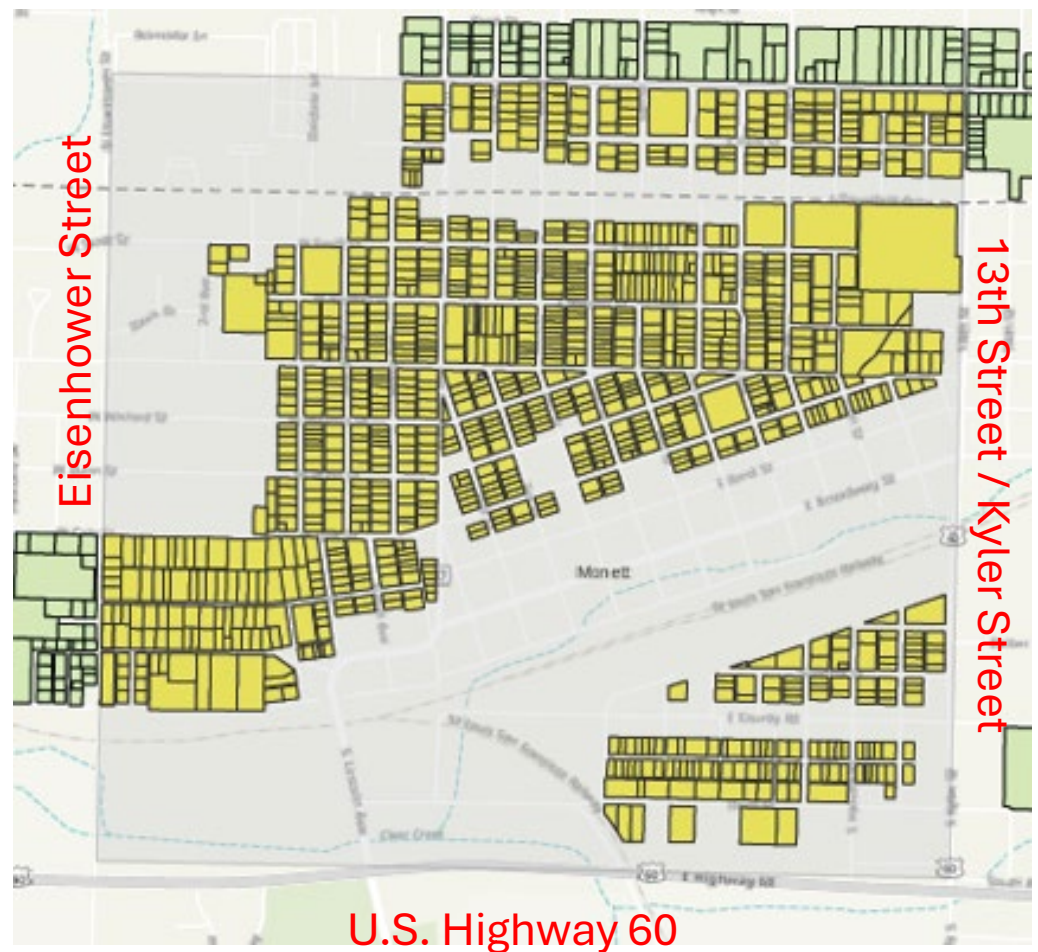
- B-1 Low Multiple Dwelling District (7 dwelling units per acre max)
- B-2 Medium-Density Multiple Dwelling District) and (10 dwelling units/acre)
- B-3 (High-Density Multiple Dwelling District) as provided through the zoning map amendment process in Section 400.210. Amendments, Modifications, Etc., of Chapter or District Boundaries. (15 dwelling units/acre)

Zone ALL of the overlay district “B-1.”

Property owners seeking B-2 or B-3 will need to “rezone” to this classification, giving the Plan Commission and City Council a more nuanced approach to “B” multi-family uses within this area.



Sycamore Street and Honeysuckle Lane



Tiered Approach to Multi-Family Zoning

One “overlay district” called the “Monett Core Conservation District” (MCCCD)

3 sub tiers: B-1, B-2 and B-3

B-1 allows only duplexes (and detached SF) up to 7 dwelling units.

B-2 allows for up to 10 Dwelling units per acre

B-3 allows for up to 15 dwellings units per acre

Tiered Approach to Multi-Family Zoning

- Features of the zoning overlay district: District B-1
- Permitted land uses in B-1:
 - All uses permitted in District A (One-Family Residential) as defined in Section 400.040.
 - Two-Family Dwellings (Duplexes). A building containing two dwelling units, whether arranged side-by-side or one above the other.
- Accessory Uses: Uses and structures incidental to the principal residential use e.g. detached garages, carports, storage sheds, home occupation offices, swimming pools, and recreation facilities for residents
- Minimum lot size:
 - Single Family Homes: 5,600 sq feet (consistent with lots of 40 x 140 in size)
 - Duplexes : 3,111 sq ft per dwelling unit (7 d.u.'s / acre)
- Setbacks:
 - Front: Same as District A
 - Side: Same as District A
 - Rear: Same as District A
- Height: 20 feet (not to exceed 1.5 stories).
- One principal structure allowed per lot.



Tiered Approach to Multi-Family Zoning

- **Features of the zoning overlay district: District B-2**
- Permits apartments and townhouses while setting standards to ensure development is compatible with MCCD
- Permitted land uses in B-2:
 - All uses permitted in B-1 (One-Family Residential)
 - Apartments, condominiums, townhouses, and similar attached single-family housing developments or other buildings containing multiple dwelling units meeting the requirements of this section.
- Accessory Uses: Uses and structures incidental to the principal residential use e.g. detached garages, carports, storage sheds, home occupation offices, swimming pools, and recreation facilities for residents
- Minimum lot size:
 - Single Family Homes: 6,000 sq feet (consistent with lots of 40 x 140 in size)
 - Duplexes : 3,000 sq ft per dwelling unit
 - **3 or more Dwelling Unit Structures: Lot area of 4,356 sq ft / dwelling unit (10 d.u./acre equivalent)**
- Setbacks:
 - Front: 25 feet for mid-block structures and 90 feet for corners
 - Side: Buildings over one story in height require a min 10-foot side yard on each side
 - Rear: 20 feet
- Height: 35 feet (not to exceed 2.5 stories).
- Lot Coverage: Maximum lot coverage by buildings = 40% of the lot area. At least 60% to remain as yard/open area
- One principal structure allowed per lot.
- Lot **MUST** have street frontage 80 feet min, 90 on corner lots; No private access easements allowed.

Tiered Approach to Multi-Family Zoning

- **Features of the zoning overlay district: District B-3**
- Accommodates highly concentrated multiple-family residential development compatible with MCCD with up to 15 dwelling units/acre.
- Permitted land uses in B-2: All uses permitted in B-2.
- Accessory Uses: Uses incidental to multifamily residential developments, including leasing offices, clubhouses or community buildings for residents, laundromats, fitness facilities and swimming pools for residents, garages and carports, swimming pools, and maintenance buildings.
- Minimum lot size:
 - Single Family Homes: 6,000 sq feet (consistent with lots of 40 x 140 in size)
 - Duplexes : 3,000 sq ft per dwelling unit
 - **3 or more Dwelling Unit Structures: Lot area of 2,904 sq ft / dwelling unit (15 d.u./acre equivalent)**
- Setbacks:
 - Front: 40 feet
 - Side: Minimum 10-foot side setback on each side for buildings up to two stories in height. For any building or portion of a building that exceeds two stories (above 35 ft), the side setback increases to at least 15 feet on each side. Corner lot street side yards is 20 feet min from the property line.
 - Rear: 20-foot unless adjacent to single-family district (25 feet)
- Height: 45 feet for 3+ dwelling unit structures. 35 feet for single and duplex structures
- Lot Coverage: Maximum lot coverage by buildings = 50% of the lot area. Paved parking, sidewalks, trash enclosure areas and other surfaces impervious to stormwater shall meet stormwater detention requirements but are NOT included in either building coverage or yard/ open space / recreational space
- More than one principal structure IS allowed per lot.
- Lot MUST have street frontage: 100 feet min.
- Off Street Parking : For multi-family units limited to housing for the elderly: Two (2) spaces per dwelling unit; For all other 3+ multifamily structures: Two (2) spaces for a one (1) bedroom unit; 2. One and one-half (1 1/2) spaces per bedroom for two (2) bedroom unit; and 3. One (1) space per bedroom for three (3) or more bedrooms in a multi-family dwelling.

Questions



NOTICE OF PUBLIC HEARING

NOTICE is given that public hearings will be held in the City Council Boardroom at the Monett City Annex at 100 S. Maple St., Monett, Missouri, by the Monett Planning and Zoning Commission at 6:00pm, or as soon as it may be called, on Thursday, April 16th, 2026, for consideration and review of the following:

Text Amendment Introducing New Multifamily Districts and Creating a New “Monett Core Conservation District”

An Amendment of Zoning Regulations of Chapter 400, to create three new, tiered multifamily districts in Section 400.065, and to create a new overlay district, the “Monett Core Conservation District”, in Section 400.065, with a north boundary of Sycamore Street and Honeysuckle Lane, east boundary of Streets 13th/Kyler, south boundary of U.S. Highway 60, and west boundary of Eisenhower Street.

The meeting is open to the public and all interested parties may attend and be heard.

If the Planning and Zoning Commission votes to recommend approval to the City Council or the City proceeds with the request to the City Council, then there will be a second public hearing held in the City Council Boardroom at the Monett City Annex at 100 S. Maple St., Monett, Missouri, by the Monett City Council at 6:00pm, or as soon as it may be called, on Thursday, May 14th, 2026.

A copy of the proposed ordinance amending the text of the City’s Zoning Regulations is available for review at City Hall. Any interested party present at the hearing will be given an opportunity to be heard.

/s/ Mike Wallace

Chairman-Planning and Zoning Commission

AFFIDAVIT OF PUBLICATION

Date: 04-01-2026

STATE OF MISSOURI)
COUNTY OF LAWRENCE)

ss.

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

1st	Insertion: Vol. 151	No. 7	1st	day of	April	2026
2nd	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
3rd	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
4th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
5th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
6th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
7th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
8th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
9th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
10th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
11th	Insertion: Vol. _____	No. _____	_____	day of	_____	2026
	Insertion: Vol. _____	No. _____	_____	day of	_____	2026



Ryan Squibb, Publisher

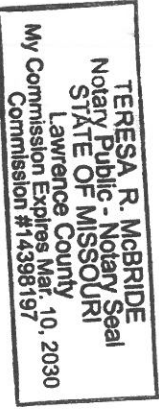
Subscribed and sworn to before me on this 1st day of April, 2026.



Teresa R. McBride, Notary Public

My commission expires March 10, 2030

Publication fee \$ 99.77 #16308



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/s/ Mike Wallace
Chairman-Planning and Zoning Commission
#R-16308-4-1-1tc



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

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

Staff Report

To: City Council
From: Community Development Department
Date: 4/20/2026
Re: Replat of the Dar-A-Con Minor Subdivision

GENERAL INFORMATION

On March 11th, 2026, local property owner Bruce Teter – who owns the lots that correspond to 1707 N. Central Ave. and 1709 N. Central Ave. on the north side of town – came to the Community Development Department’s office to discuss changing the boundary line between these to adjacent lots. For the sake of simplicity, we will refer to 1709 N. Central (the northern lot) as Tract A/Tract 1 and 1707 N. Central (the southern lot) as Tract B/Tract 2.

The City of Monett, among most other cities, allow for changes to individual lots/tracts of land through various processes – in Monett we utilize the Minor Subdivision process. In fact, in 2016 the previous owner of these two lots had followed this exact minor subdivision process to create the “Dar-A-Con Minor Subdivision” comprised of only these two tracts – assumedly with the intention of selling one of the two lots. Mr. Teter bought one of these lots, and more recently bought the other – now owning the entirety of the Dar-A-Con Minor Subdivision.

Mr. Teter’s intentions are change the line location that separates these two lots by moving the dividing property line approximately 38.88 feet south (this number may change between the writing of the staff report and the eventual Planning and Zoning Commission meeting). This will allow Mr. Teter to build a fourth storage building on the northern lot and maintain appropriate space between all structures in accordance with the 2018 International Building Code.

There should be no City-costing utility impact by this change as is required by the ordinances regarding Minor Subdivisions (attached for your reference to this staff report).

Of note: there are two lines in the Minor Subdivision ordinances that may appear to contradict themselves, which I hope to clarify for the Commission. Section 405.190(A) states that the *Applicability And Intent* of the article is to provide a method for subdivision where “the resulting lots shall not again be divided without replatting”. Later in the same Article, under Section 405.190(B)(2)(a)(10) the code states that “the lot to be subdivided has been previously created through the minor subdivision procedures of this Article.”



GENERAL INFORMATION, CONT.

This may seem contradictory, but our department would like to emphasize that we interpret these two lines together to state the following: “when an individual intends to change the boundary between two previously-subdivided lots, said individual must utilize the Minor Subdivision procedures again, effectively replacing it with the new Minor Subdivision, with the oversight from and approval of the Planning and Zoning Commission, in accordance with all other portions of the Minor Subdivision Procedure as indicated in Section 405.190.”

Further, the City has set precedent in the past on numerous occasions of this replatting process, especially when larger commercial lots are filled out with new development. Previous replatting include the Price Cutter Market Place Minor Subdivision, part of the Jones-Thomas Subdivision, and part of the Woodland Hills Subdivision.

On April 16th, 2026, the Planning and Zoning Commission met to consider for approval the replatting of the Dar-A-Con Minor Subdivision. The Minor Plat was recommended for approval by said Commission.

PROPOSAL

Mr. Bruce Teter, owner of all properties being considered for replatting, has requested the Planning and Zoning Commission consider his Replat of the Dar-A-Con Minor Subdivision, with a proposal to modify the property line between Lots 1 and 2 to be moved approximately 38.88 feet southwards, creating no outward, substantial, or infrastructure impacts upon the City of Monett.

RECOMMENDATION

The Planning and Zoning Commission recommends that the City Council approves the request to Replat the Dar-A-Con Minor Subdivision given that no substantial changes to the original minor subdivision, no City infrastructure will need to be constructed, and all other portions of the Minor Subdivision Procedures shall be adhered to.

ATTACHMENTS

Please see the following attachments:

1. Replat Map of the Dar-A-Con Minor Subdivision
 2. Section 405.190 Minor Subdivision Procedure
 3. The paper map originals for the Dar-A-Con Minor Subdivision will be available for viewing.
-

**AN ORDINANCE FOR APPROVAL OF THE RE-PLAT FOR
THE DAR-A-CON MINOR SUBDIVISION**

WHEREAS, the Planning & Zoning Commission of the City of Monett has conducted a review of the minor subdivision plat of the Dar-A-Con Minor Subdivision; and

WHEREAS, the Planning & Zoning Commission has found the minor subdivision plat does not involve the creation of new public streets or any change in existing public streets; and

WHEREAS, the Planning & Zoning Commission has found the minor subdivision is in compliance with the City of Monett Subdivision Ordinance; and

WHEREAS, the Planning & Zoning Commission voted 5 - 0 to recommend the minor subdivision plat of the Dar-A-Con Minor Subdivision; and

WHEREAS, the minor subdivision plat has been reviewed by 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 minor subdivision plat for the Dar-A-Con Minor Subdivision, comprised of Tract 1 and Tract 2 of the Dar-A-Con Minor Subdivision of the City of Monett, Lawrence County, Missouri.

Section 3: The development of the Dar-A-Con Minor Subdivision shall adhere to all City of Monett Codes and Zoning restrictions on the property.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, THIS ____ DAY OF _____, 2026.

James R. Burke, Mayor

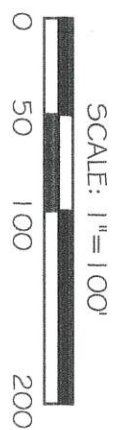
ATTEST:

Kelley McMillan, City Clerk

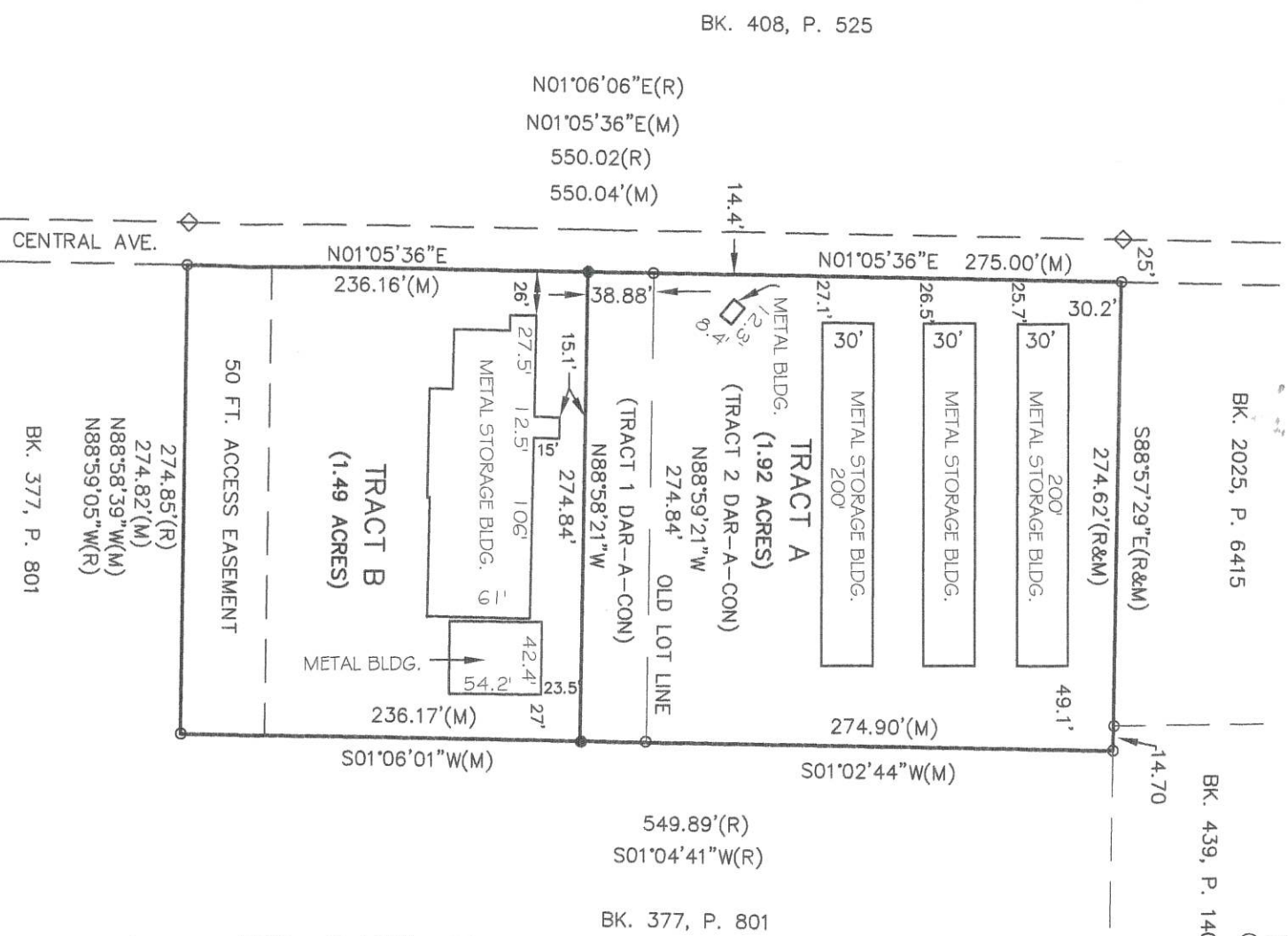
REPLAT OF TRACTS 1 & 2 OF THE DAR-A-CON
MINOR SUBDIVISION OF THE CITY MONETT, LAWRENCE COUNTY, MO.

BASIS OF BEARINGS

THE NORTH LINE OF THE SUBJECT TRACT S88°57'29"E PER
THE NORTH LINE OF LOT 2 OF THE DAR-A-CON MINOR SUBDIVISION.



- LEGEND
- SET IRON PIN
 - FOUND IRON PIN
 - ◇ FOUND RR SPIKE
 - (M) MEASURED
 - (R) RECORD



PROPERTY DESCRIPTION

TRACT A: TRACT 2 OF THE DAR-A-CON MINOR SUBDIVISION OF THE CITY OF MONETT, LAWRENCE COUNTY, MISSOURI AND ALSO, THE NORTH 38.88 FEET OF TRACT 1 OF SAID SUBDIVISION.

TRACT B: ALL OF TRACT 1 OF THE DAR-A-CON MINOR SUBDIVISION OF THE CITY OF MONETT, LAWRENCE COUNTY, MISSOURI EXCEPT FOR THE NORTH 38.88 FEET THEREOF.

SOURCE DEED: BOOK 456, PAGE 3679
SUBURBAN PROPERTY CLASSIFICATION

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE JURISDICTION OF THE CITY OF MONETT, MISSOURI AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION,

ROYAL ROCKET COMMERCIAL REAL ESTATE, LLC
BRUCE A. TETER MEMBER

NOTARY PUBLIC

STATE OF MISSOURI)
CITY OF _____) SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF
2026, BEFORE ME, A NOTARY PUBLIC IN
AND FOR CITY AND STATE CAME

SAME PERSON PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF THE SAME. IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL

I, HEREBY CERTIFY THAT THE MINOR SUBDIVISION SHOWN ON THIS SURVEY DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS OR ANY CHANGE IN EXISTING PUBLIC STREETS, THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF MONETT SUBDIVISION ORDINANCE AND THAT THEREFORE THIS SUBDIVISION HAS BEEN APPROVED BY THE MONETT PLANNING AND ZONING COMMISSION, SUBJECT TO BEING RECORDED IN THE LAWRENCE COUNTY REGISTRY WITHIN SIXTY (60) DAYS OF THE DATE SHOWN BELOW.

DATE _____ CHAIRMAN, PLANNING AND ZONING
COMMISSION

SURVEYOR'S CERTIFICATE

I, SAMUEL R. GOODMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE SURVEY OF LAND HEREIN DESCRIBED WAS PREPARED UNDER MY SUPERVISION AND THAT THE CORNER MONUMENTS AND LOT PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, FOR THE CITY OF MONETT, MISSOURI.

Samuel R. Goodman
SAMUEL R. GOODMAN
RLS 2031



GOODMAN SURVEYING
REGISTERED LAND SURVEYOR

3215 LAWRENCE 2217, PIERCE CITY, MISSOURI 65723

OWN BY	SHG	DATE	REVISION
END BY		3/1/26	REPLATED MINOR SUBDIVISION
APRD BY		2/06/26	

BRUCE TETER SURVEY

TRACTS 1 & 2 OF THE DAR-A-CON MINOR SUBDIVISION OF
THE CITY OF MONETT, LAWRENCE COUNTY, MISSOURI

FB: AC, DWG: C:GOODMAN DWG:Teter_B-26.dwg

ARTICLE VII
Minor Subdivisions

Section 405.190. Minor Subdivision Procedure. [R.O. 2012 §405.200; Ord. No. A-6473 §405.200, 3-13-1997; Ord. No. A-6952 §1, 5-10-2000; Ord. No. 7208 §1, 8-20-2002]

- A. *Applicability And Intent.* The intent of this Article is to provide for the subdivision of a tract or lot into not more than five (5) lots, including any remainder proposed to be retained by the owner, provided that public improvements are not required and the resulting lots shall not again be divided without replatting. The Planning and Zoning Commission shall approve or disapprove minor subdivisions in accordance with the provisions of this Article.
- B. *Minor Subdivision Procedure And Approval.*
1. An application for minor subdivision approval shall be submitted to the Building and Zoning Department no less than fifteen (15) days prior to the scheduled Planning and Zoning Commission meeting. The application shall be accompanied by four (4) paper copies and one (1) mylar copy of the following. **[Ord. No. 8479, 10-20-2016]**
 - a. A certified survey, signed and sealed by a registered land surveyor, of the lot(s) and the location of any structure(s) thereon, together with the exact nature, location and dimension of the proposed minor subdivision.
 - b. The minor plat shall be clearly and legibly drawn. The size of the map shall not be less than eighteen (18) inches by twenty-four (24) inches and shall be drawn to a scale of one (1) inch equals fifty (50) feet, and showing:
 - (1) Tract boundaries.
 - (2) Proposed general lot layout.
 - (3) Streets on and adjacent to the tract.
 - (4) Location of any easements.
 - (5) North point and approximate scale.
 2. The Planning and Zoning Commission shall review applications for minor subdivisions based on the following guidelines:
 - a. No minor subdivisions shall be approved if:
 - (1) More than five (5) lots will be created.
 - (2) New streets or alleys are needed or proposed.
 - (3) A vacation of streets, alleys, easements, setback lines or access control is needed or proposed.
 - (4) There is less street right-of-way than required by the City Code, unless such dedication can be made by separate instrument.

- (5) A substandard sized lot will be created.
 - (6) The subdivision will result in a lot or tract without direct sixty (60) foot frontage on a City street.
 - (7) The extension of a public water or sewer system is needed or proposed.
 - (8) The installation of drainage improvements through one (1) or more lots to serve one (1) or more other lots is needed or proposed.
 - (9) The subdivision will result in significant increases in utilities and services levels or will interfere with maintaining existing utilities and services (e.g., traffic control, street maintenance, etc.).
 - (10) The tract or lot to be subdivided has been previously created through the minor subdivision procedures of this Article.
3. The Planning and Zoning Commission shall make a determination within thirty (30) working days of the meeting at which the minor subdivision is considered. The Planning and Zoning Commission shall approve the proposed subdivision unless the proposed subdivision fails to comply with Section 450.200 or any other applicable requirement of this Article. If the subdivision is disapproved, the Planning and Zoning Commission shall provide the applicant with a written statement of the reasons for denial within ten (10) days of action by the Planning and Zoning Commission.
4. Approval of the minor subdivision is contingent upon the survey being recorded within sixty (60) days after the date the Certificate of Approval is signed by the Planning and Zoning Commission Secretary.
- C. *Certifications For Minor Subdivision.* The following certificates shall be signed and affixed to the minor subdivision survey and a certified copy shall be recorded in the Barry County Registry:

1. ***Certificate of Ownership***

I hereby certify that I am the owner of property described hereon, which property is within the jurisdiction of the City of Monett, Missouri and that I freely adopt this plan of subdivision.

Owner

Date

My Commission Expires: __

2. ***Certificate of Approval***

I hereby certify that the minor subdivision shown on this survey does not involve the creation of new public streets or any change in existing public streets, that the subdivision shown is in compliance with the City of Monett Subdivision Ordinance and that therefore this subdivision has been approved by the Monett Planning and Zoning Commission, subject to its being recorded in the Barry County Registry within sixty (60) days of the date below.

Date _____

Chairman, Planning and
Zoning Commission

3. *Certificate of Survey and Accuracy*

I, _____, hereby state that the survey of the land herein described was prepared under my supervision and that the corner monuments and lot corner pins shown herein were placed under personal supervision of _____, in accordance with the Minimum Standards for Property Boundary Surveys, for the City of Monett, Missouri.

Date _____

Surveyor

Registration No.

4. Legal description of subdivision and lots (to be entered on certification sheet).

Parcel: 18-4.0-19-000-000-015.000

Situs: 22932 LAWRENCE 1075

Owner and Mailing Address:

ROYAL ROCKET COMMERCIAL REAL ESTATE LLC

P O BOX 371

NIXA MO 65714

0371-0213 1998-01-01 GR: WOODWARD, WILBUR & GERRY

Legal Description:

COMM AT THE SW COR SE, THEN N149.97' E25', THEN N275.01' TO POB, THEN N275.01' E274.62' S274.94' W TO POB

Deed Acres: 1.73 Calc Acres: 0.00

Sec 19: 27 Bwp: 26 Rge: 27

NBHD: 0 Subdivision:

SCHOOL: City: Fire: Ambul:

GE:

TYPE	STRUCT VAL	LAND VAL	TOTAL VAL	TOT ASSESS
RES	\$0	\$0	\$0	\$0
AGR	\$0	\$0	\$0	\$0
COMM	\$284,700	\$12,000	\$296,700	\$94,940
VAC	\$0	\$0	\$0	\$0
TOTALS	\$284,700	\$12,000	\$296,700	\$94,940

Type	Cls	Code	Size	Depth	UnitPr	Pct	Value	Code	Size	Fact	Total
SMACRE	C		1.73	0.0	0.00	0.00	12000				

FIELD NOTES: BENE 450/2339 6/6/2014

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
3C	84-STRB	2001	0	0	1	0	48	F-43/	0	39	39	3.62	3.62	3.05	11.04	6000	6000	66240.00	53747	119987.00	85	85	101990.00
4C	84-STRB	2005	0	0	1	0	0	F-43/	0	39	39	3.62	3.62	3.05	11.04	6000	6000	66240.00	41504	107744.00	85	85	91580.00
21C	84-STRB	2009	0	0	1	0	40	F-43/	0	35	35	3.62	3.62	3.05	11.04	6000	6000	66240.00	40992	107232.00	85	85	91150.00

Str#: 4 STRB Yr: 2005 Base: 6,000 Adj: 6,000 CL: F-43
 PLMB 99 OH DOORS 1 0 13608 QLEL 2 MINIMUM 1 0 1
 FOND 1 SLAB 1 0 0
 FOND 6 CONCRETE 1 0 0
 EXTW 56 ENAM METAL 1 0 16
 RFTY 3 GABLE 1 0 8
 RFMT 11 ENAM. METAL(1 0 8
 FLOR 3 CONC. ON GRA 1 0 6
 INFN 1 UNFINISHED 1 0 0

Str#: 21 STRB Yr: 2009 Base: 6,000 Adj: 6,000 CL: F-43
 PLMB 99 OH DOORS 40 0 13440 QLEL 2 MINIMUM 1 0 1
 FOND 1 SLAB 1 0 0
 FOND 6 CONCRETE 1 0 0
 EXTW 56 ENAM METAL 1 0 16
 RFTY 3 GABLE 1 0 8
 RFMT 15 ENAM. METAL(1 0 4
 FLOR 3 CONC. ON GRA 1 0 6
 INFN 1 UNFINISHED 1 0 0

2026 Lawrence County PRC

03/24/2026 03:23:14

Card 1 OF 1

Parcel: 18-4.0-19-000-000-015.001

Situs:

Owner and Mailing Address:

ROYAL ROCKET COMMERCIAL REAL ESTATE LLC

P O BOX 371

NIXA MO 65714

Legal Description:

PART OF SW SE, COMM AT SW COR, THEN 149.97'N 25'E, THEN N275.01' E274.62' S274.94' W TO POB

Deed Acres: 1.74 Calc Acres: 0.00

Sec: 19 Twp: 26 Rge: 27

NBHD: 0 Subdivision:

SCHOOL: City: Fire: Ambul:



TYPE	STRUCT VAL	LAND VAL	TOTAL VAL	TOT ASSESS
RES	\$0	\$0	\$0	\$0
AGR	\$0	\$0	\$0	\$0
COMM	\$186,800	\$16,800	\$203,600	\$65,160
VAC	\$0	\$0	\$0	\$0
TOTALS	\$186,800	\$16,800	\$203,600	\$65,160

Type	Cls	Code	Size	Depth	UnitPr	Pct	Value	Code	Size	Fact	Total
OVR	C		0.00	0.0	12000.00	0.00	16800				

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value	EFPG	21	Description	1	0	528
1C	38-FACT	1976	1986	0	0	0	3	D/L	0	91	91	14.10	12.83	3.05	39.13	4962	5346	209188.98	39961	249149.98	45	45	112120.00	ELEC	4	MAXIMUM	1	0	5
2C	39-WHSE	1977	0	0	0	0	3	D/L	0	94	94	14.70	13.82	3.05	42.15	2808	2808	118357.20	13945	132302.20	45	45	59540.00	ADJS	4	PARTITIONS	1	0	4
5C	15-CDK	1986	0	0	0	0	0	M-01	0	0	0	1.02	1.02	3.05	3.11	780	780	2425.80	0	2425.80	45	45	1090.00	IFIN	3	WD. OR CEIL. BD	1	50	8
6C	92-LITE	2005	0	0	1	0	0	NA/O	0	0	0	100.00	100.00	3.05	305.00	10	10	3050.00	0	3050.00	45	45	1370.00	IFIN	1	UNFINISHED	1	50	0
22C	39-WHSE	1978	0	0	0	0	0	D/L	0	35	35	15.06	4.07	3.05	12.41	2268	2268	28145.88	0	28145.88	45	45	12670.00	FLOR	3	CONC. ON GRADE	1	0	6
																								RMAT	11	ENAM. METAL(C)	1	0	8
																								RTYP	3	GABLE	1	0	8
																								EXTW	99				44
																								FOND	6	CONCRETE	1	0	0
																								FOND	1	SLAB	1	0	0
																								HTAC	99				7131
																								EFPG	99				5443
																								PLBG	3	AVERAGE	1	0	8

Str#: 2 WHSE Yr: 1977 Base: 2,808 Adj: 2,808 CL: D
 EFPG 21 1-2 FIX RES 1 0 528 IFIN 1 UNFINISHED 1 50 0
 HTAC 10 FHA 1 0 4044 IFIN 3 WD. OR CEIL. 1 50 8
 FOND 1 SLAB 1 0 0 ADJS 4 PARTITIONS 1 0 7
 FOND 6 CONCRETE 1 0 0 ELEC 4 MAXIMUM 1 0 5
 EXTW 99 1 0 44 PLBG 3 AVERAGE 1 0 8
 RTYP 3 GABLE 1 0 8
 RMAT 11 ENAM. METAL(1 0 8
 FLOR 3 CONC. ON GRA 1 0 6

Str#: 5 CDK Yr: 1986 Base: 780 Adj: 780 CL: M-01

Str#: 6 LITE Yr: 2005 Base: 10 Adj: 10 CL: NA

Str#: 22 WHSE Yr: 1978 Base: 2,268 Adj: 2,268 CL: D
 FOND 1 SLAB 1 0 0
 FOND 6 CONCRETE 1 0 0
 EXTW 56 ENAM METAL 1 0 16
 RFTY 3 GABLE 1 0 8
 RFMT 15 ENAM. METAL(1 0 4
 FLOR 3 CONC. ON GRA 1 0 6
 INFN 1 UNFINISHED 1 0 0
 QLEL 2 MINIMUM 1 0 1

NOTICE OF PLANNING AND ZONING COMMISSION HEARING

Notice is hereby given to all interested parties that a meeting of the Planning and Zoning Commission has been scheduled for **April 16th @ 6:00pm**. The following is a tentative agenda for that meeting:

Consideration and Review of the following

Replat of the Dar-A-Con Minor Subdivision.

Lawrence County

All of the Dar-A-Con Minor Subdivision of the City of Monett, Lawrence County, Missouri, as recorded in the Lawrence County Recorder of Deeds Book 456, Page 3679. Subject to easements, restrictions, reservations and covenants of record, if any.

Notice is further given that said Commission of the City of Monett, Missouri at the hour of **6:00 p.m. on the 16th day of April 2026** will consider said agenda. The meeting of the Planning and Zoning Commission will be held in the Main Boardroom of the Monett City Annex, located at 100 S. Maple Street. The meeting is open to the public and all interested parties may attend and be heard.

/s/ Mike Wallace

Chairman-Planning and Zoning Commission

AFFIDAVIT OF PUBLICATION

Date: 04-01-2026

STATE OF MISSOURI)
COUNTY OF LAWRENCE)

ss.

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

- 1st Insertion: Vol. 151 No. 7 1st day of April 2026
- 2nd Insertion: Vol. No. day of 2026
- 3rd Insertion: Vol. No. day of 2026
- 4th Insertion: Vol. No. day of 2026
- 5th Insertion: Vol. No. day of 2026
- 6th Insertion: Vol. No. day of 2026
- 7th Insertion: Vol. No. day of 2026
- 8th Insertion: Vol. No. day of 2026
- 9th Insertion: Vol. No. day of 2026
- 10th Insertion: Vol. No. day of 2026
- 11th Insertion: Vol. No. day of 2026



Ryan Squibb, Publisher

Subscribed and sworn to before me on this 1st day of April, 2026.



Teresa R. McBride, Notary Public

My commission expires March 10, 2030

Publication fee \$ 76.98 #16304



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/s/ Mike Wallace
Chairman-Planning and Zoning Commission
#R-16304-4-1-1tc



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 & Commissioner

From: City Administrator

Date: March 26, 2026

Re: Potential Fire Station #3

GENERAL INFORMATION

The Monett Fire Department commissioned a outside agency to conduct an operations study on the department. One of the items which came from the study is the lack of coverage in the Northern section of the city. With the expansion of subdivisions in the North part of the city the need will increase. The current response time to the North is greater than the response times of Station #1 and #2. The city had two locations that were potential locations for Fire Station #3. The first location offered challenges to access Highway 37 and some flooding concerns. The second location seems better suited for the station with access points and construction.

The station has potential to be a collaborative effort between the City of Monett Fire and Barry-Lawrence Ambulance District. No agreement between the agencies has been reached. Dialogue has taken place to gage interest and feasibility for a joint effort for public safety.

PROPOSAL

Enter into a Land Donation Agreement to secure the site for a Fire Station #3 for the City of Monett Fire Department. This is a long term project for the future growth and safety of the City of Monett.

RECOMMENDATION

Review of the Land Donation Agreement with the understanding the item will be presented with a resolution for approval on April 9, 2026.

ATTACHMENTS

- Land Donation Agreement
- Preliminary Draft of the Station

AN ORDINANCE OF THE CITY OF MONETT, MISSOURI, ACCEPTING THE DONATION OF APPROXIMATELY THREE (3) ACRES OF REAL PROPERTY LOCATED IN THE NORTH PORTION OF THE CITY FOR THE CONSTRUCTION AND OPERATION OF FIRE STATION #3; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A LAND DONATION AGREEMENT; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Donor is the fee simple owner of approximately three (3) acres of real property located in the North portion of the City of Monett, as more particularly described in the Land Donation Agreement; and

WHEREAS, the City of Monett (the "City") desires to construct and operate Fire Station #3 on said Property; and

WHEREAS, the City Council finds that the construction of Fire Station #3 will provide enhanced fire protection and significant public safety benefits to the residents of Monett and the surrounding area; and

WHEREAS, as consideration for the donation, the City has agreed to provide certain infrastructure improvements, including roadway access and sewer installation to the Donor's residence.

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

SECTION 1: The City Council hereby accepts the donation of the approximately three-acre Property from the Donor under the terms and conditions set forth in the Land Donation Agreement attached as Exhibit A.

SECTION 2: The City Council hereby accepts the land donation agreement in substantially the same terms as attached in Exhibit A, and the Mayor and the City Administrator are hereby authorized and directed to execute, on behalf of the City of Monett, the Land Donation Agreement and any other necessary documents, including the acceptance of a General Warranty Deed, to effectuate the transfer of the Property.

SECTION 3: The City Administrator and designated City staff are authorized to perform the infrastructure improvements described in the Agreement, including the installation of a sewer line and the

maintenance of a grinder pump. Furthermore, the City is authorized to accept a thirty-foot (30') wide perpetual utilities easement for electric and sewer services as described in the Agreement.

SECTION 4: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, THIS ____ DAY OF _____, 2026.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

LAND DONATION AGREEMENT

I. PARTIES

This Land Donation Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between:

CITY OF MONETT, a municipal corporation organized and existing under the laws of the State of Missouri, with its principal place of business at 217 5th Street, Monett, MO 65708 (hereinafter referred to as the "City"),

and

Peter C. Rauch and Betty M. Rauch, husband and wife residing at 2000 N. Central, Monett, Missouri (hereinafter referred to as the "Donor").

The City and Donor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

II. RECITALS

WHEREAS, Donor is the fee simple owner of certain real property consisting of approximately 3 acres located at 1900 N. Central Avenue in the North portion of the City of Monett, Missouri, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City desires to construct and operate Public Safety Facility on the Property; and

WHEREAS, Donor desires to donate the Property to the City for the purpose of constructing and operating a Public Safety Facility; and

WHEREAS, the Parties desire to set forth their understanding regarding the donation of the Property and the rights and obligations of the Parties with respect to such donation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

III. AGREEMENT

1. DONATION OF PROPERTY

1.1 Donation. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate to City the Property and all improvements located thereon, and City agrees to accept the donation of the Property from Donor.

1.2 Condition of Property.

1.2.1 Property Information. Donor shall provide to City, within five (5) business days following the execution of this Agreement, copies of Donor's records related to the property and an environmental and geotechnical report with respect to the Property, if any are available. Donor's delivery of such documents shall not be deemed or construed as a representation or warranty with respect to the contents thereof.

1.2.2 City's Inspection Rights. From the Effective Date and for a period of one hundred eighty (180) days thereafter (the "Inspection Period"), City shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to Donor, subject in all cases to the provisions of this Agreement. Donor shall be entitled to have a representative present at all times while City or its representatives are physically on the Property. It is understood and agreed that City shall be responsible to perform such inspections and other examinations of the Property as City deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property). All tests, studies, investigations, inspections and other examinations by City of the Property shall be conducted in a non-invasive manner. Donor expressly consents to City obtaining a Phase I Environmental Site Assessment with respect to the Property. City shall restore the Property to its original conditions promptly after completing each such test, study, investigation, inspection and other examination. City's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the Warranty Deed at Closing.

1.2.3 City's Termination Right. If, during the Inspection Period, City determines, in City's sole and absolute discretion, that the Property is not suitable for City's intended use or any other reason, City may terminate this Agreement before the expiration of the Inspection Period by delivering written notice thereof to Donor.

1.3 Conveyance of Property.

1.3.1 Conveyance of Title. Donor shall convey to the City good and marketable fee simple title to the Property by general warranty deed, free and clear of all liens, encumbrances, and restrictions, except for those specifically set forth in this Agreement or otherwise accepted by the City in writing.

1.3.2 Title Insurance. The City may, at its sole cost and expense, obtain a commitment for an owner's policy of title insurance covering the Property. If the City elects to obtain such commitment, Donor shall cooperate with the City and the title company in connection therewith.

1.3.3 Survey. The City may, at its sole cost and expense, obtain a survey of the Property. If the City elects to obtain such survey, Donor shall provide reasonable access to the Property for the surveyor.

1.3.4 Closing. The consummation of the donation contemplated by this Agreement shall occur (the “Closing”) at the offices of the City of Monett, Monett, Missouri, or at such other place as the parties may mutually agree, on or before [REDACTED], 2026 (the “Closing Date”).

1.3.5 Donor’s Deliveries. At Closing, Donor shall execute, acknowledge (where necessary) and deliver to City, as appropriate, the following: (a) the Deed, subject to easements, conditions and restrictions of record; (b) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by City in connection with the performance of Donor’s obligations hereunder; and (c) possession of the Property.

1.3.6 City’s Deliveries. City shall execute, acknowledge (where necessary) and deliver to Donor, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Donor to evidence City’s acceptance of the Property being conveyed at such Closing and the performance of City’s obligations hereunder.

1.3.7 Closing Costs. At Closing, City shall pay the filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released on the Property. At Closing, City shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company, if one is used). The Parties agree that the Donor shall be responsible for payment of real estate taxes through the date of Closing. All taxes shall be prorated as of Closing. Each party hereto shall be responsible for the payment of its respective attorneys’ fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Property.

1.4 Grading Plans. The donation of the Property is subject to the City's preparation and Donor's approval of grading plans for the Property. The City shall prepare grading plans for the Property and submit such plans to Donor for review and approval. Donor shall not unreasonably withhold, condition, or delay approval of such grading plans. If Donor does not approve the grading plans, Donor shall provide the City with specific objections in writing within sixty (60) days of receipt of the grading plans. The City shall then have sixty (60) days to revise the grading plans to address Donor's objections and resubmit the revised grading plans to Donor for approval.

1.5 Reversion of Title for Non-Commencement. The Property is donated for the purpose of constructing and operating Public Safety Facility. In the event the City has not "commenced construction" of the Public Safety Facility on the Property within ten (10) years from the Closing Date, then the fee simple title to the Property shall, at the option of the Donor, automatically revert to the Donor, and the City shall execute a quitclaim deed or such other instruments as may be necessary to return the Property to the Donor.

1.5.1 Definition of Commencement. For purposes of this Section, "commenced construction" shall be defined as to begin or cause to begin, as part of a continuous program, the placement, assembly, or installation of facilities or equipment; or to conduct significant site preparation work, including clearing excavation or removal of existing buildings, structures, or facilities, necessary for the placement, assembly, or installation of facilities; or equipment for the Public Safety Facility. This provision shall survive the Closing and shall not merge with the Warranty Deed.

2. REPRESENTATIONS AND WARRANTIES OF DONOR

2.1 Authority. Donor has full power and authority to enter into this Agreement and to perform all obligations hereunder. The execution, delivery, and performance of this Agreement by Donor have been duly authorized by all necessary action, and this Agreement constitutes the legal, valid, and binding obligation of Donor, enforceable against Donor in accordance with its terms.

2.2 Title to Property. Donor is the sole owner of fee simple title to the Property and has good and marketable title thereto, free and clear of all liens, encumbrances, and restrictions, except for those specifically set forth in this Agreement or otherwise accepted by the City in writing.

2.3 No Conflicts. The execution, delivery, and performance of this Agreement by Donor will not conflict with or result in a violation of any agreement, contract, law, rule, regulation, or court order to which Donor is a party or by which Donor or the Property is bound.

2.4 No Litigation. There is no pending or, to the best of Donor's knowledge, threatened litigation, proceeding, or investigation relating to the Property or that would prevent or impair Donor's ability to perform its obligations under this Agreement.

2.5 No Hazardous Materials. To the best of Donor's knowledge, there are no hazardous materials, substances, or wastes located on, in, or under the Property in violation of any applicable environmental laws.

2.6 No Leases. There are no leases, licenses, or other agreements granting any person or entity the right to use or occupy the Property or any portion thereof.

2.7 No Condemnation. There is no pending or, to the best of Donor's knowledge, threatened condemnation or similar proceeding affecting the Property or any portion thereof.

2.8 Authority. The City has full power and authority to enter into this Agreement and to perform all obligations hereunder. The execution, delivery, and performance of this Agreement by the City have been duly authorized by all necessary action, and this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms.

2.9 Survival. The representations and warranties set forth in this Section 2 shall survive the Closing.

3. INFRASTRUCTURE IMPROVEMENTS

3.1 Infrastructure Improvements. The City agrees to make certain infrastructure improvements, as described herein, that will benefit both the Property and surrounding areas owned by Donor, which will help facilitate residential development and benefit the City.

3.2 Roadway Access. The City agrees to provide roadway access to the Property facility and to maintain such roadway in accordance with City standards.

3.3. Sewer Installation. The City agrees to install a pressure sewer line with grinder pump to Donor's residence by April 1, 2027 (the "Sewer Installation Date"). The City shall be responsible for all costs associated with the installation of the pressure sewer line and grinder pump, Future maintenance of the pressure line will be at the owner's expense and grinder pump shall be at the City's expense. Donor shall connect the gravity sewer from residential dwelling to grinder pump at Donor's expense, except as otherwise provided in this Agreement.

3.4 Grinder Pump. Donor agrees to provide electric service for the grinder pump to be installed by the City. The City agrees to maintain the grinder pump.

3.5 Gravity Sewer. City agrees to design and construct a gravity sewer line with manholes and Route 37 Highway bore from existing MH A62 north for a distance of approximately 325 LF. The gravity sewer line shall be constructed within 24 months of the execution of this agreement. Donor agrees to donate a 20' wide permanent utility easement along the route for the infrastructure built on donor's property.

3.6 Future Gravity Sewer. The city, at their expense, agrees to design and construct an 8" min diameter gravity sewer line within twenty-four (24) months from the date of a formal preliminary subdivision plat and engineering plans of the Donors property which have approved by Planning and Zoning, city staff and City council. The sewer route with manholes shall begin from the termination of item 3.5 north for a distance of approximately 1230 LF. The route shall be determined by detailed engineering plans based on routes that best serve the property. A 20' wide permanent utility easement will be part of the route that best serves the property and the mentioned gravity sewer line.

3.7 Utilities Easement. Donor hereby grants to the City a thirty-foot (30') wide permanent utility easement for electric service to the house and sewer grinder pump pressure line, as more particularly described and set forth in **Exhibit B** attached hereto and incorporated herein by reference (the "Utilities Easement"). The Utilities Easement shall be perpetual, permanent, and shall run with the land. The easement description shall be prepared by the City.

3.8 Access to Easement. The City shall have the right to access the Utilities Easement at all reasonable times for the purpose of installing, constructing, reconstructing, maintaining, repairing, and operating the utilities within the Utilities Easement.

3.9 Restoration of Property. The City agrees to restore the surface of the Property to its original condition, to the extent reasonably practicable, following any installation, construction, reconstruction, maintenance, repair, or operation of utilities within the Utilities Easement.

4. ECONOMIC DEVELOPMENT AND PUBLIC BENEFIT

4.1 Enhanced Services. The construction and operation of the Public Safety Facility on the Property will provide enhanced fire protection services to the surrounding area, which will benefit both the residents of the City and Donor's remaining property.

4.2 Community Benefits. The Parties acknowledge that the donation of the Property and the construction and operation of the Public Safety Facility will provide significant benefits to the community, including improved public safety and potential economic development opportunities.

5. GENERAL PROVISIONS

5.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. This Agreement, and exhibits incorporated herein, shall transfer with any change of Donorship of the Property or any portion thereof.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

5.3 Amendment. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule.

5.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

5.7 No Merger. The provisions of this Agreement obligating City or Donor past the closing date shall not merge with the deed conveying the Property to the City, and the provisions of this Agreement shall survive the closing of the donation of the Property.

5.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth below:

City of Monett:

City of Monett, Missouri
Attention: City Administrator
217 5th Street
Monett, Missouri 65708
Email: _____

Property Donor:

Peter C. Rauch
Betty M. Rauch

5.9 Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

5.10 Time of Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

5.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

5.12 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

5.13 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5.14 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

5.15 Attorneys' Fees, Court Costs, and Legal Expenses. In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party

shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

5.16 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

5.17 Effective Date. This Agreement becomes effective upon the signature of both parties and approval by the Monett City Council.

5.18 Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that the City is a municipal corporation and its fulfillment of financial or performance obligations under this Agreement is contingent upon the annual appropriation of sufficient funds by the Monett City Council. In the event the City Council fails to appropriate funds for the construction or operation of the Public Safety Facility or commence its other obligations under this Agreement, the City shall have the right to terminate this Agreement without penalty or further obligation, provided that the City provides written notice to the Donor in accordance with Section 5.8.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF MONETT

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Name: _____

Date: _____

OWNER

Signature: _____

Name: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF MISSOURI)

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person who executed the foregoing instrument on behalf of the City of Monett, and acknowledged that he/she executed the same as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person who executed the foregoing instrument on behalf of the City of Monett, and acknowledged that he/she executed the same as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Insert legal description of the 3-acre property located in the North portion of the City of Monett]

EXHIBIT B

LEGAL DESCRIPTION OF THE UTILITIES EASEMENT

[Insert legal description of the thirty-foot (30') utilities easement for electric and sewer services]



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: May 14, 2026

Re: Limited repairs for the City Hall Auditorium to work toward a potential attraction for the downtown district.

GENERAL INFORMATION

The Monett City Hall has a second-floor auditorium which seats 547. The space has been used in past years for a variety of purposes. The space could be repurposed to provide entertainment space to draw crowds downtown. The space could be used for acoustic sets of musical talent and other entertainment which requires minimum sound and light production.

The elevator shaft was separating from the building. This was addressed by the Council at the April 24, 2025, Work Session and later approved for repairs. This repair has been completed. The elevator will need to be inspected to ensure it is in operating condition. The elevator is needed to comply with ADA regulations.

At the July 10, 2025 Special Work Session the discussion about the auditorium centered on economic growth. The Economic Development Committee has a work group which has looked at ways to use music as an economic driver. Currently there are events within the downtown district utilizing music to draw large crowds. The space could be used on a limited basis for the same purpose.

At the April 23, 2026 Council Work Session the discussion centered on the formation of a Monett Art Commission. The expansion of art in downtown Monett could increase the need for a venue. The City Hall Auditorium could serve the purpose of an art venue. The Springfield Gillioz has visited the venue and is in communication with city representatives.

The Council heard at the April 23, 2026 the need for repairs to the auditorium. This includes the elevator and the HVAC system.



PROPOSAL

Make limited repairs and improvements to the City Hall Auditorium which would allow the use of the venue.

RECOMMENDATION

Approval of the repairs as listed in the Resolution.

ATTACHMENTS

-
- Resolution

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI TO CONDUCT LIMITED REPAIRS ON THE CITY HALL
AUDITORIUM.**

WHEREAS, the City of Monett supports the use of all properties owned and operated by the City; and

WHEREAS, the City of Monett desires to revitalize the downtown district by adding attractions and activities to enhance the quality of life in the community; and

WHEREAS, the City of Monett supports the efforts to enhance the downtown district by community organizations and groups; and

WHEREAS, the City of Monett recognizes the citizens' desire for quality of life in the community.

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

SECTION 1: The City of Monett shall enter into a contract with TK Elevator PO Box 3796 Carol Stream, IL. 60132-3796.

SECTION 2: The contracted amount shall be a total of \$25,503.23 as referenced by TK-2026-00431083.

SECTION 3: The City of Monett shall execute two service orders with Gold Mechanical Inc 4735 W. Division, Springfield, Missouri 65802 who serve as the contracted HVAC provider for the city.

SECTION 4: The City of Monett shall approve service order #461 and #466 for the repairs of the HVAC serving the City Hall Auditorium. The total cost is \$4875.06.

SECTION 5: The City of Monett shall approve the service order # _____ for additional services to the HVAC system serving the City Hall Auditorium.

SECTION 6: The Community Development Department for the City of Monett shall conduct an inspection of the facilities prior to the approval of occupancy.

SECTION 7: The funding of this project will come from the Park Tax, and the oversight of the City Hall Auditorium shall fall to the Monett Parks Department.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of May, 2026

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

Repair Work Order



MONETT CITY HALL

February 17, 2026

Purchaser: CITY OF MONETT
Address: 217 5TH ST
MONETT, MO 65708-2310

Location: MONETT CITY HALL
Address: 217 5TH ST
MONETT, MO 65708-2310

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Twenty Five Thousand Five Hundred Three Dollars and Twenty Three Cents (\$25,503.23)** pursuant to the terms and conditions contained in this Work Order (the "Work Order"). Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Work Order but also all applicable sales tax.

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
LOBBY	US51725	Repairs	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at -.

We appreciate your consideration.

Regards,

Joshua Schroeder
TK Elevator Corporation
5247 N 23rd St
Ozark MO 65721
josh.schroeder@tkelevator.com |-

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Repairs

TK Elevator will furnish labor and materials to perform repair work on the above referenced elevator. Labor provided will include a certified elevator mechanic and be an estimated three (3) crew days. Materials provided shall be in compliance of ASME code standards.

This work shall include the following materials and adjustments as applicable:

- up to 15 gallons of hydraulic oil
- replacement of pick-up rollers
- replacement of plc battery
- replacement of 6V battery
- replacement of car guides
- alignment of rails
- adjustment of door clutch
- adjustment of cab steadiers

*Phone equipment troubleshooting will be provided to identify correlated issues. The existing phone does not have voltage.

TK Elevator will perform an inspection upon completion of work with the customer's third party inspection company. The customer will be responsible for any related inspection fees.

No other work is represented by this proposal.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as a non-refundable initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order - under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Repair Work Order



Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$25,503.23
Initial progress payment:	(50%)	\$12,751.62
Total due upon completion:	(50%)	\$12,751.62

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincial or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

CITY OF MONETT (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Adam Rinn Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST
 CITY OF MONETT
 217 5TH ST
 MONETT MO, 65708-2310

Date	Terms	Reference ID	Customer Reference # / PO
February 17, 2026	Immediate	TK-2026-00431083	
Total Contract Price:			\$25,503.23
Down Payment:		(50%)	\$12,751.62

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at -. To make a payment by phone, please call 678-4242108 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: CITY OF MONETT
 Location Name: MONETT CITY HALL
 Customer Number: 36486
 Quote Number: 2026-2-2042687

Reference ID: TK-2026-00431083

Remittance Amount: \$12,751.62

Remit To:
 TK Elevator
 PO Box 3796
 Carol Stream, IL
 60132-3796

For overnight checks,
 please send to:

Deluxe
 TK Elevator 3796
 5450 N. Cumberland Ave.
 Chicago, IL 60656



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: MONETT CITY HALL
Street Address: 217 5TH ST
City State, Zip: MONETT, MO 65708-2310

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: _____
Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: _____
Customer Email

TK Elevator Representative

Name: Joshua Schroeder
Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Manager
Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
 - Service Department
 - Branch Manager
 - Repair Department
- Phone Number

Comments:



QUOTE ID: 461
SERVICE: City of Monett
LOCATION:
STREET: 217 5th Street
CITY: Monett, MO 65708

CONTACT: Invoicing ext:2410
accounts payable@monettmo.gov
DATE SUBMITTED: 04/14/2026
PREPARED BY: --

DESCRIPTION:

City Of Monett- City Hall- AH#3 (2nd floor attic) blower motor bracket replacement

SCOPE OF WORK:

Access AH#3 in the 2nd floor attic space. Remove blower motor to gain access to the blower motor bracket. Replace the cracked/defective blower motor bracket. reinstall motor and verify overall operation after repairs have been made.

Table with 2 columns: ITEM, TOTAL. Rows include Labor Regular Time, motor bracket, Shipping, and Total (\$2,265.16).

SIGNATURE

PRINT NAME

DATE

TERMS AND CONDITIONS

- 1. Applicable sales tax and freight are included.
2. Prices are valid for 15 days from this date.
3. If bond required add 1%.
4. Payment terms are net thirty days.
5. This proposal includes only those services and/or repairs specified above.
6. The above quote is subject to progress billing for any stored materials.



QUOTE ID: 466
SERVICE: City of Monett
LOCATION:
STREET: 217 5th Street
CITY: Monett, MO 65708

CONTACT: Invoicing ext:2410
accounts payable@monettmo.gov
DATE SUBMITTED: 04/15/2026
PREPARED BY: --

DESCRIPTION:

City Of Monett- City Hall AH#1 blower motor replacement (2nd floor attic)

SCOPE OF WORK:

Isolate power on AH#1 in the 2nd floor attic space. Remove and replace the supply blower motor due to having bad bearings. Reconnect wiring to new motor and power up unit. Verify proper operation after repairs have been made.

Table with 2 columns: ITEM, TOTAL. Rows include Labor Regular Time, OEM blower motor, Shipping, and Total (\$2,609.90).

SIGNATURE

PRINT NAME

DATE

TERMS AND CONDITIONS

- 1. Applicable sales tax and freight are included.
2. Prices are valid for 15 days from this date.
3. If bond required add 1%.
4. Payment terms are net thirty days.
5. This proposal includes only those services and/or repairs specified above.
6. The above quote is subject to progress billing for any stored materials.



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 & Commissioner

From: City Administrator

Date: May 14, 2026

Re: Barry County Emergency Services for the City of Monett Fire and Police departments to the dispatching of the Lawrence County portion of the City of Monett

GENERAL INFORMATION

The City of Monett is divided between Barry and Lawrence County. The dispatch services for City of Monett Public Safety are handled through the Barry County Emergency Services E911 Dispatch Center located at 4011 Main St, Cassville, MO 65625. A letter dated March 24, 2026 provides a quote for services for the Lawrence County portion of dispatched calls for City of Monett Public Safety. Letter is within the Council Packet.

PROPOSAL

For the purpose of public safety the City of Monett Fire Chief and Police Chief have supported this proposal as presented by the Barry County Emergency Services 4011 Main St, Cassville, MO 65625.

RECOMMENDATION

Approval of the Ordinance authorizing the City of Monett to extend a five year agreement with the Barry County Emergency Services for the Lawrence County portion of dispatching.

ATTACHMENTS

- Letter from Barry County Emergency Services
- Ordinance



A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO ENGAGE IN AN INTERGOVERNMENTAL PARTNERSHIP AGREEMENT FOR THE DISPATCHING SERVICES FOR LAWRENCE COUNTY.

WHEREAS, the City of Monett boundaries expand over Barry and Lawrence Counties; and

WHEREAS, the need for dispatch emergency services for public safety for the welfare of residence and visitors to the City of Monett; and

WHEREAS, the City uses the services of Barry County Emergency Service for dispatch of Fire and Police within Barry and Lawrence County; and

WHEREAS, the City of Monett is provided with the services for Barry County dispatch through sales tax receipts.

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

SECTION 1: An Intergovernmental Partnership Agreement be entered between the City of Monett and Barry County Emergency Services 40011 Main Street PO Box 910 Cassville, Missouri 65625.

SECTION 2: The City of Monett shall pay the amount as outlined in the letter of explanation provided by the Barry County Emergency Services for the Lawrence County dispatching services.

SECTION 3: The engagement of service with the Barry County Emergency Services shall begin July 1, 2026 and extend until July 1, 2031.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of May, 2026

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



Barry County Emergency Services

4011 Main Street
PO Box 910
Cassville, MO 65625

417.846.4911

director@barrycountye911.gov

www.barrycountye911.gov

Tuesday, March 24, 2026

To: City of Monett/Chief

Barry County E9-1-1 has provided this quote below annually for us providing service for Monett Fire and Police for Lawrence County. This amount covers the Lawrence County portion of calls and is based on an annual call volume of 3,200. *This number was from March 1st, 2024, through February 28th*, there is no cost for the Barry County portion of calls because those calls are already paid for with the sales tax we receive.

The figure above is based on the average wages (\$34.27) not including benefits for One and a half fully trained dispatchers who have met ACE (accredited EMD, EPD dispatching) standards on processing and dispatching of the call and the same high standards with EFD as well. However, not accredited in that protocol at this time. I do have more dispatchers in the room, however, normally it would be 1.5 of staff members "working" a call. This dollar amount takes into consideration your average time spent on a call rounded to the closest quarter of the time is 45 minutes. This includes answering and dispatching, assisting the officers with MULES inquiries, transport, mutual aid, reports, etc. It also considers that our dispatcher(s) are not always actively inputting data or processing the call after the initial report/on scene but monitors traffic until completion of call and logging as appropriate.

1.5 Dispatchers x 3,200 calls/annually for Lawrence County x (.75 of an hour) 45 minutes of time commitment) \$93,985/annually- Do to this increase in price and further review. We are proposing a flat fee of \$50,000 /annually with a \$5,000 annual increase to be reviewed after 5 years, in June 2031.

This cost does not include any infrastructure costs that may be incurred or any updates of equipment that may become necessary for proper operations-upkeep.

As you are aware, this agency has set forth a high standard for my staff to follow. We feel by meeting the ACE level, the citizens of Barry County and the surrounding area have the best level of service possible. We take much pride in our accomplishments, staying current with technology and standards, and having some of the best people in the industry working at this center.

This letter is about future planning and budgets. I look forward to discussing this further, if needed. Feel free to reach out if you have any questions. Invoice will follow in April. Service is provided from July 1st to June 30th, 2027.

Respectfully,

Mike Phillips, ENP
Executive Director



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 & Commissioner

From: City Administrator

Date: April 23, 2026

Re: Barry-Lawrence Economic Development Alliance

GENERAL INFORMATION

The Springfield Area Chamber of Commerce has revitalized the Ozark Regional Economic Partnership (OREP) to ensure the region is developing strong economic development collaboration. OREP is comprised of ten (10) counties of which Barry & Lawrence are included. OREP is made up of regional partnerships and alliances which represent geographical regions. Most of the partnerships are connected by the counties. The only three counties within OREP which have no partnership or alliance is Dade, Barry, & Lawrence Counties. The idea of a regional partnership has been discussed over the years. The renewal and focus of OREP has sparked interest in the formation of the Barry-Lawrence Economic Development Alliance (B-L EDA). The concept was discussed in September 2025 with area leadership from municipalities, regional chamber leadership, and county leadership. On October 30 the initial gathering of the proposed concept was attended by 40 state, regional, and local organizations. A committee was formed to draft a charter and later by-laws for the Barry-Lawrence Economic Development Alliance. Those documents and a participation agreement have been completed. On March 6, 2026, the charter of the B-L EDA was presented. The B-L EDA is reliant on collaboration between the county leadership, chamber leadership, and city leadership.

The B-L EDA Committee has chosen to slow the process and gain clarity on the benefits and strategy associated with partnering. Tuesday May 5 has been set for a work session to define strategy for the B-L EDA.

The cities of Cassville and Aurora have conducted open meeting discussions about the B-L EDA. Barry County has discussed the concept and has appointed the Presiding Commissioner as the lead. Lawrence County has discussed without defined action.



Three of the B-L EDA Committee attended the OREP meeting on Wednesday April 8, 2026. An elected official from the City of Mount Vernon with knowledge of B-L EDA and OREP was also present.

PROPOSAL

Council to read the charter, by-laws, and participation agreement. Discussion on the concept.

RECOMMENDATION

Staff is recommending the City of Monett be an active member with Barry-Lawrence Economic Development Alliance and with Ozark Regional Economic Partnership.

ATTACHMENTS

-
- Charter, By-Laws, Participation Agreement for Barry-Lawrence Economic Development Alliance

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI ENGAGEMENT IN AN INTERGOVERNMENTAL
PARTNERSHIP AGREEMENT FOR THE FORMATION OF THE BARRY-
LAWRENCE ECONOMIC DEVELOPMENT ALLIANCE.**

WHEREAS, the City of Monett states in the mission state of the city the need for, *“Professionally provide superior city services and economic development, while enhancing quality of life”*; and

WHEREAS, the need for a regional presence to enhance the economic development influence within Southwest Missouri is vital; and

WHEREAS, the City recognizes the need to collaborate with Barry County and Lawrence County for economic development and growth; and

WHEREAS, the City of Monett is an active member of Ozark Regional Economic Partnership (OREP) who encourages county partnerships and collaboration.

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

SECTION 1: An Intergovernmental Partnership Agreement be entered as a first step of support of the formation of the Barry-Lawrence Economic Development Alliance.

SECTION 2: The City Administrator be named as the City of Monett representative on the Board for the Barry-Lawrence Economic Development Alliance upon final formation.

SECTION 3: The engagement of service with the Barry-Lawrence Economic Development Alliance begin with the approval of this resolution.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this 14th day of May, 2026

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

REVISED from meeting 3/6/2026

REVISED from meeting 2/11/2026

Barry–Lawrence County Economic Development Alliance

I. Purpose and Formation

A. Purpose

Establish the Barry–Lawrence County Economic Development Alliance (“the Alliance”) to coordinate economic development efforts across Barry and Lawrence Counties through a unified, professional, and regionally aligned framework.

B. Intent

The Alliance is intended to:

1. Strengthen collaboration among counties, cities, and partners;
2. Improve business retention, expansion, and attraction outcomes;
3. Align local economic development efforts with regional strategies;
4. Preserve local authority while benefiting from shared strategy and coordination.

II. Regional Alignment

A. Relationship to OREP

The Alliance shall operate in coordination with the Ozarks Regional Economic Partnership (OREP) to ensure:

1. Consistent use of regional data and analytics;
2. Coordinated response to business prospects when appropriate;
3. Alignment with regional marketing, site readiness, and workforce initiatives;
4. Avoidance of counterproductive competition among local jurisdictions.

B. Regional Mindset

The Alliance recognizes that economic success in one community contributes to the overall strength of the region.

III. Mission and Scope

A. Mission Statement

To collaboratively advance economic opportunity in Barry and Lawrence Counties by supporting existing businesses, attracting new investment, aligning workforce development, and coordinating infrastructure readiness through a unified regional approach.

B. Geographic Scope

The Alliance serves:

- Barry County and Lawrence County;
- Cities within both counties, including Cassville, Monett, Aurora, and Mt. Vernon;
- Unincorporated areas and eligible economic development sites.

IV. Membership and Participation

A. Participating Entities

Participation may include:

- County governments;
- Municipal governments;
- Chambers of Commerce;
- Economic development organizations;
- Workforce, education, and infrastructure partners;
- Utilities and other public or nonprofit entities aligned with the Alliance’s mission.

B. Participation Expectations

Membership expectations, voting rights, and other duties (if any) shall be defined in bylaws or operating policies.

V. Governance Structure

A. Board Composition (Seven Members)

The Alliance shall be governed by a seven-member Board consisting of:

1. One representative from the City of Cassville
2. One representative from the City of Monett
3. One representative from the City of Aurora
4. One representative from the City of Mt. Vernon
5. One representative appointed by the Barry County Commission
6. One representative appointed by the Lawrence County Commission
7. One at-large member representing Education/Workforce

B. Governance Principles

The Board shall operate under principles of:

- Balanced geographic representation;
- Transparency and professionalism;
- Respect for local authority;
- Confidential handling of business prospect information;
- Clear conflict-of-interest standards.

C. Officers and Committees

Officers, terms, and any standing committees shall be defined in bylaws.

VI. Strategic Focus Areas

The Alliance shall focus on a limited number of shared priorities:

- **Business Attraction and Site Development**
Alignment of sites, infrastructure readiness, and marketing materials.

- **Infrastructure and Workforce Readiness Advocacy**
Support for investments in utilities, transportation, broadband, and industrial readiness.
- **Regional Data and Marketing Coordination**
Use of consistent data, metrics, and messaging aligned with regional standards.

VII. Business Prospect and Lead Management

A. Protocols

The Alliance shall adopt written protocols addressing:

- Receipt and tracking of business inquiries;
- Coordination with OREP on regional prospects;
- Fair sharing of opportunities among communities;
- Confidentiality and ethical standards.

VIII. Performance Measures and Reporting

A. Key Metrics

The Alliance shall track outcomes such as:

1. Jobs created or retained;
2. Capital investment;
3. Business engagement activities;
4. Workforce and site readiness improvements.

B. Reporting

An annual summary of activities and outcomes shall be prepared and shared with participating entities.

IX. Communication and Branding

A. Unified Identity

The Alliance shall maintain consistent branding and messaging reflecting:

1. Business opportunity;
2. Community success;
3. Regional collaboration.

B. Public Communication

Clear communication protocols shall guide public announcements, marketing efforts, and stakeholder updates.

X. Review and Amendment

A. Review Cycle

The charter and strategic priorities shall be reviewed periodically, no less than two years.

B. Amendments

Amendments may be made with approval of the Board under procedures defined in the bylaws.

Intergovernmental Partnership Agreement

I. Formation of the Alliance

The undersigned governmental entities and participating organizations hereby establish the **Barry–Lawrence County Economic Development Alliance (“the Alliance”)** as a voluntary regional collaboration to coordinate economic development activities across Barry and Lawrence Counties. The Alliance is formed in recognition that sustainable economic growth is strengthened through regional cooperation while preserving the unique identity and authority of individual communities.

II. Shared Principles

- Economic development is essential to the long-term economic health and quality of life in Barry and Lawrence Counties.
- Regional cooperation enhances the ability of communities to attract investment and opportunity.
- Individual community identity and local decision-making authority must be respected and preserved.
- Shared data, communication, and coordination strengthen regional competitiveness.
- Workforce development, infrastructure readiness, and business investment are interconnected drivers of economic success.

III. Purpose of the Alliance

1. Coordinate economic development activities among Barry and Lawrence Counties and participating communities.
2. Support business retention, expansion, and attraction initiatives.
3. Promote infrastructure and workforce readiness necessary for economic growth.
4. Foster collaboration among government, education, business, and workforce partners.
5. Align local economic development strategies with regional initiatives led by the Ozarks Regional Economic Partnership.

IV. Relationship to Ozarks Regional Economic Development

The Alliance recognizes the value of regional collaboration and intends to coordinate with the **Ozarks Regional Economic Partnership (OREP)** when appropriate. This coordination may include:

- Participation in regional data initiatives
- Collaboration on business recruitment opportunities
- Sharing of regional economic information
- Alignment with regional workforce and infrastructure priorities

VI. Participation

Participation terms and voting rights shall be defined in the Alliance Bylaws. Participation in the Alliance may include:

- Barry County
- Lawrence County
- Cities and municipalities within both counties
- Chambers of Commerce
- Economic development organizations
- Workforce and education partners
- Utilities and infrastructure providers

VII. Duration

This agreement shall remain in effect unless modified or withdrawn by participating entities. Participating entities may withdraw with written notice to the Alliance Board.

VIII. Review

The Alliance Agreement and Charter shall be reviewed periodically to ensure continued alignment with economic development priorities.

IX. Execution

By signing this agreement, participating entities affirm their commitment to collaborative regional economic development and the shared objectives of the Alliance.

Partnership Organization

Date

Barry–Lawrence County Economic Development Alliance Bylaws

Article 1 — Board of Directors

The Alliance shall be governed by a seven-member Board consisting of:

1. City of Cassville representative
2. City of Monett representative
3. City of Aurora representative
4. City of Mt. Vernon representative
5. Barry County Commission appointee
6. Lawrence County Commission appointee
7. One Education/Workforce representative

Article 2 — Officers

Terms of office shall be one year and rotate unless otherwise determined by the Board by vacancy need. The Board shall elect officers including:

Chair
Vice Chair
Secretary

Article 3 — Meetings

The Board shall meet each month with a quarterly meeting of the Alliance total membership. Special meetings may be called by the Chair or by a majority of Board members.

Article 4 — Quorum

A majority of the Board shall constitute a quorum for conducting business.

Article 5 — Voting

Each Board member shall have one vote. Decisions shall be made by a majority vote of members present unless otherwise specified.

Article 6 — Conflict of Interest

Board members shall disclose any conflicts of interest related to economic development projects or prospect activity. Members with a conflict shall abstain from related votes.

Article 7 — Business Prospect Confidentiality

Information related to business prospects, site selection, or investment inquiries shall be treated as confidential and handled in accordance with established Alliance protocols.

Article 8 — Committees

The Board may establish committees to assist with Alliance priorities, including: Business Attraction, Workforce Development, and Infrastructure and Site Readiness.

Article 9 — Amendments

These bylaws may be amended by a two-thirds vote of the Board.

Barry–Lawrence County Economic Development Alliance

Article I — General

Section 1. Name

This organization shall be known as the **Barry–Lawrence County Economic Development Alliance (“the Alliance”)**.

Section 2. Purpose

The Alliance coordinates and advances a strong, competitive, and sustainable regional economy through collaboration among public, institutional, and community partners.

Section 3. Legal Compliance

The Alliance shall comply with all applicable local, state, and federal laws governing public entities and economic development activities.

Article II — Participation and Membership

Section 1. Eligibility

Participation may include:

- County governments
- Municipal governments
- Chambers of Commerce
- Educational and workforce institutions
- Utilities and infrastructure providers
- Other public or nonprofit partners aligned with the Alliance’s mission

Section 2. Representation

Each participating entity shall designate one official representative to serve as its voting member.

Section 3. Withdrawal

Any participating entity may withdraw from the Alliance with written notice.

Section 4. Removal

A participating entity may be removed by a two-thirds vote of the Board for actions inconsistent with the mission or principles of the Alliance.

Article III — Board of Directors

Section 1. Composition

The Alliance shall be governed by a seven-member Board as defined in the adopted Charter.

Section 2. Authority

The Board shall:

- Establish policy and strategic direction;
- Coordinate regional economic development efforts;
- Approve priorities, initiatives, and any expenditures;
- Ensure accountability to participating entities.

Section 3. Vacancies

Vacancies shall be filled by the original appointing entity.

Section 4. Conflict of Interest

Board members shall disclose any conflicts of interest and abstain from discussion or voting where appropriate.

Article IV — Officers

Section 1. Officers

The Board shall elect the following officers:

- Chair
- Vice Chair
- Secretary

(Treasurer role removed unless financial structure evolves in the future.)

Section 2. Duties

Chair:

Presides over meetings, sets agendas, and provides leadership to the Alliance.

Vice Chair:

Performs duties of the Chair in their absence.

Secretary:

Maintains meeting records, minutes, and official documents.

Section 3. Terms

Officers shall serve one-year terms and may be re-elected.

Section 4. Removal

Officers may be removed by a two-thirds vote of the Board.

Article V — Meetings

Section 1. Regular Meetings

The Board shall meet no fewer than **quarterly**.

Section 2. Special Meetings

Special meetings may be called by the Chair or a majority of Board members.

Section 3. Quorum

A majority of Board members shall constitute a quorum.

Section 4. Notice

Reasonable notice shall be provided in advance of meetings, along with agendas and supporting materials when available.

Article VI — Committees

Section 1. Standing Committees

The Board may establish committees as needed, including:

- Business Attraction and Site Development
- Workforce and Education Alignment
- Infrastructure and Readiness

Section 2. Authority

Committees serve in an advisory capacity and shall not take independent action without Board approval.

Article VII — Financial Practices

(Scaled appropriately since there are no dues or staff)

Section 1. Financial Oversight

The Alliance may coordinate funding or resources for specific projects as approved by the Board.

Section 2. Expenditures

Any expenditures or financial commitments must be approved by the Board.

Section 3. Fiscal Responsibility

All financial activities shall be transparent and documented, with reports provided to participating entities as needed.

Article VIII — Business Prospect Confidentiality

All information related to business prospects, site selection, or economic development opportunities shall be treated as confidential and handled in accordance with Alliance protocols.

Article IX — Parliamentary Authority

The current edition of **Robert's Rules of Order** shall govern proceedings where not inconsistent with these bylaws.

Article X — Indemnification

To the fullest extent permitted by law, the Alliance shall indemnify its Board members and authorized representatives against liabilities incurred in good faith performance of their duties.

Article XI — Amendments

These bylaws may be amended by a two-thirds vote of the Board, provided prior notice of proposed changes is given.



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

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

Staff Report

To: City Council
From: Community Development Director
Date: May 13, 2026
Re: Appointment of Alternates to the Board of Adjustments

GENERAL INFORMATION

At a Board of Adjustment meeting scheduled on April 23rd, 2026, the Board was unable to meet quorum requirements (4 of 5) under Missouri State Statute. Currently the Board of Adjustment consists of 5 appointed members, and no alternates. Due to foreseeable issues with ability to meet quorum under the existing requirements, a need was identified in April to appoint and approve alternates to the City's Board of Adjustment so that standby members could be available on short notice to conduct business. Furthermore, the appointment and Council approval of alternates at the May 14th City Council Meeting would provide enough time for those alternates to receive training deemed necessary by the City's Counsel.

Two candidates have been identified, appointed by the Mayor, and have accepted:

- Mr. Eric Sarver
- Mr. Gerry Bounds

They now require Council approval to be designated as alternates to the Board of Adjustment.

RECOMMENDATIONS

It is the recommendation of the Community Development Director and the City's Counsel that these alternates be approved to help alleviate future quorum issues with the Board of Adjustment.

ATTACHMENTS

There are no attachments to this staff report at this time.

A RESOLUTION APPROVING APPOINTMENT OF ALTERNATES TO THE BOARD OF ADJUSTMENT TO ENSURE RSMo §89 QUORUM REQUIREMENTS

WHEREAS, the Mayor and City Council are responsible for appointments to multiple boards and commissions including the Board of Adjustment; and

WHEREAS, the Mayor hereby appoints the following individuals to serve as alternates to the Board of Adjustment:

	Member	Term Ends
Board of Adjustment:	Eric Sarver	5/14/2031
	Gerry Bounds	5/14/2031

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

Section 1: The Mayor shall appoint, and the City Council shall approve the members to serve on the Board of Adjustment.

Passed and approved by the City Council of Monett, Missouri this 14th day of May, 2026.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



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

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

City Administrator Report 5-14-2026

- Continue to hold weekly meetings with IT Steering Team. Jason Whisman is leading the team as the IT Manager for the City.
- Continued work with the Functional Teal structures. These are standing meetings. The Public Safety Team will be safety committee for the City. HR will be in the discussion. A plan has been worked out for May/June time frame for city safety drills.
 - Weekly Fire Operations
 - Weekly Administrative Team
 - Weekly Governance Team
 - Weekly Communication Team
 - Weekly Operations Team
 - Weekly IT Steering Team
 - Monthly Public Safety Team (Quarterly expanded to regional partners)
- Attended the SMOG Executive Board meeting virtually. I plan to attend in person for the May meeting.
- Conducted the monthly Management Team lunch meeting.
- Held the monthly Economic Development Committee meeting with guest speaker Frank Miller from MoDot.
- Coordinated virtual call with Barry-Lawrence Economic Development Alliance. Developed plan for strategy workshop. Held the workshop Tuesday May 5 at the Aurora City Hall. Rob O'Brian (Mayor of Joplin & revitalized MoKan Partnership) led the session. Representation from Monett, Cassville, Aurora, Mt. Vernon, Barry County, and Lawrence County.
- Attended the monthly Smoke & Sound planning meeting for the Monett Main Street fall event.
- Attended the Community Leadership Luncheon hosted by the Ozark Regional YMCA at the Monett location.
- Coordinated the City of Monett display for the *Southwest Missouri Day* in Jefferson City. Held visits with the Mayor and City Team with Representative Gallick, Representative Boggs, and Senator Moon.
- Scheduled second and expanded audience conversation with BNSF concerning the potential of a loading spur for the City of Monett.

- Continued negotiations with IAFF for labor agreement with City of Monett Fire Department.
- Attended arbitration meeting.
- Attended the Monett Main Street Board of Directors monthly meeting.
- Attended Playground Ribbon cutting in South Park.
- Conducted planning meeting with various agencies for the Freedom Park Celebration June 14.
- Attended the Missouri City Managers Association annual meeting at Lake of the Ozarks.
- Attend the Lunch with a Purpose meeting at Monett Cox Health. Topic was Industrial Athletes and Tactical Athletes safety prevention. City is following up with Fire, Police, and city staff. Implementation plan is being coordinated with Cox Health.
- Conducted the city staff voluntary picnic on May 2.
- Park Superintendent and I led the coordination of the traffic flow for the 5K & Fun Run.
- Attended the Fire Department Chili Supper on March 27.
- Attended the debriefing from MoDot concerning the roundabout at Highway 60 & 97.
- Attended the monthly Coffee with the Mayor event at Great Dave's Coffee Shop.
- Attended monthly Public Safety Team meeting.
- Conducted the Airport Commission meeting on May 7. No quorum so meeting was cancelled.
- Met with CPA Group for assistance with city financial reporting.
- Attended the Ribbon Cutting (*First Cast*) event at South Park Dock.
- Led mock council meeting for Drury GO CAMP Leadership.
- Conducted a work session for moving forward with a first impression plan for the City of Monett. This will be called Project Curb Appeal.
- Will attend Lauber Municipal Law LLC *City Officials Training (COT)* on Friday May 15 in Nevada, Missouri.
- Monthly Kelley Creek update virtual meeting.

Projects

- Pre-design work is being done on the Connector Road between Highway 37 & H
- South Park mega playground is completed.
- Freedom Silo roof construction is completed.
- City wide cleanup is ongoing.
- Storm Water repair at 9th and Cale is ongoing.

For the City Record

- Mr. Kurima withdrew his original application requesting rezoning of 617 & 619 Main from "D" Industrial to "B" multifamily in writing on 4/26/26

March 2026 100% of year complete

Fund	Beginning Cash Balance	Beginning Budget Available	Revenue	Expenses	Available Budget	Ending Cash Balance	Budget Remaining
General Fund	7,022,754	4,334,414	989,219	1,013,922	3,320,492	6,998,051	77%
<i>Government Administration</i>		34,378	884,243	138,773	(104,395)		
<i>Community Development</i>		163,621	-	30,055	133,566		
<i>Municipal Court</i>		32,969	-	7,914	25,055		
<i>Emergency Management</i>		44,237	-	8,301	35,936		
<i>Fire Department</i>		289,429	-	112,357	177,072		
<i>Police Department</i>		282,611	1,501	270,759	11,852		
<i>Cemetery Department</i>		35,044	2,000	16,551	18,493		
<i>Economic Development</i>		55,545	-	997	54,548		
<i>Street Department</i>		550,642	45,231	115,594	435,048		
<i>Casino and Community Building</i>		(62,040)	-	8,148	(70,188)		
<i>Golf Course</i>		126,968	45,522	66,374	60,593		
<i>North Park</i>		(158,187)	-	20,676	(178,863)		
<i>South Park</i>		34,141	-	176,241	(142,100)		
<i>Swimming Pool</i>		1,340	-	-	1,340		
<i>Downtown Park and Pavilion</i>		13,473	-	3,327	10,146		
<i>Airport</i>		(43,410)	10,723	37,854	(81,264)		
Water Fund	3,017,982	100,017	374,411	216,019	(116,002)	3,176,375	-116%
Electric Fund	2,748,846	8,192	2,038,476	1,835,521	(1,827,328)	2,951,801	-22306%
Sewer Fund	2,314,715	2,019,509	358,380	216,032	1,803,477	2,457,063	89%
Fiber Optics Fund	(372,351)	(1,037,886)	9,035	66,935	(1,104,821)	(430,251)	106%
Sanitation Fund	468,137	156,953	82,157	70,077	86,875	480,217	55%
Mechanic Fund	(19,991)	41,006	18,458	14,254	26,751	(15,787)	65%
Use Tax Fund	1,229,602	746,126	94,829	22,461	723,665	1,301,971	97%
Equipment Reserve Fund	2,002,995	317,875	60,000	-	317,875	2,062,995	100%
Fleet Management Fund	245,563	(22,782)	32,607	32,607	(55,390)	245,563	100%
Transportation Sales Tax	4,093,648	2,603,826	396,754	17,757	2,586,068	4,472,644	99%
Park Sales Tax Fund	403,721	157,075	52,362	46,887	110,188	409,196	70%
Airport Improvement Fund	1,431,725	18,073	22,345	28,532	(10,459)	1,425,538	-58%
Water Debt Service Fund	(169,483)	579,182	50,000	-	579,182	(119,483)	100%
Sewer Debt Service Fund	701,819	587,722	65,000	-	587,722	766,819	100%
Runway Expansion Project		-	-	-	(330,676)	(330,676)	
Lead Service Line Inventory		-	176,600	97,200	-	(27,733)	
Totals	25,126,925	10,609,301	4,820,634	3,678,205	6,697,620	25,831,545	

Year to Date Totals 2025-2026

March 2026

100% of Year Complete

Fund	Beginning Cash Balance	Beginning Budget	Revenue	Expenses	Available Budget	Ending Cash Balance	Budget Remaining
General Fund	\$ 6,709,589	\$11,590,701	\$ 6,764,447	\$ 8,270,209	\$ 3,320,492	\$ 8,600,507	29%
<i>Government Administration</i>		\$ 674,250	\$ 5,331,243	\$ 499,526	\$ 174,724		26%
<i>Building and Code Enforcement</i>		\$ 390,100	\$ 82,167	\$ 217,751	\$ 172,349		44%
<i>Municipal Court</i>		\$ 130,600	\$ -	\$ 75,171	\$ 55,429		42%
<i>Emergency Management</i>		\$ 129,100	\$ 35,807	\$ 72,377	\$ 56,723		44%
<i>Fire Department</i>		\$ 1,643,200	\$ 89,717	\$ 964,592	\$ 678,608		41%
<i>Police Department</i>		\$ 3,738,750	\$ 96,110	\$ 2,689,698	\$ 1,049,052		28%
<i>Cemetery Department</i>		\$ 259,408	\$ 22,452	\$ 206,513	\$ 52,895		20%
<i>Economic Development</i>		\$ 75,000	\$ -	\$ 64,577	\$ 10,423		14%
<i>Street Department</i>		\$ 2,207,133	\$ 432,735	\$ 1,746,411	\$ 460,722		21%
<i>Casino and Community Building</i>		\$ 142,550	\$ 36,290	\$ 93,418	\$ 49,132		34%
<i>Golf Course</i>		\$ 921,450	\$ 391,121	\$ 567,841	\$ 353,609		38%
<i>North Park</i>		\$ 221,850	\$ 1,801	\$ 294,103	\$ (72,253)		-33%
<i>South Park</i>		\$ 428,950	\$ 67,060	\$ 419,759	\$ 9,191		2%
<i>Swimming Pool</i>		\$ 74,000	\$ -	\$ 6,888	\$ 67,112		91%
<i>Downtown Park and Pavilion</i>		\$ 46,750	\$ 2,800	\$ 31,694	\$ 15,056		32%
<i>Airport</i>		\$ 507,610	\$ 175,145	\$ 319,889	\$ 187,721		37%
Water Fund	\$ 3,799,664	\$ 4,369,793	\$ 2,457,054	\$ 2,249,537	\$ 2,120,256	\$ 2,540,968	49%
Electric Fund	\$ 5,298,643	\$24,943,379	\$ 17,254,914	\$ 16,958,529	\$ 7,984,850	\$ 2,626,326	32%
Sewer Fund	\$ 1,947,232	\$ 5,503,770	\$ 2,396,684	\$ 2,224,044	\$ 3,279,726	\$ 1,871,442	60%
Fiber Optics Fund	\$ 750,676	\$ 191,150	\$ 81,890	\$ 187,527	\$ 3,623	\$ (439,312)	2%
Sanitation Fund	\$ 388,353	\$ 954,150	\$ 675,086	\$ 588,696	\$ 365,454	\$ 491,179	38%
Mechanic Fund	\$ (45,487)	\$ 217,350	\$ 136,421	\$ 139,165	\$ 78,185	\$ (11,904)	36%
Use Tax Fund	\$ 524,706	\$ 941,000	\$ 648,508	\$ 264,278	\$ 676,722	\$ 1,301,971	72%
Equipment Reserve Fund	\$ 1,542,620	\$ 397,500	\$ 425,000	\$ 83,033	\$ 314,467	\$ 2,062,995	79%
Fleet Management Fund	\$ 256,763	\$ 172,880	\$ 148,246	\$ 240,031	\$ (67,151)	\$ 245,563	-39%
Transportation Sales Tax	\$ 4,084,072	\$ 3,884,000	\$ 1,097,990	\$ 526,342	\$ 3,357,658	\$ 4,395,462	86%
Park and Stormwater Sales Tax	\$ 233,755	\$ 315,000	\$ 415,660	\$ 126,160	\$ 188,840	\$ 371,696	60%
Airport Improvement Fund	\$ 1,142,512	\$ 279,000	\$ 362,103	\$ 578,003	\$ (299,003)	\$ 1,425,538	-107%
Water Debt Service Fund	\$ (67,109)	\$ 805,250	\$ 420,926	\$ 513,099	\$ 292,151	\$ (384,137)	
Sewer Debt Service Fund	\$ 129,206	\$ 590,500	\$ 489,664	\$ 49,111	\$ 541,389	\$ 699,068	
Totals	\$ 26,702,438	\$55,155,423	\$ 33,774,594	\$ 32,997,765	\$ 22,157,658	\$ 25,804,604	40%

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.

I. COURT INFORMATION	Municipality: MONETT	Reporting Period: Apr 1, 2026 - Apr 30, 2026
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		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	82	809	353
B. Cases (citations/informations) filed	9	156	21
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	3	52	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	11	0
6. dismissed by court	0	13	3
7. <i>nolle prosequi</i>	0	8	8
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	3	84	18
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	88	881	356
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	15	1. # Issued during period	0
2. # Served/withdrawn during reporting period	47	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	940		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: MONETT	Reporting Period: Apr 1, 2026 - Apr 30, 2026
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$5,778.66	Court Automation	\$518.89
Clerk Fee - Excess Revenue	\$684.00	Due To Debt Collection	\$628.61
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$21.09	Law Enf Arrest-Local	\$556.24
		Sheriff Retirement-CO/Muni	\$6.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$1,709.74
Total Excess Revenue	\$6,483.75	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$11,956.28
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$12.18
		Total Disbursements	\$11,968.46
Fines - Other	\$2,299.27		
Clerk Fee - Other	\$205.53		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$74.13		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$528.53		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$6.33		
Law Enforcement Training (LET) Fund surcharge	\$148.00		
Domestic Violence Shelter surcharge	\$148.00		
Inmate Prisoner Detainee Security Fund surcharge	\$148.00		
Restitution	\$205.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$3,762.79		

Report: CZR0091B
Office Location: MQ
GL Location: MQ

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Apr-2026 THRU 30-Apr-2026

Date: 4/30/2026
Time: 8:29:05AM
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	3,548.52		14,784.46	225.00	18,107.98	
2000	Accounts Payable				845.79		845.79
2100	Open Items			6,338.15	6,338.15		
2500	Payment Clearing			17,698.07	17,698.07		
5002	Clerk Fee-Municipal				205.53		205.53
5008	Court Automation		14.00		504.89		518.89
5016	CVC Surcharge State		14.26		514.27		528.53
5018	CVC Surcharge Muni				6.33		6.33
5020	Law Enf Arrest-Local				556.24		556.24
5022	LET-Muni		4.00		144.00		148.00
5024	POST-State		2.00		72.13		74.13
5032	Dom Viol - Muni		4.00		144.00		148.00
5034	Restitution			205.00	205.00		
5040	Fine-Muni Ordin Other				2,299.27		2,299.27
5056	Inmate Security Fund		4.00		144.00		148.00
5074	Due to Debt Collection			628.61	628.61		
5102	Clerk Fee-E/R		24.00		660.00		684.00
5118	CVC Surcharge-E/R		.74		20.35		21.09
5141	Fines-E/R		181.00		5,597.66		5,778.66
5212	Sheriff Retirement-CO/Muni				6.00		6.00
5242	eFiling No Case Receipt		225.00	225.00			
7008	Recipient Payable Detail Code			833.61	833.61		
8200	Bond-Posted		3,075.52	585.54	3,649.54		6,139.52
8204	Bond Refund			12.18	12.18		
Totals:		3,548.52	3,548.52	41,310.62	41,310.62	18,107.98	18,107.98

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-Apr-2026 THRU 30-Apr-2026

Date : 4/30/2026
 Time : 9:06:56AM
 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	3,548.52		14,784.46	12,193.46	6,139.52	
2000	Accounts Payable			11,968.46	11,968.46		
2100	Open Items			6,338.15	6,338.15		
2500	Payment Clearing			17,698.07	17,698.07		
5002	Clerk Fee-Municipal			205.53	205.53		
5008	Court Automation		14.00	518.89	504.89		
5016	CVC Surcharge State		14.26	528.53	514.27		
5018	CVC Surcharge Muni			6.33	6.33		
5020	Law Enf Arrest-Local			556.24	556.24		
5022	LET-Muni		4.00	148.00	144.00		
5024	POST-State		2.00	74.13	72.13		
5032	Dom Viol - Muni		4.00	148.00	144.00		
5034	Restitution			205.00	205.00		
5040	Fine-Muni Ordin Other			2,299.27	2,299.27		
5056	Inmate Security Fund		4.00	148.00	144.00		
5074	Due to Debt Collection			628.61	628.61		
5102	Clerk Fee-E/R		24.00	684.00	660.00		
5118	CVC Surcharge-E/R		.74	21.09	20.35		
5141	Fines-E/R		181.00	5,778.66	5,597.66		
5212	Sheriff Retirement-CO/Muni			6.00	6.00		
5242	eFiling No Case Receipt		225.00	225.00			
7008	Recipient Payable Detail Code			833.61	833.61		
8200	Bond-Posted		3,075.52	585.54	3,649.54		6,139.52
8204	Bond Refund			12.18	12.18		
	Totals:	3,548.52	3,548.52	64,401.75	64,401.75	6,139.52	6,139.52

No exceptions noted

Information Displayed Per User Security Authorization
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MISSOURI JUDICIARY
 MONETT MUNICIPAL
 OPEN ITEMS SUMMARY REPORT
 AS OF DATE: 30-Apr-2026

BANK NAME: Monett Municipal Checking
 BANK ACCOUNT NUMBER: 152322612127

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	6,139.52	6,139.52
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		6,139.52

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.

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ALEXANDER, BARRY SCOTT	250673632 CITY OF MONETT V BARRY SCOTT ALEXANDER Charge: 1 25-Mar-2026 ORD300.0Failed To Stop For Steady Red Signal At Crosswalk/ Stop Line/Point Nearest Intersection Disposition: 30-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50 Order Date: 30-Apr-2026 Start Date: 30-Apr-2026		30-Apr-2026 30-Apr-2026
BARAHI, SUNITA	250673390 CITY OF MONETT V SUNITA BARAHI Charge: 1 02-Feb-2026 ORD307.0Defective Equipment Disposition: 06-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50 Order Date: 06-Apr-2026 Start Date: 06-Apr-2026		06-Apr-2026 06-Apr-2026
BARRIENTOS, ANGEL PERALTA	250673616 CITY OF MONETT V ANGEL PERALTA BARRIENTOS Charge: 1 20-Mar-2026 ORD307.0Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50 Order Date: 21-Apr-2026 Start Date: 21-Apr-2026		21-Apr-2026 23-Apr-2026
BAXTER, ASHLEE FAYE	250673549 CITY OF MONETT V ASHLEE FAYE BAXTER Charge: 1 06-Mar-2026 ORD304.0Fail To Stop For School Bus Receiving/Discharging School Children Disposition: 21-Apr-2026 Guilty Plea		

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
BAXTER, ASHLEE FAYE	250673549 CITY OF MONETT V ASHLEE FAYE BAXTER Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$105.50 and Court Costs. Fine Amount: \$ 105.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
BOHN, CODY DWAIN	250673574 CITY OF MONETT V CODY DWAIN Bohn Charge: 1 12-Mar-2026 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 11-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$120.50 and Court Cost Fine Amount: \$ 120.50	Order Date: 11-Apr-2026 Start Date: 11-Apr-2026	11-Apr-2026 11-Apr-2026
BOUSLAUGH, BOBBIE JO	250673649 CITY OF MONETT V BOBBIE JO BOUSLAUGH Charge: 1 27-Mar-2026 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 24-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$49.50 and Court Costs. Fine Amount: \$ 49.50	Order Date: 24-Apr-2026 Start Date: 24-Apr-2026	24-Apr-2026 24-Apr-2026
BURGER, AMANDA GEANNIE	250672748 CITY OF MONETT V AMANDA GEANNIE BURGER Charge: 1 23-Oct-2025 ORD577.0-Dwi - Alcohol Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 2 Years Text: Count 1 - Defendant granted SIS, 2 Years Probation and Court Costs.	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026

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MISSOURI JUDICIARY
 MONETT MUNICIPAL
 JUDGMENT INDEX
 JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
BURGER, AMANDA GEANNIE	250672748 CITY OF MONETT V AMANDA GEANNIE BURGER Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 21-Apr-2026 Due to End: 21-Apr-2028		
BURKHART, MACKENZIE CATHERINE	250673643 CITY OF MONETT V MACKENZIE CATHERINE BURKHART Charge: 1 26-Mar-2026 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 28-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Order Date: 28-Apr-2026 Start Date: 28-Apr-2026 Text: Defendant sentenced to Fine \$120.50 and Court Cost Fine Amount: \$ 120.50		28-Apr-2026 28-Apr-2026
BUTTS, COLTON ROBERT	250673286 CITY OF MONETT V COLTON ROBERT BUTTS Charge: 1 15-Jan-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Start Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		21-Apr-2026 23-Apr-2026
BUTTS, COLTON ROBERT	250673287 CITY OF MONETT V COLTON ROBERT BUTTS Charge: 1 15-Jan-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Start Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		21-Apr-2026 23-Apr-2026

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
CHRISTENSEN, JOHNNA JO	250673442 CITY OF MONETT V JOHNNA JO CHRISTENSEN Charge: 1 13-Feb-2026 ORD301.0-Failed To Register Vehicle Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 07-Apr-2026
CORIANO ROSADO, UZZIEL BARUCH	240411501 CITY OF MONETT V UZZIEL BARUCH CORIANO ROSADO Charge: 1 07-Mar-2025 ORD307.0-Equipment Violation Disposition: 28-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 28-Apr-2026 Start Date: 28-Apr-2026	28-Apr-2026 29-Apr-2026
CROUCH, ALEXANDER WAYNE	250673540 CITY OF MONETT V ALEXANDER WAYNE CROUCH Charge: 1 03-Mar-2026 ORD301.0-Failed To Register Vehicle Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
DRAKE, MORGAN LEE	250672519 CITY OF MONETT V MORGAN LEE DRAKE Charge: 1 10-Sep-2025 ORD569.0-Property Damage Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 2 Years Text: Count 1 - Defendant granted SIS, 2 Years Probation and Court Costs.	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 24-Apr-2026

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
DRAKE, MORGAN LEE	250672519 CITY OF MONETT V MORGAN LEE DRAKE Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 21-Apr-2026 Due to End: 21-Apr-2028	Agency: MONETT MUNICIPAL DIVISION	
DRAKE, MORGAN LEE	250672520 CITY OF MONETT V MORGAN LEE DRAKE Charge: 1 10-Sep-2025 ORD565.0-Domestic Assault Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 21-Apr-2026 Length: 2 Years Text: Count 1 - Defendant granted SIS, 2 Years Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED	Start Date: 21-Apr-2026 Agency: MONETT MUNICIPAL DIVISION	21-Apr-2026 24-Apr-2026
DRAKE, MORGAN LEE	250672702 CITY OF MONETT V MORGAN LEE DRAKE Charge: 1 17-Sep-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 21-Apr-2026 Length: 2 Years Text: Count 1 - Defendant granted SIS, 2 Years Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED	Start Date: 21-Apr-2026 Agency: MONETT MUNICIPAL DIVISION	21-Apr-2026 24-Apr-2026
ELLISON, JOSEPH E	240412249 CITY OF MONETT V JOSEPH E ELLISON Charge: 1 20-Aug-2025 ORD301.0-Failed To Register Vehicle Disposition: 21-Apr-2026 Guilty Plea		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

MISSOURI JUDICIARY
 MONETT MUNICIPAL
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 JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ELLISON, JOSEPH E	240412249 CITY OF MONETT V JOSEPH E ELLISON Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
ELLISON, JOSEPH E	240412250 CITY OF MONETT V JOSEPH E ELLISON Charge: 1 20-Aug-2025 ORD301.0-Display/Possess Plates Of Another Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
ERWIN, BILLY NOAH JOE RIC	210661360 CITY OF MONETT V BILLY NOAH ERWIN Charge: 1 02-Aug-2022 ORD570.0-Stealing/Larceny/Theft Disposition: 31-Mar-2026 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Order Date: 31-Mar-2026 Text: Count 1 - Defendant sentenced to 48 Hours Jail Court Costs Waived.	Start Date: 31-Mar-2026	31-Mar-2026 01-Apr-2026
ERWIN, BILLY NOAH JOE RIC	210661361 CITY OF MONETT V BILLY NOAH ERWIN Charge: 1 02-Aug-2022 ORD570.0-Stealing/Larceny/Theft Disposition: 31-Mar-2026 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Order Date: 31-Mar-2026 Text: Count 1 - Defendant sentenced to 48 Hours Jail Court Costs Waived.	Start Date: 31-Mar-2026	31-Mar-2026 02-Apr-2026
FERNANDEZ GAUCIN, YURIANNA	250673467 CITY OF MONETT V YURIANNA FERNANDEZ GAUCIN Charge: 1 15-Feb-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
FERNANDEZ GAUCIN, YURIANNA	250673467 CITY OF MONETT V YURIANNA FERNANDEZ GAUCIN Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
FOSTER, ROBERT EARL	250673733 CITY OF MONETT V ROBERT EARL FOSTER Charge: 1 13-Apr-2026 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 27-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$80.50 and Court Costs. Fine Amount: \$ 80.50	Order Date: 27-Apr-2026 Start Date: 27-Apr-2026	27-Apr-2026 27-Apr-2026
FRANKS, BRYCE ALEXANDER	250672843 CITY OF MONETT V BRYCE ALEXANDER FRANKS Charge: 1 07-Nov-2025 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 13-Jan-2026 Guilty Plea Sentence or SIS: Fine Text: Defendant sentenced to Fine \$150.50. Fine Amount: \$ 150.50 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50, Stayed \$150.50 SES, 4 Months Probation Court Costs Waived. EXECUTION OF SENTENCE SUSPENDED Fine Amount: \$ 150.50 Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 13-Jan-2026 Due to End: 13-May-2026	Order Date: 31-Mar-2026 Start Date: 31-Mar-2026 Order Date: 13-Jan-2026 Start Date: 13-Jan-2026 Total Case Fine Stayed Amount: \$ 150.50	31-Mar-2026 01-Apr-2026 13-Jan-2026 01-Apr-2026 Outcome: Probation Revoked

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GARCIA, DANIEL	250673515 CITY OF MONETT V DANIEL GARCIA Charge: 1 25-Feb-2026 ORD301.0-Display/Possess Plates Of Another Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
GARCIA, PATRICIA	250673206 CITY OF MONETT V PATRICIA GARCIA Charge: 1 03-Jan-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
GARCIA, PATRICIA	250673207 CITY OF MONETT V PATRICIA GARCIA Charge: 1 03-Jan-2026 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
GATEWOOD, MISTY ROBIN	250673511 CITY OF MONETT V MISTY ROBIN GATEWOOD Charge: 1 25-Feb-2026 ORD307.0-Defective Equipment Disposition: 27-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 27-Apr-2026 Start Date: 27-Apr-2026	27-Apr-2026 27-Apr-2026

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GOMEZ, CASSANDRA SHAWNTEL	250673505 CITY OF MONETT V CASSANDRA SHAWNTEL GOMEZ Charge: 1 23-Feb-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
GRIFFITH, SILAS CARTER	250673258 CITY OF MONETT V SILAS CARTER GRIFFITH Charge: 1 10-Jan-2026 ORD307.0-Defective Equipment Disposition: 20-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 20-Apr-2026 Start Date: 20-Apr-2026	20-Apr-2026 20-Apr-2026
HAGEDORN, TUCKER PATRICK	250673572 CITY OF MONETT V TUCKER PATRICK HAGEDORN Charge: 1 12-Mar-2026 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 16-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$120.50 and Court Cost Fine Amount: \$ 120.50	Order Date: 16-Apr-2026 Start Date: 16-Apr-2026	16-Apr-2026 16-Apr-2026
HANCOCK, AUDREY NICOLE	250673683 CITY OF MONETT V AUDREY NICOLE HANCOCK Charge: 1 03-Apr-2026 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 28-Apr-2026 Guilty Plea Written		

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HANCOCK, AUDREY NICOLE	250673683 CITY OF MONETT V AUDREY NICOLE HANCOCK Sentence or SIS: Fine Text: Defendant sentenced to Fine \$200.50 and Court Cost Fine Amount: \$ 200.50	Order Date: 28-Apr-2026 Start Date: 28-Apr-2026	28-Apr-2026 28-Apr-2026
HARRIS, AUSTIN LEE	250673435 CITY OF MONETT V AUSTIN LEE HARRIS Charge: 1 11-Feb-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 07-Apr-2026
HASS, TESSA MARIE	250673550 CITY OF MONETT V TESSA MARIE HASS Charge: 1 06-Mar-2026 ORD301.0-Failed To Register Vehicle Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
IBARRA, EZEQUIEL	250673409 CITY OF MONETT V EZEQUIEL IBARRA Charge: 1 05-Feb-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
LACHNIT, NOAH ROBERT	250673584 CITY OF MONETT V NOAH ROBERT LACHNIT		

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LACHNIT, NOAH ROBERT	250673584 CITY OF MONETT V NOAH ROBERT LACHNIT Charge: 1 14-Mar-2026 ORD301.0Failed To Register Vehicle Disposition: 29-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 29-Apr-2026 Start Date: 29-Apr-2026	29-Apr-2026 29-Apr-2026
LAMASTUS, ALISSA NICOLE	250673484 CITY OF MONETT V ALISSA NICOLE LAMASTUS Charge: 1 19-Feb-2026 ORD301.0Failed To Register Vehicle Text: PLATES EXP 10/2024 Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
LEONARD, ZYLER ANTHONY	250673558 CITY OF MONETT V ZYLER ANTHONY LEONARD Charge: 1 09-Mar-2026 ORD301.0Failed To Register Vehicle Disposition: 17-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 17-Apr-2026 Start Date: 17-Apr-2026	17-Apr-2026 17-Apr-2026
MARKS, WESTON KEITH	190863093 CITY OF MONETT V WESTON K MARKS Charge: 1 20-May-2020 ORDIN.0-1Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 22-Apr-2026

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MARKS, WESTON KEITH	210660408 CITY OF MONETT V WESTON KEITH MARKS Charge: 1 10-Nov-2021 ORD301.0-Failed To Register Vehicle Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Start Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		21-Apr-2026 22-Apr-2026
MARKS, WESTON KEITH	210660409 CITY OF MONETT V WESTON KEITH MARKS Charge: 1 10-Nov-2021 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Start Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		21-Apr-2026 22-Apr-2026
MARTINEZ, AIDAN SAUL	250673465 CITY OF MONETT V AIDAN SAUL MARTINEZ Charge: 1 15-Feb-2026 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County Disposition: 06-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Order Date: 06-Apr-2026 Start Date: 06-Apr-2026 Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50		06-Apr-2026 06-Apr-2026
MARTINEZ, AIDAN SAUL	250673466 CITY OF MONETT V AIDAN SAUL MARTINEZ Charge: 1 15-Feb-2026 ORD301.0-Miscellaneous Non-Moving Violation Disposition: 07-Apr-2026 Guilty Plea		

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MARTINEZ, AIDAN SAUL	250673466 CITY OF MONETT V AIDAN SAUL MARTINEZ Sentence or SIS: Fine Order Date: 07-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
MCCLARNON, HOLLY DANILLE	250673448 CITY OF MONETT V HOLLY DANILLE MCCLARNON Charge: 1 13-Feb-2026 ORD304.0 Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
MEJIA-VELA, ANTONIO	250673607 CITY OF MONETT V ANTONIO VELA MEJIA Charge: 1 17-Mar-2026 ORD301.0 Fail To Display/Fasten Front/Back License Plate On Mv/Trailer Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
MEJIA-VELA, ANTONIO	250673608 CITY OF MONETT V ANTONIO VELA MEJIA Charge: 1 17-Mar-2026 ORD301.0 Failed To Register Vehicle Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
MEME, NED	250673517 CITY OF MONETT V NED MEME		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
MEME, NED	250673517 CITY OF MONETT V NED MEME Charge: 1 26-Feb-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
METRIS, RANDY WILLIAM FREDRIC II	250672636 CITY OF MONETT V RANDY WILLIAM FREDRIC METRIS II Charge: 1 30-Sep-2025 ORD901.0-Nuisance Violation Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 07-Apr-2026
MILAM, KENNETH WILLARD	250672567 CITY OF MONETT V KENNETH WILLARD MILAM Charge: 1 18-Sep-2025 ORD574.0-Peace Disturbance Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
MITCHELL, DRAKE C	250673504 CITY OF MONETT V DRAKE C MITCHELL Charge: 1 23-Feb-2026 ORD301.0-Failed To Register Vehicle Disposition: 06-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 06-Apr-2026 Start Date: 06-Apr-2026	06-Apr-2026 06-Apr-2026

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MORENO, DIEGO JOSEPH	250673010 CITY OF MONETT V DIEGO JOSEPH MORENO Charge: 1 03-Dec-2025 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$160.50 And Court Costs Fine Amount: \$ 160.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
NASH, TOMMY RAY	250673469 CITY OF MONETT V TOMMY RAY NASH Charge: 1 16-Feb-2026 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$120.50 and Court Costs. Fine Amount: \$ 120.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
PERKINS, DAKOTA EUGENE	250673052 CITY OF MONETT V DAKOTA EUGENE PERKINS Charge: 1 06-Dec-2025 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50 Charge: 2 06-Dec-2025 ORD300.0-Seat Belt Violation - Other Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026

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PHELAN, BROOKLYN LUEANN	250673532 CITY OF MONETT V BROOKLYN LUEANN PHELAN		
	Charge: 1 28-Feb-2026 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over)		
	Disposition: 04-Apr-2026 Guilty Plea Written Sentence or SIS: Fine	Order Date: 04-Apr-2026 Start Date: 04-Apr-2026	04-Apr-2026 04-Apr-2026
	Text: Defendant sentenced to Fine \$80.50 and Court Cost Fine Amount: \$ 80.50		
RAGSDEL, WILLIE AUSTIN	250673543 CITY OF MONETT V WILLIE AUSTIN RAGSDEL		
	Charge: 1 05-Mar-2026 ORD301.0-Failed To Register Vehicle		
	Text: EXPIRED APRIL 2025 Disposition: 03-Apr-2026 Guilty Plea Written		
	Sentence or SIS: Fine	Order Date: 03-Apr-2026 Start Date: 03-Apr-2026	03-Apr-2026 03-Apr-2026
	Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50		
	Charge: 2 05-Mar-2026 ORD300.0-Seat Belt Violation - Other Disposition: 03-Apr-2026 Guilty Plea Written		
Sentence or SIS: Fine	Order Date: 03-Apr-2026 Start Date: 03-Apr-2026	03-Apr-2026 03-Apr-2026	
Text: Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00			
RIDENOUR, THOMAS EDWARD	250673134 CITY OF MONETT V THOMAS EDWARD RIDENOUR		
	Charge: 1 19-Dec-2025 ORD307.0-Defective Equipment		
	Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
	Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		

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ROMERO BARRIENTOS, JUAN CARLOS	250673553 CITY OF MONETT V JUAN CARLOS ROMERO BARRIENTOS Charge: 1 08-Mar-2026 ORD902.0-Parked In Area Not Designated For Such Parking Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$25.00 and Court Costs. Fine Amount: \$ 25.00	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
ROMERO BARRIENTOS, JUAN CARLOS	250673554 CITY OF MONETT V JUAN CARLOS ROMERO BARRIENTOS Charge: 1 08-Mar-2026 ORD902.0-Parked In Area Not Designated For Such Parking Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$25.00 and Court Costs. Fine Amount: \$ 25.00	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
SALAS GARCIA, JESUS	250673350 CITY OF MONETT V JESUS SALAS GARCIA Charge: 1 27-Jan-2026 ORD901.0-Nuisance Violation Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
SALAS GARCIA, JESUS	250673351 CITY OF MONETT V JESUS SALAS GARCIA Charge: 1 27-Jan-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea		

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SALAS GARCIA, JESUS	250673351 CITY OF MONETT V JESUS SALAS GARCIA Sentence or SIS: Fine Order Date: 07-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
SALAS SERRANO, EDUARDO	250673620 CITY OF MONETT V EDUARDO SALAS SERRANO Charge: 1 21-Mar-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
SALAS SERRANO, EDUARDO	250673621 CITY OF MONETT V EDUARDO SALAS SERRANO Charge: 1 21-Mar-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 21-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
SALAS, TOMASA RAMIREZ	250673502 CITY OF MONETT V TOMASA RAMIREZ SALAS Charge: 1 23-Feb-2026 ORD301.0-Failed To Register Vehicle Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Order Date: 07-Apr-2026 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
SHILLING, STEPHEN DALE	250673541 CITY OF MONETT V STEPHEN DALE SHILLING		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
SHILLING, STEPHEN DALE	250673541 CITY OF MONETT V STEPHEN DALE SHILLING Charge: 1 04-Mar-2026 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 03-Apr-2026 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$200.50 and Court Cost Fine Amount: \$ 200.50	Order Date: 03-Apr-2026 Start Date: 03-Apr-2026	03-Apr-2026 03-Apr-2026
SITTON, SHANE RAY JR	250673193 CITY OF MONETT V SHANE RAY SITTON JR Charge: 1 30-Dec-2025 ORD901.0-Nuisance Violation Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$356.16 and Court Costs. Fine Amount: \$ 356.16 Charge: 2 30-Dec-2025 ORD300.0-Seat Belt Violation - Other Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026 Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026 07-Apr-2026 08-Apr-2026
SITTON, SHANE RAY JR	250673194 CITY OF MONETT V SHANE RAY SITTON JR Charge: 1 30-Dec-2025 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
SWANSON, RONALD L JR	240411757 CITY OF MONETT V RONALD L SWANSON JR Charge: 1 03-May-2025 ORD901.0-Nuisance Violation Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
SWANSON, TREVOR HOWARD	250673501 CITY OF MONETT V TREVOR HOWARD SWANSON Charge: 1 22-Feb-2026 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 21-Apr-2026 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: 21-Apr-2026 Due to End: 21-Oct-2026	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026 Agency: MONETT MUNICIPAL DIVISION	21-Apr-2026 23-Apr-2026
TERCERO BARAHONA, JAIRO JAVIER	250673408 CITY OF MONETT V JAIRO JAVIER TERCERO BARAHONA Charge: 1 05-Feb-2026 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
TOLBERT, CALONESE MARCIOUS II	250673547 CITY OF MONETT V CALONESE MARCIOUS TOLBERT II		

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
TOLBERT, CALONESE MARCIOS II	250673547 CITY OF MONETT V CALONESE MARCIOS TOLBERT II Charge: 1 06-Mar-2026 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$141.50 and Court Costs. Fine Amount: \$ 141.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
TRENTO, MELISSA ANN	240410382 CITY OF MONETT V MELISSA ANN TRENTO Charge: 1 01-Feb-2024 ORD901.0-Nuisance Violation Disposition: 28-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 28-Apr-2026 Start Date: 28-Apr-2026	28-Apr-2026 29-Apr-2026
VALENTINE, ALCAPON	250673009 CITY OF MONETT V ALCAPON VALENTINE Charge: 1 02-Dec-2025 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50 Charge: 2 02-Dec-2025 ORD300.0-Seat Belt Violation - Other Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026 07-Apr-2026 08-Apr-2026
VILLA-GAUCIN, CRISTOBAL	250673411 CITY OF MONETT V CRISTOBAL VILLA-GAUCIN		

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
VILLA-GAUCIN, CRISTOBAL	250673411 CITY OF MONETT V CRISTOBAL VILLA-GAUCIN Charge: 1 06-Feb-2026 ORD307.0-Defective Equipment Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026
WASSON, ANDREW BLAKE	250672493 CITY OF MONETT V ANDREW BLAKE WASSON Charge: 1 06-Sep-2025 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$121.00 and Court Costs. Fine Amount: \$ 121.00	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
WASSON, ANDREW BLAKE	250672494 CITY OF MONETT V ANDREW BLAKE WASSON Charge: 1 06-Sep-2025 ORD307.0-Defective Equipment Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026
WEBB, JASON SCOTT	250673440 CITY OF MONETT V JASON SCOTT WEBB Charge: 1 12-Feb-2026 ORD301.0-Failed To Register Vehicle Disposition: 07-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 07-Apr-2026 Start Date: 07-Apr-2026	07-Apr-2026 08-Apr-2026

* 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-Apr-2026 TO 30-Apr-2026

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
YONKER, DALTON	250673622 CITY OF MONETT V DALTON YONKER Charge: 1 21-Mar-2026 ORD909.0-Miscellaneous Ordinance Violation Text: personal conduct while in parks generally Disposition: 21-Apr-2026 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$25.50 and Court Costs. Fine Amount: \$ 25.50	Order Date: 21-Apr-2026 Start Date: 21-Apr-2026	21-Apr-2026 23-Apr-2026

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

Monett Police Department

1901 E Cleveland Ave., Monett, MO 65708

Offense Charges Stats by Month and YTD

April 2026

Offense	Month	Current YTD	Previous YTD	Change
12 HOUR HOLD	1	5	7	-2
ABUSE OF CHILD	0	0	3	-3
AFFRAYS	1	2	2	0
AIL TO YIELD TO AN EMERGENCY VEHICLE SOUNDING SIREN AND DISPLAYING RED/BLUE LIGHT	0	0	1	-1
ASSAULT (O)	1	5	5	0
ASSAULT - 3RD DEGREE	0	1	3	-2
ASSAULT ON LAW ENFORCEMENT (O)	0	0	2	-2
ASSAULT-DOMESTIC (O)	3	10	9	1
BURGLARY - 2ND DEGREE, UNLAWFUL ENTRY INTO MOTOR VEHICLE	1	1	0	1
BURGLARY 1ST DEG	1	1	2	-1
BURGLARY 2ND DEG	3	6	6	0
CARELESS AND IMPRUDENT DRIVING (O)	1	2	1	1
DANGEROUS DOG OR OTHER ANIMAL (O)	4	4	2	2
DELIVERY/POSSESSION CONTROLLED SUB IN JAIL	1	1	3	-2
DISORDERLY CONDUCT	1	10	20	-10
DOG BITE	1	3	6	-3
DOG RUNNING AT LARGE	6	6	9	-3
DOMESTIC ASSAULT - 3RD DEGREE	1	3	3	0
DRIVING WHILE REVOKED (O)	6	15	19	-4
DRIVING WHILE SUSPENDED (O)	5	29	17	12
DRIVING WHILE SUSPENDED / REVOKED 1ST OFFENSE	0	1	4	-3
DWI (O)	4	18	14	4
DWI - PRIOR	1	1	0	1
DWI-DRUG INTOXICATION	5	7	2	5
DWI-HABITUAL	0	0	1	-1
ELDERLY ABUSE	1	1	0	1
ENDANGERING THE WELFARE OF A CHILD (O)	3	4	3	1
FAILED TO COMPLY WITH COURT ORDER REQUIRING USE OF IGNITION INTERLOCK	1	3	0	3
FAILED TO PROVIDE RABIES VACCINATION PROOF	1	1	0	1
FAILURE TO YIELD TO EMERGENCY VEHICLE (O)	1	2	1	1
FORGERY	0	6	3	3

Offense	Month	Current YTD	Previous YTD	Change
FOUND PROPERTY	0	10	12	-2
FRAUD USE CRED/DEBIT DEVICE (VALUE OF \$500 OR MORE)	1	1	0	1
FRAUD USE CREDIT/DEBIT DEVICE (VALUE UNDER \$500)	1	1	1	0
GPR - DOMESTIC DISTURBANCE	11	32	20	12
GPR - INFORMATION	49	119	70	49
GPR-AGENCY ASSIST	2	18	17	1
GPR-CLARK CENTER REFERRAL	1	1	0	1
GPR-HOTLINE REFERRAL	1	4	5	-1
GPR-STRAY DOG	3	13	34	-21
GPR-TOWED VEHICLE	3	10	3	7
HARASSMENT - 1ST DEGREE	1	2	3	-1
HARASSMENT 2ND DEGREE	1	1	0	1
HARASSMENT BY PHONE (O)	0	1	2	-1
HARASSMENT-OTHER THAN PHONE (O)	2	3	4	-1
IDENTITY THEFT OR ATTEMPTED IDENTITY THEFT - 1ST OFFENSE	1	1	1	0
INCORRIGIBLE JUVENILE	2	6	4	2
KIDNAPPING 2ND DEGREE	1	1	0	1
LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT (O)	0	5	5	0
MISSING PERSON	0	4	2	2
NO VALID OPERATORS LICENSE (O)	16	62	61	1
OBSTRUCTING A POLICE OFFICER	1	3	5	-2
PEACE DISTURBANCE (O)	0	0	2	-2
PERSONAL CONDUCT WHILE IN PARKS GENERALLY (O)	0	2	1	1
POSS OF MARIJUANA (O)	0	0	3	-3
POSSESS CONTROL SUBSTANCE	0	3	17	-14
POSSESSION OF DRUG PARAPHERNALIA (F)	0	4	12	-8
POSSESSION OF DRUG PARAPHERNALIA (O)	1	1	1	0
POSSESSION OF MARIJUANA/SYNTHETIC CANNABINOID OF 10 GRAMS OR LESS	1	1	0	1
POSSESSION TRANSPORTATION OF OPEN ALCOHOL CONTAINERS	1	2	3	-1
PROPERTY DAMAGE (O)	1	9	12	-3
PROPERTY DAMAGE 1ST DEGREE	0	0	9	-9
RAPE OR ATTEMPTED RAPE - 1ST DEGREE	1	1	2	-1
RESISTING OR INTERFERING WITH ARREST (O)	1	4	6	-2
RESISTING/INTERFERING WITH ARREST FOR A FELONY	1	5	3	2

Offense	Month	Current YTD	Previous YTD	Change
RUNAWAY JUVENILE	1	1	0	1
SEX OFFENDER PHYSICALLY PRESENT/LOITER WITHIN 500 FEET OF PARK W/ PLAYGROUND/POOL/MUSEUM	0	0	1	-1
STEALING (F)	2	7	13	-6
STEALING (M)	1	1	7	-6
STEALING (O)	6	18	50	-32
STEALING - MOTOR VEHICLE	0	2	5	-3
TAMPERING WITH A VICTIM OR ATTEMPT TAMPERING WITH VICTIM	1	1	0	1
TRESPASS 1ST (O)	0	1	2	-1
TRESPASS NOTICE	2	17	15	2
UNATTENDED DEATH	1	6	8	-2
UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	0	0	1	-1
VACCINATION FOR RABIES - TAG	2	2	1	1
WARRANT ARREST-MONETT	14	42	61	-19
WARRANT ARREST-OTHER AGENCY	9	27	36	-9
Totals:	197	603	668	-65

MONETT POLICE DEPARTMENT

1901 E. CLEVELAND AVE.

MONETT, Mo. 65708

PREPARED BY ADMIN ASST III SHASTA SCHMIDT

RE: MONTHLY REPORT FOR APRIL 2026

DISTRIBUTION: Chief Daoud, Capt. Camp, City Clerk McMillan, City Administrator Ary, Mayor Burke, Commissioner Indovina, Commissioner Gaspar

DATE PREPARED: May 4, 2026

POLICE REPORTS GENERATED:

Calls for service:	1412
Offense Reports:	104 (Does not include GPRs)
Arrest Reports:	63
General Purpose Reports:	70 (Includes ACO GPRs)

ACCIDENT/ COLLISION INFORMATION:

Total number of collisions for the month	13
Total number of vehicles involved in collisions	27
Injury collisions for the month	03
Total number of vehicles damaged	27
Total number of persons injured	03
Private Property accidents reported on S.T.A.R.S.	00

Contacts:

Traffic Contacts	493
Ordinance Violations	35
Parking Facing Wrong Direction	10
Parking In Front Yard	20
Parking of Commercial Vehicles/Boats	03
Parking of Trailers Prohibited	02
Abandoned Veh on Street Prohibited	03
Parking in Alleys	00
<hr/>	
	566

MONIES RECEIPTED IN BY THE MONETT POLICE DEPARTMENT:

Bonds: \$11909.86

ANIMAL CONTROL

No Report Due To Vacant ACO Position

Investigation Stats

<u>Investigator</u>	<u>Total Cases</u>	<u>Cases Closed</u>	<u>Case Open</u>
Det. Sgt. Landreth #310	1	0	1
Det. Brown #320	2	0	2
Det. Salazar #316	3	0	3
<u>Totals</u>	6	0	6

The totals above reflect cases from the month of April.

The following indicates cases closed in the month that were assigned in previous months:

	Closed
Det. Sgt. Landreth #310	4
Det. Brown #320	4
Det. Salazar #316	8
<u>Total</u>	16

The Criminal Investigations Division is currently actively investigating 115 cases. The oldest active case was assigned on 05-04-2023. The median age of these cases is 22 months.

SCHOOL RESOURCE/ PUBLIC INFORMATION DIVISION

SRO Shey Snodgrass

School Activities

- Pre K/Kindergarten screenings
- Patrolled School bus stops and MECC campus
- Safety meeting w/admin
- Walk through school campuses
- Student check ins
- Daily foot patrol at MECC
- Multiple daily contacts with students
- Attendance meetings with administration

Patrol/Investigations

- Daily School patrol
- Patrolled school bus stops
- Extra patrol at MES
- Assist patrol after school when available
- Animal call at MES

Meetings

- Weekly attendance meeting
- Meeting with Mr. Garner reference budget
- Title 1 meeting with Central Office/Administration
- Supervisor meeting

Training

- Lexipol
- KnowBe4 training
- Courage to report bulletins
- Raptor Technologies
- MPD shooting range

Special Events

- Stop the bleed training at Mercy for Go Cap students
- MES Big Rig Event
- Kindergarten graduation
- Program at Small Wonders
- Crime Stopper monthly meeting
- MIS career day
- SRTC career day
- DARE graduation
- Bus driver appreciation day

May Events

- ELD soccer tournament
- 1 mile fun run MECC
- First on Front
- Senior walk day
- Touch a Truck at MIS
- Senior awards night
- Baccalaureate
- FBI Leeda
- High School graduation
- City Picnic
- Department meeting
- Senior parade

SRO Marvin McCracken

School Activities

- 1 Home visits
- Daily security checks/foot patrol MIS
- 5 Parent contacts
- Calls for service- 4
- Extra Patrol of school campuses
- Unsecure door- 6
- Weekly campus radio checks at MIS
- Camera functional checks

- Review Cameras- 8
- 2 JO letters
- Reviewed 8 Bark Alerts
- 2 D.A.R.E. lessons
- 16 Student check ins
- Counsel with 5 students-
- Recess duty
- Morning Celebration Rally at MIS
- Extra patrol bus stops
- Career day at MIS
- MAP testing at MIS
- Met with students about D.A.R.E. Graduation
- Extra patrol of Sycamore for E bike complaints from bus drivers.
- Prep for D.A.R.E. Graduation
- Pick up supplies for Bus Driver Appreciation
- Crossing guard at 17th/Cleveland

Patrol/Investigations

- Dog at large
- Property damage interview
- Radio programming
- Portable Radio programming
- Follow up bus stop violation
- Gun Range
- Traffic Stop Fail to Maintain Lane

Meetings

- Attendance meetings staff
- Student attendance meetings
- Meeting with Wallace over safety concerns
- Meeting with Corporal Rice
- Met with Jennifer at Bus Barn
- Meeting with Rice/Snodgrass over budget

Public presentations

- Career on Wheels Day

Special Events

- Popsicle party for M. Brown's class (Best D.A.R.E. Box)

- 5th grade D.A.R.E. Graduation
- Mrs. Deffendall retirement party

May Events

- Senior Walk
- City Picnic
- Senior Parade
- Little Rascals event
- Mandatory PD meeting
- Memorial Day
- SPD CNT Training

SRO Dwayne Rice

School Activities

- Participated in School Assembly
- Patrolled School bus stops and MHS and MMS campuses
- Safety meeting w/admin
- Follow up with JO regarding delinquent student
- 11 referrals to JO Office
- Conducted 10 home visits
- Assisted Lifetime Sports with skeet shooting operating as a range safety
- Daily foot patrol at MHS and MMS
- Multiple daily contacts with students
- Attendance meetings with administration
- Reviewed SRO Budget provided by School District
- Created an event tracker used to document school events
- Spoke with a merchandise lender regarding ordering and purchasing school items
- Assisted the Monett Fire Department with school emergency drill statistics
- Assisted High School admin with operational plans for the last week of school
-

Patrol/Investigations

- Daily School patrol
- Patrolled school bus stops
- Extra patrol at MES
- Traffic stops during morning school patrol
- Assisted Kentucky State Police with out of state investigation
- Assisted Investigation with identify subjects
- Spoke with City IT personnel regarding the Forensics Lab

Meetings

- Weekly attendance meeting
- Meeting with High School Admin
- Meeting with parents regarding attendance

Training

Lexipol - Managing Legal Risk of AI Use in Law Enforcement

- SRT - MRAP Training
- Lexipol – AI Training

Special Events

- Conducted a meet and greet with Small Wonders Daycare
- Career Day at SRTC

May Events

- May 1 Senior Walk
- May 4 – 8 FBI Leeda Training
- May 7 Senior Parade
- May 8 High School Graduation
- May 12 Little Rascal's Day Care
- May 15 ELD Soccer Event
- May 20 Department Meeting



April 2026

NORTH PARK Sports Complex-

- Mowing, watering, and grooming ballfields.
- Hosted a baseball and softball tournament.
- Acelepryn applied to the sport fields for grub control.

CENTRAL PARKS-

- Mowing, weed eating, and spraying grass in Kelly creek and sidewalks.
- Freedom silo's roof was replaced.
- Downtown Pavilion is busy with events with The Farmers Market, First on Front, Food Truck Friday.
- Maintenance building at the Dog Park mural painted.

SOUTH PARK-

- Mega play structure installation was completed.
- 96 live native plants were planted to kick off Monett's Botanical Garden.
- Crew busy mowing, weed eating and general clean up around the park.

GOLF MAINTENANCE-

- Mowing, watering.
- Dirt work on 10 fair way bare spots and sowed with a mixture of Bermuda and rye.
- Work being done to the bunkers.
- Continue to work on sprinkler heads.



PUBLIC WORKS

MONTHLY REPORT

April 2026



PUBLIC WORKS

MONTHLY REPORT

CEMETERY CREW

- Two funerals: both managed by Buchanan FH, both during normal work hours.
- Two grave plots sold, both in I.O.O.F.
- Mowing and weedeating in cemeteries.
- Mowing and weedeating in outside lots.
- The following weedeating has been completed in hillsides and ditches: Cale/Logan, North 4TH St., I.O.O.F. (along highway 37, football field/13TH St., Centennial Bridge.
- Cleaned up old shop lot (new substation site).
- Cut up and hauled off trees/limbs in I.O.O.F. from April 27TH storm.
- Planted flowers at I.O.O.F. entrance at highway 37.
- Average grave and equipment maintenance.
- A MESO safety meeting was attended.

OUTLOOK

- Looking ahead, the addition of a part-time summer help, mowing weedeating in anticipation of the upcoming Memorial Day.

SANITATION CREW

- The Sanitation crew strives to maintain excellence in the collection of the city's solid waste.
- The crew continues to rebuild the original style carts with pieces and parts from retired damaged units. Newer style "Otto" carts are also distributed according to need.

OUTLOOK

- The Sanitation crew continues to provide safe, friendly, efficient, on-time service every day for the citizens of Monett.
- The Sanitation crew looks forward to the City-Wide Clean-up because for two whole weeks they rub it in to the Street guys that they are in Sanitation just like them

...

RECYCLE CREW

- We have lost two people in the Recycle department, in the interim it is being manned by a wide variety of personnel as scheduling allows insuring for the same
-

services that the surrounding communities have come to expect. New hires for these positions are in the hiring process.

- We are probably going to change the HHW RE-USE Facility to appointment only as this will enable better use of our time. Details will be distributed upon final decision.

OUTLOOK

- Continued success in the operation of our award winning Recycle center no matter what difficulties we are experiencing in the labor department.

STREET CREW

- Dustin and his crew have begun the arduous task of the stormwater replacement on Cale St. each section of these precast boxes weighs in at 16,800 pounds. The corner sections were even bigger and heavier at 22,000 pounds requiring the use of a crane to set.
- The April City-Wide Brush Collection has been completed.
- We are helping Jason and Dewey catch back up with the Ash tree removal in South Park since they have devoted so much time to tree removals on Central Ave. and Center City TAP projects
- Crack-Sealing continues as weather allows.
- Zone 7 of Project Clean Streets has been completed.
- Another storm event smacked the north section of the city on April 27TH (last year was on April 29TH and the year before on May 8TH) requiring the clean-up of downed trees and limbs. What we couldn't get to before City-Wide Clean-up will be collected then.
- Matt is back out mowing the city rights-of-way.
- A MESO safety meeting was attended.

OUTLOOK

- Crack – Sealing as weather allows.
- The annual City-Wide Clean-up will begin on May 4TH.

MECHANIC – MAINTENANCE SHOP

- Paul and Jesse have taken over the routine maintenance of the Fire department's engines. They have discovered that the rear springs for MFD-1112 need to be replaced (this goes back to last month's comment that a regular service covers a lot more than oil and filter change along with greasing when it comes to Paul and Jesse. They are checking the vehicle over from top to bottom).

- They have completed repairs to MFD-1128 – ladder truck, which included removing the oil pan and ensuring the oil plug threads and plug could be utilized for future oil changes.
- The mechanics completed major repairs to a golf course 1999 Ford F-250. These included intake manifold repairs and replacement, four ignition coils replaced, eight spark plugs, also prepped and installed auxiliary gas tank in bed for mobile refueling of golf carts.
- Six parts runs were made during the month to Joplin or Springfield.
- Several Public Surplus Auctions have been completed.
- In addition to the aforementioned repairs the mechanics completed routine repairs to 49 vehicles and/or equipment.
- Paul and Jesse also performed oil change and lubrications on 17 vehicles and/or equipment (some of these were the work on Fire department engines/transmissions)



Monett Fire Department



Statistical
Data 2026

Call Type	April 2026
Structure Fire	4
Vehicle Fire	0
Vegetation Fire	2
Trash or Waste Fire	1
Medical Assist	91
Motor Vehicle Accident	2
Lost Person Search	0
Vehicle Extrication	1
Water Rescue	1
Hazardous Condition	7
Public Service Call	6
False Alarm / False Call	18
Weather Damage Assessment	25
Total	158

The Month of April 2026 Calls
 51 – Overlapping Calls
 69 – A-Shift 44 – B-Shift 45 – C Shift
 137 – The Month of April 2025 Calls
 325 – Department Training Hours
 9 – Inspections done by FD

Incidents By Stations	
Station #1	50
Station #2	54
Station #3	54

PREPARED BY
FIRE CHIEF B. PENNINGTON

“OUR WAY OF ENSURING IT GETS DONE CORRECTLY IS BY TRAINING
TOGETHER”