



CITY OF WILLARD

BOARD OF ALDERS REGULAR MEETING

November 10, 2025 at 6:00 PM

Willard City Hall, 224 W. Jackson St., Willard, MO

AGENDA

Update Posted on November 6, 2025 at 4:00 p.m.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

CALL THE MEETING TO ORDER

- 1. ROLL CALL**
- 2. AGENDA AMENDMENTS/APPROVAL OF AGENDA**
- 3. CONSENT AGENDA:**

“A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to “approve the Consent Agenda as published or modified.”

A. Meeting Minutes from October 27, 2025

B. Oct/Nov Current Outstanding Invoices, Checks, and Draft Paid invoices

C. Department Head Report City Clerk October

Department Head Report Court October

Department Head Report Parks October

Department Head Report Planning and Zoning October

Department Head Report Police October

Department Head Report Public Works October

D. 2025 Board Attendance

4. PROJECT MANAGER REPORT

A. Sanitary Sewer Update (7 min)

5. CITIZEN INPUT

6. ORDINANCES

A. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING AN EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE. (FIRST AND SECOND READ) (5 min)

B. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF REAL ESTATE BY THE CITY OF WILLARD, MISSOURI. BILL 25-68. (FIRST AND SECOND READ) (5 min)

- C. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN EASEMENT BY THE CITY OF WILLARD, MISSOURI. BILL 25-69. (FIRST AND SECOND READ) (5 minutes)**
- D. AN ORDINANCE OF THE BOARD OF ALDERS ADOPTING A PRIVACY POLICY GOVERNING THE USE OF AUTOMATIC LICENSE PLATE READERS (ALPRs) (FIRST READ) (10 min)**

- 7. RESOLUTIONS**
- 8. CITY ADMINISTRATOR REMARKS**
- 9. NEW BUSINESS**
- 10. UNFINISHED BUSINESS**
- 11. RECESS OPEN SESSION**
- 12. OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 (3) PERSONNEL**
- 13. CALL THE MEETING TO ORDER**
- 14. ROLL CALL**
- 15. CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION**
- 16. ADJOURN MEETING**

If you have special needs which require accommodation, please notify personnel at the City Hall. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at 417-742-5302.

Rebecca Hansen, City Clerk



CITY OF WILLARD

BOARD OF ALDERS REGULAR MEETING

October 27, 2025 at 6:00 PM

Willard City Hall, 224 W. Jackson St., Willard, MO

MINUTES

Staff Present: City Attorney Holly Dodge, City Clerk Substitute Dona Slater, CFO Carolyn Halverson, Director of Parks Jason Knight, Major Shannon Shipley, Director of Public Works Trevor Hoffman, Financial Assistant Genia Mount, Planning and Zoning Director Mike Ruesch, Planning and Zoning Assistant Project Manager Steve Bodenhamer, Police Officer JD Landon.

Citizens Present: Steve Cobb, Ricky Haase

PLEDGE OF ALLEGIANCE

Mayor Smith led the Pledge of Allegiance

CALL THE MEETING TO ORDER

Mayor Smith called the meeting to order at 6:00 pm and requested roll call.

ROLL CALL

Dona Slater conducted the roll call.

Present: Mayor Troy Smith, Casey Biellier, David Keene, Joyce Lancaster, Rachel Mathison

Absent: Jeremy Hill

Dona Slater confirmed that a quorum was present

AGENDA AMENDMENTS/APPROVAL OF AGENDA

None, except there is no Closed Session needed.

Mayor Smith asked for a motion to approve the agenda. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson.

CONSENT AGENDA:

“A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to “approve the Consent Agenda as published or modified.”

A. 10.13.25 Meeting Minutes

B. September Financial Summaries

September Financial Statements

September/October Outstanding Invoices, Checks, and Draft Paid Invoices

September Check Register

September Utilities Adjustment Report

Mayor Smith asked for a motion to approve the consent agenda. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson.

4. CITIZEN INPUT

none

5. PUBLIC HEARING FOR

A. A REQUEST TO APPROVE A REPLAT OF LOTS 1 THROUGH 28 OF HOFFMAN HILLS PHASE 1, A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI (5 min)

Planning Director Mike Reusch explained that the replat is for single family homes, adjusted from patio homes sharing a single wall. Planning Commission approved. There have been no updates or changes from when it was presented before.

Ricky Haase, civil engineer on the Hoffman Hills project spoke and described the plat.

6. NEST REPORT

Major Shannon Shipley described the two-pronged approach for the NEST program: each neighborhood gets attention throughout the year and there is also an online reporting system. She shared some statistics, comparing last year and this year. The plan to purposely warn and be visible is part of the plan. The program is responsive to resident complaints.

7. PROJECT MANAGER REPORT

A. Sanitary Sewer Update (10 min) Project Manager Steve Bodenhamer reported that they are working on short-term financing and accepting bids from banks on that. Youngs Contracting was chosen for construction from that last bid process.

8. RESOLUTIONS

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, APPROVING A FINAL FINANCING PLAN FOR THE UPGRADING OF LIFT STATION 94 AND FORCE MAIN TO SPRINGFIELD SEWER PROJECT. (10 min)

Project Manager Steve Bodenhamer made a segway into this resolution, which is regarding the financing plan needed. He explained the process of using short-term financing to lock things in and get started, then moving to a COP when that became possible. The Board asked about using the word "final" in the resolution; Attorney Dodge said this wording needs to stay in order to receive the grant, but the understanding is that other financing will follow. The Board agreed.

Mayor Smith asked for a motion. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson.

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF AWARD TO YOUNG'S GENERAL CONTRACTING FOR THE UPGRADING OF LIFT STATION 94 AND FORCE MAIN TO SPRINGFIELD SEWER PROJECT. (5 min)

Project Manager Steve Bodenhamer described the bid from Young's Processing (General Contracting) and the grant received, as well as the financing resolution previously passed. The date of execution is at a future date and he explained why that is.

Mayor Smith asked for a motion. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, and Wilson.

9. ORDINANCES

A. AN ORDINANCE OF THE BOARD OF ALDERS CALLING FOR THE REGULAR ELECTION IN THE CITY OF WILLARD, MISSOURI, FOR THE PURPOSE OF HAVING THE QUALIFIED VOTERS OF SAID CITY ELECT THREE (3) ALDERS, 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 CLERK OF GREENE COUNTY (5 min)

City Administrator Wes Young explained that this is an operational election ordinance that we pass whenever we have issues on the county ballot.

Mayor Smith asked for a motion on the First Read. Motion was made by Alder Keene and seconded by Alder Biellier. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

Alder Biellier moved to proceed with a Second Read, which was seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

Mayor Smith then asked for a second read and a motion, if there was no further discussion. Ordinance was read a second time. Motion was made by Alder Biellier and seconded by Alder Keene. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

B. AN ORDINANCE APPROVING A REPLAT OF LOTS 1 THROUGH 28 OF HOFFMAN HILLS PHASE 1, A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI (5 min)

The Board needed no other information regarding this.

Mayor Smith asked for a motion on the First Read. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

Alder Biellier moved to proceed with a Second Read, which was seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

Mayor Smith then asked for a second read and a motion, if there was no further discussion. Ordinance was read a second time. Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

C. AN ORDINANCE AUTHORIZING AND PROVIDING A CONTRACT BETWEEN THE CITY OF WILLARD, MISSOURI, AND THE EMPIRE DISTRICT ELECTRIC COMPANY FOR ELECTRIC SERVICE AND EQUIPMENT TO LIGHT THE CITY'S STREETS, ALLEYS, PUBLIC WAYS, PARKS, OTHER PROPERTIES AND PUBLIC PLACES (5 MIN)

City Administrator Wes Young and City Attorney Holly Dodge described this as housekeeping item. Because of the way the contract is written, the second read of this ordinance will occur the first meeting in December.

Mayor Smith asked for a motion on the First Read. Motion was made by Alder Biellier and seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson.

10. CITY ADMINISTRATOR REMARKS

City Administrator Wes Young reported the following:

OCAC gave suggestions about The Roundup Donation program we are considering and offered to collect and distribute the fees without asking for any administrative fees.

Economic Task Force will have their initial meeting Tuesday Oct 28th

Jackson St. sidewalk is beginning and the contractor states that they will finish in about 5 weeks.

Water rate Public Hearing will happen on Dec 8th. Wes said he still feels owning our own utilities is better for our residents.

11. NEW BUSINESS

12. UNFINISHED BUSINESS

The Board asked about how maintenance is going on our water towers; Wes answered that we are budgeting and planning, and are gathering information about companies that offer maintenance. The interior painting on the Meadows tower will begin next year.

18. ADJOURN MEETING

Mayor Smith asked for a motion to adjourn the meeting. Motion was made by Alder Biellier and seconded by Alder Lancaster. Motion carried with a 5-0 vote. Voting Aye: Alders Biellier, Keene, Lancaster, Mathison, Wilson. Meeting was adjourned at 6:48 pm.

If you have special needs which require accommodation, please notify personnel at the City Hall. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at 417-742-5302.

Rebecca Hansen, City Clerk



City of Willard, MO

Expense Approval Report

Item # B.

By Vendor Name

Post Dates 10/23/2025 - 11/6/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMA300 - ALLGEIER MARTIN & ASSOCIATES INC					
ALLGEIER MARTIN & ASSOCIA	7020007-192	10/28/2025	ON-CALL STORMWATER DRAINAGE - S	20-700-56400	1,062.00
ALLGEIER MARTIN & ASSOCIA	7020007-193	10/28/2025	HOFFMAN HILLS PHASE 3 PLAT - P&D	10-450-56400	3,068.00
ALLGEIER MARTIN & ASSOCIA	7020007-194	10/28/2025	PROF FEES MDWS TRNK SWR - S	20-700-95500	17,547.60
ALLGEIER MARTIN & ASSOCIA	7020007-195	10/28/2025	PROCTOR RD DRAINAGE IMPRVMENTS - P&D	10-400-56400	26,003.78
ALLGEIER MARTIN & ASSOCIA	7020007-196	10/28/2025	ANTIDEGRADATION STUDY & FACILITY PLAN - S	20-700-56400	173.00
ALLGEIER MARTIN & ASSOCIA	7023001-08	10/28/2025	94 LS & FM IMPRVMENTS FY2023 CDS GRNT BID & CONST-S	20-700-95500	46,424.20
ALLGEIER MARTIN & ASSOCIA	WILL7020007-195CR	10/28/2025	CONTRACT OVERRUN DISCOUNT - P&D	10-400-56400	-26,003.78
Vendor AMA300 - ALLGEIER MARTIN & ASSOCIATES INC Total:					68,274.80
Vendor: REP425 - ALLIED SERVICES LLC					
ALLIED SERVICES LLC	007937957	10/31/2025	TRASH EXP-ALL	10-100-62300	114.44
ALLIED SERVICES LLC	007937957	10/31/2025	TRASH EXP-ALL	10-200-62300	76.40
ALLIED SERVICES LLC	007937957	10/31/2025	TRASH EXP-ALL	20-600-62300	259.79
ALLIED SERVICES LLC	007937957	10/31/2025	TRASH EXP-ALL	20-700-62300	259.79
ALLIED SERVICES LLC	007937957	10/31/2025	TRASH EXP-ALL	30-800-62300	842.40
ALLIED SERVICES LLC	007939393	10/31/2025	RECYCLE CENTER-S	20-700-57200	170.30
Vendor REP425 - ALLIED SERVICES LLC Total:					1,723.12
Vendor: ASU100 - AM CONSTRUCTION SUPPLY INC					
AM CONSTRUCTION SUPPLY I	4428	10/31/2025	SAW BLADES FOR CONCRETE - STS	10-300-71100	599.98
Vendor ASU100 - AM CONSTRUCTION SUPPLY INC Total:					599.98
Vendor: ACS100 - AMAZON CAPITAL SERVICES INC					
AMAZON CAPITAL SERVICES I	DDVV	10/23/2025	FLDRS, ICE PKS, HLWN DECOR, LGHT CVRS-PKS	30-800-50130	14.99
AMAZON CAPITAL SERVICES I	DDVV	10/23/2025	FLDRS, ICE PKS, HLWN DECOR, LGHT CVRS-PKS	30-800-50170	133.31
AMAZON CAPITAL SERVICES I	DDVV	10/23/2025	FLDRS, ICE PKS, HLWN DECOR, LGHT CVRS-PKS	30-800-50500	32.99
AMAZON CAPITAL SERVICES I	DX9Q	10/23/2025	AIR FILTERS - GEN	10-100-51000	68.46
AMAZON CAPITAL SERVICES I	GYV7	10/28/2025	RUST-OLEUM MRKNG WND, MRKNG PAINT- W	20-600-52300	178.49
AMAZON CAPITAL SERVICES I	1RCH	11/03/2025	CONTROLLR W/DIGITL DISPLY FOR WTR PRESSR GAUGE- W	20-600-50130	50.40
Vendor ACS100 - AMAZON CAPITAL SERVICES INC Total:					478.64
Vendor: APAC100 - APAC CENTRAL INC					
APAC CENTRAL INC	7002354227	11/01/2025	COMM SURFACE - MARK STREET REPAIR - STS	10-300-51000	978.20
Vendor APAC100 - APAC CENTRAL INC Total:					978.20
Vendor: CFS100 - CANON FINANCIAL SERVICES INC					
CANON FINANCIAL SERVICES I	42062883	10/26/2025	COPIER LEASE - PW	10-300-55850	12.91
CANON FINANCIAL SERVICES I	42062883	10/26/2025	COPIER LEASE - PW	20-600-55850	25.83
CANON FINANCIAL SERVICES I	42062883	10/26/2025	COPIER LEASE - PW	20-700-55850	25.83
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	10-100-55850	75.02
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	10-200-55850	131.03
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	10-250-55850	8.34
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	10-400-55850	39.31
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	20-600-55850	38.10

Expense Approval Report 1

Post Dates: 10/23/

Item # B.

25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	20-700-55850	38.10
CANON FINANCIAL SERVICES I	42062884	10/26/2025	COPIER LEASE-ALL	30-800-55850	61.67
Vendor CFS100 - CANON FINANCIAL SERVICES INC Total:					456.14
Vendor: CSC200 - CHRIS STRAW CONSULTING LLC					
CHRIS STRAW CONSULTING LL	10-31-25	10/31/2025	WILLARD EAST ELEMENTARY STORM SHELTER - P&D	10-400-55600	240.00
Vendor CSC200 - CHRIS STRAW CONSULTING LLC Total:					240.00
Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS LLC					
CJW TRANSPORTATION CONS	25077-2	10/31/2025	JCKSN ST PERRYMN TO JEFFRSN - STS	10-300-56400	4,086.50
CJW TRANSPORTATION CONS	25034-3	11/03/2025	JACKSON ST. PARKING EXPANSION - STS	10-300-56400	5,534.50
Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS LLC Total:					9,621.00
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	10-23-25	10/23/2025	HORNY TOADS MEAL	10-400-56900	30.86
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	CONFRNC M. RUESCH - P&D	10-100-50750	24.12
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	STAMPS.COM POSTAGE-ALL	10-200-50750	2.15
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	STAMPS.COM POSTAGE-ALL	10-250-50750	47.04
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	STAMPS.COM POSTAGE-ALL	10-400-50750	9.04
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	STAMPS.COM POSTAGE-ALL	20-600-50750	9.52
COMMERCE CREDIT CARD SE	10-23-25 STAMPS.COM	10/23/2025	STAMPS.COM POSTAGE-ALL	20-700-50750	8.13
COMMERCE CREDIT CARD SE	260286	10/24/2025	CAMDEN ON THE LAKE ROOM CONF M. RUESCH - P&D	10-400-56900	407.25
COMMERCE CREDIT CARD SE	260287	10/24/2025	CAMDEN ON THE LAKE ROOM CONF S. CRAWFORD - P&D	10-400-56900	407.25
COMMERCE CREDIT CARD SE	2556619	11/03/2025	MURPHY TRACTOR ENG OIL	10-300-71100	20.66
COMMERCE CREDIT CARD SE	11-4-25	11/04/2025	FILTER FOR TRACTOR - STS THE HIVE REFRSHMNTS FOR BUDGT MEET - GEN	10-100-50130	57.50
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					1,023.52
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7002351629	10/25/2025	5/8" COMM STONE - ST REPAIR - STS	10-300-51000	57.96
Vendor CON170 - CONCO COMPANIES Total:					57.96
Vendor: DAV100 - DAVID DORAN ATTORNEY AT LAW					
DAVID DORAN ATTORNEY AT L	11-3-25	11/03/2025	MUNICIPAL JUDGE FEES - CT	10-250-56400	900.00
Vendor DAV100 - DAVID DORAN ATTORNEY AT LAW Total:					900.00
Vendor: DWH100 - DIG WISE HYDRO INC					
DIG WISE HYDRO INC	2063	10/28/2025	VACUUM OUT WTR MTR PIT FOR LK REPAIR- SUMMIT ST-	20-600-51000	650.00
Vendor DWH100 - DIG WISE HYDRO INC Total:					650.00
Vendor: FRA555 - FIRST RESPONDER OUTFITTERS INC					
FIRST RESPONDER OUTFITTER	21997-2	10/24/2025	UNIFORM ITEMS C. WEATHERFORD - LAW	10-200-92500	649.99
Vendor FRA555 - FIRST RESPONDER OUTFITTERS INC Total:					649.99
Vendor: FGI100 - FLOCK GROUP INC					
FLOCK GROUP INC	77648	10/26/2025	STREET CAMERA PROJECT - LAW	10-200-95500	52,299.00
Vendor FGI100 - FLOCK GROUP INC Total:					52,299.00
Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC					
GLENN'S AUTOMOTIVE LLC	19507	10/31/2025	'23 CHEVY 3500 TRLR BRK MODULE & CONTROLLR- STS/W/S	10-300-71000	92.87
GLENN'S AUTOMOTIVE LLC	19507	10/31/2025	'23 CHEVY 3500 TRLR BRK MODULE & CONTROLLR- STS/W/S	20-600-71000	185.75

Expense Approval Report 1

Post Dates: 10/23/25 Item # B. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GLENN'S AUTOMOTIVE LLC	19507	10/31/2025	'23 CHEVY 3500 TRLR BRK MODULE & CONTROLLR- STS/W/S	20-700-71000	185.74
Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:					464.36
Vendor: HDE100 - HAHN DEBOEF LLC					
HAHN DEBOEF LLC	42545	11/01/2025	GOVT RELATIONS SERVICES MONTHLY RETAINER FEE - S	20-700-56400	5,000.00
Vendor HDE100 - HAHN DEBOEF LLC Total:					5,000.00
Vendor: LOS200 - LAKELAND OFFICE SYSTEMS INC					
LAKELAND OFFICE SYSTEMS I	681677	10/31/2025	COPIES-ALL	10-100-50700	93.41
LAKELAND OFFICE SYSTEMS I	681677	10/31/2025	COPIES-ALL	10-250-50700	15.57
LAKELAND OFFICE SYSTEMS I	681677	10/31/2025	COPIES-ALL	10-400-50700	15.57
LAKELAND OFFICE SYSTEMS I	681677	10/31/2025	COPIES-ALL	20-600-50700	93.42
LAKELAND OFFICE SYSTEMS I	681677	10/31/2025	COPIES-ALL	20-700-50700	93.42
Vendor LOS200 - LAKELAND OFFICE SYSTEMS INC Total:					311.39
Vendor: LNS100 - LANESHIFT					
LANESHIFT	199730	11/04/2025	PROF SERV MASTR TRNSPORTATN PLN - P&D	10-400-56400	8,260.06
Vendor LNS100 - LANESHIFT Total:					8,260.06
Vendor: LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC					
LAUBER AND ASSOCIATES MU	31729	10/31/2025	CITY ATTY FEES - GEN/P&D/W/S	10-100-56200	2,410.15
LAUBER AND ASSOCIATES MU	31729	10/31/2025	CITY ATTY FEES - GEN/P&D/W/S	10-400-56400	2,470.35
LAUBER AND ASSOCIATES MU	31729	10/31/2025	CITY ATTY FEES - GEN/P&D/W/S	20-600-56400	838.50
LAUBER AND ASSOCIATES MU	31729	10/31/2025	CITY ATTY FEES - GEN/P&D/W/S	20-700-56400	924.50
LAUBER AND ASSOCIATES MU	31730	10/31/2025	CITY PROSECUTOR FEES - LAW	10-200-56400	6,895.00
Vendor LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC Total:					13,538.50
Vendor: LEG250 - LEGALSHIELD					
LEGALSHIELD	10-25-25	10/25/2025	GROUP INS MCCLAIN & SHIPLEY-LAW	10-200-93000	29.90
Vendor LEG250 - LEGALSHIELD Total:					29.90
Vendor: LON200 - LEVI O'NEIL					
LEVI O'NEIL	26904	10/27/2025	REIM FOR OVERBEACH ATV SHOE - LAW	10-200-92500	119.04
LEVI O'NEIL	AMMO	11/04/2025	REIM FOR 500 RND5 9MM AMMO - LAW	10-200-92500	173.18
Vendor LON200 - LEVI O'NEIL Total:					292.22
Vendor: EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT					
LIBERTY UTILITIES-EMPIRE DIS	220 JCKSN 1	10/24/2025	ELECTRICAL 220 W JACKSON 1 - PKS	30-800-62000	136.95
LIBERTY UTILITIES-EMPIRE DIS	220 JCKSN 2	10/24/2025	ELECTRICAL 220 W JACKSON 2 - PKS	30-800-62000	27.08
LIBERTY UTILITIES-EMPIRE DIS	220 JCKSN 3	10/24/2025	ELECTRICAL 220 W JACKSON 3 - PKS	30-800-62000	27.08
LIBERTY UTILITIES-EMPIRE DIS	220 JCKSN 4	10/24/2025	ELECTRICAL 220 W JACKSON 4 - PKS	30-800-62000	59.50
LIBERTY UTILITIES-EMPIRE DIS	222 JCKSN	10/24/2025	ELEC UTIL 222 W JACKSON ACCT# END 2511 - PKS	30-800-62000	29.05
LIBERTY UTILITIES-EMPIRE DIS	222 JCKSN NEW	10/24/2025	ELEC UTIL 222 W JACKSON ACCT# END 5934 - PKS	30-800-62000	28.84
LIBERTY UTILITIES-EMPIRE DIS	3636 N FR 101 OCT	10/29/2025	ELECTRIC UTILITIES 3636 N FR 101 - S	20-700-62000	30.26
Vendor EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT Total:					338.76
Vendor: LGE100 - LINDE GAS & EQUIPMENT INC					
LINDE GAS & EQUIPMENT INC	53055910	10/31/2025	CO2 GAS 50LBS FOR SHOP USE - STS / W / S	10-300-50130	13.66

Expense Approval Report 1

Post Dates: 10/23/25 Item # B. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LINDE GAS & EQUIPMENT INC	53055910	10/31/2025	CO2 GAS 50LBS FOR SHOP USE - STS / W / S	20-600-50130	27.32
LINDE GAS & EQUIPMENT INC	53055910	10/31/2025	CO2 GAS 50LBS FOR SHOP USE - STS / W / S	20-700-50130	27.32
Vendor LGE100 - LINDE GAS & EQUIPMENT INC Total:					68.30
Vendor: LOW505 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	994007	10/31/2025	CONNECTING BARS - STS	10-300-50130	113.98
Vendor LOW505 - LOWE'S CREDIT SERVICES Total:					113.98
Vendor: MPI150 - MELTON PROPANE INC					
MELTON PROPANE INC	49035	10/30/2025	PROPANE POLICE STATION - LAW	10-200-62100	315.23
Vendor MPI150 - MELTON PROPANE INC Total:					315.23
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM INC					
MISSOURI ONE CALL SYSTEM I	5100322	10/31/2025	PROF LOCATE FEES-W/S	20-600-56400	91.80
MISSOURI ONE CALL SYSTEM I	5100322	10/31/2025	PROF LOCATE FEES-W/S	20-700-56400	91.80
Vendor MOC100 - MISSOURI ONE CALL SYSTEM INC Total:					183.60
Vendor: DES100 - MO DEPT OF LABOR & INDUSTRIAL RELATIONS					
MO DEPT OF LABOR & INDUS	3RD QTR 2025 WEATHERMON	10/29/2025	REIMB BENFT PAY DBT/CR MEMO D. WEATHERMON - GEN	10-100-55600	1,280.00
Vendor DES100 - MO DEPT OF LABOR & INDUSTRIAL RELATIONS Total:					1,280.00
Vendor: OLC150 - ON LINE COLLECTIONS					
ON LINE COLLECTIONS	136800000284	10/31/2025	UTIL BILL COLLECT FEES-W/S	20-600-56400	14.51
ON LINE COLLECTIONS	136800000284	10/31/2025	UTIL BILL COLLECT FEES-W/S	20-700-56400	14.51
Vendor OLC150 - ON LINE COLLECTIONS Total:					29.02
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC					
ONLINE INFORMATION SERVI	1354331	10/31/2025	UTIL EXCHG REPORT-W/S	20-600-56400	71.04
ONLINE INFORMATION SERVI	1354331	10/31/2025	UTIL EXCHG REPORT-W/S	20-700-56400	71.04
Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:					142.08
Vendor: ORE145 - O'REILLY AUTOMOTIVE INC					
O'REILLY AUTOMOTIVE INC	246991	10/23/2025	JD MOWER COOLANT & OIL, ABSORBENT FOR SHOP - PKS	30-800-71100	54.17
O'REILLY AUTOMOTIVE INC	247168	10/24/2025	1GAL ANTIFREZ X 3 - FOR SMALL EQPT - S	20-700-52000	32.97
O'REILLY AUTOMOTIVE INC	247709	10/27/2025	TERMINAL - LAGOON PUMP -	20-700-51000	6.99
O'REILLY AUTOMOTIVE INC	248279	10/31/2025	GL-WIPER FLD, WIPER BLADE TRK # 115 - STS / W / S	10-300-71000	3.42
O'REILLY AUTOMOTIVE INC	248279	10/31/2025	GL-WIPER FLD, WIPER BLADE TRK # 115 - STS / W / S	20-600-71000	6.83
O'REILLY AUTOMOTIVE INC	248279	10/31/2025	GL-WIPER FLD, WIPER BLADE TRK # 115 - STS / W / S	20-700-71000	6.84
O'REILLY AUTOMOTIVE INC	248952	11/04/2025	RETURN - STS/W/S	10-300-71000	-2.22
O'REILLY AUTOMOTIVE INC	248952	11/04/2025	RETURN - STS/W/S	20-600-71000	-4.44
O'REILLY AUTOMOTIVE INC	248952	11/04/2025	RETURN - STS/W/S	20-700-71000	-4.44
Vendor ORE145 - O'REILLY AUTOMOTIVE INC Total:					100.12
Vendor: RAC450 - RACE BROS FARM SUPPLY INC					
RACE BROS FARM SUPPLY INC	D42894	11/03/2025	STRAW - LANDSCAPING WRK ON MARK ST - STS	10-300-50200	47.94
Vendor RAC450 - RACE BROS FARM SUPPLY INC Total:					47.94
Vendor: LIN200 - ROTA L. STONEHOUSE					
ROTA L. STONEHOUSE	102725	10/27/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-100-55600	240.00
ROTA L. STONEHOUSE	102725	10/27/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-200-55600	15.00
ROTA L. STONEHOUSE	102725	10/27/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	10-250-56400	15.00
ROTA L. STONEHOUSE	102725	10/27/2025	DATA COMPILATION, RECORD RETENSION - GEN/CT/LAW/P	20-700-55600	30.00
Vendor LIN200 - ROTA L. STONEHOUSE Total:					300.00

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Item # B.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SPS150 - SCHENDEL PEST SERVICES					
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	10-100-50130	25.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	10-200-50130	35.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	10-250-50130	5.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	10-300-50130	10.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	10-400-50550	5.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	20-600-50130	30.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	20-700-50550	30.00
SCHENDEL PEST SERVICES	1039388	10/24/2025	PEST CONTROL-ALL	30-800-50130	40.00
Vendor SPS150 - SCHENDEL PEST SERVICES Total:					180.00
Vendor: SCH175 - SCHULTE SUPPLY INC					
SCHULTE SUPPLY INC	S1220442.004	10/29/2025	1" CTSPJ X 1 1/4" PVCPI CPLNG - S	20-700-51000	363.52
Vendor SCH175 - SCHULTE SUPPLY INC Total:					363.52
Vendor: SFX100 - SHANE FOX					
SHANE FOX	AUG	10/31/2025	REIM CELL PHONE AUG - STS/W/S	10-300-61000	10.00
SHANE FOX	AUG	10/31/2025	REIM CELL PHONE AUG - STS/W/S	20-600-61000	20.00
SHANE FOX	AUG	10/31/2025	REIM CELL PHONE AUG - STS/W/S	20-700-61000	20.00
SHANE FOX	OCT	10/31/2025	REIM CELL PHONE OCT - STS/W/S	10-300-61000	10.00
SHANE FOX	OCT	10/31/2025	REIM CELL PHONE OCT - STS/W/S	20-600-61000	20.00
SHANE FOX	OCT	10/31/2025	REIM CELL PHONE OCT - STS/W/S	20-700-61000	20.00
SHANE FOX	SEP	10/31/2025	REIM CELL PHONE SEP - STS/W/S	10-300-61000	10.00
SHANE FOX	SEP	10/31/2025	REIM CELL PHONE SEP - STS/W/S	20-600-61000	20.00
SHANE FOX	SEP	10/31/2025	REIM CELL PHONE SEP - STS/W/S	20-700-61000	20.00
Vendor SFX100 - SHANE FOX Total:					150.00
Vendor: GCH100 - SPRINGFIELD ANIMAL CONTROL					
SPRINGFIELD ANIMAL CONTR	18	11/01/2025	(2) ANIMAL IMPOUND FEES- LAW	10-200-56400	80.00
Vendor GCH100 - SPRINGFIELD ANIMAL CONTROL Total:					80.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	345917 03	10/27/2025	HINGED SADDLE JACKSON ST SIDEWALK - STS	10-300-95100	110.34
SPRINGFIELD WINWATER WO	346975 02	10/27/2025	74704-22 3/4 PLG CORP MNPT X CTS- WTR RESTOCK -	20-600-50130	12,534.49
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					12,644.83
Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT					
SPRINGFIELD-GREENE COUNT	110525	11/05/2025	WATER SAMPLE TESTING - W	20-600-50200	117.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					117.00
Vendor: STA500 - STAPLES					
STAPLES	6046291233	10/26/2025	COPY PAPR, MEMOBKS - LAW	10-200-50700	79.35
STAPLES	6046291234	10/26/2025	PAPR PLATES, PLASTIC	10-300-50130	16.51
STAPLES	6046291234	10/26/2025	CUTLRY, FACE TISSUES-ST/S/W	20-600-50130	33.01
STAPLES	6046291234	10/26/2025	PAPR PLATES, PLASTIC	20-600-50130	33.01
STAPLES	6046291234	10/26/2025	CUTLRY, FACE TISSUES-ST/S/W	20-700-50550	33.01
STAPLES	6046291236	10/26/2025	PAPR PLATES, PLASTIC	20-700-50550	33.01
STAPLES	6046291236	10/26/2025	CUTLRY, FACE TISSUES-ST/S/W	10-100-50130	255.69
STAPLES	6046291236	10/26/2025	COPY PAPER, RESTROOM	10-100-50130	255.69
STAPLES	6046291236	10/26/2025	SIGN, CORRECTN TAPE - GEN	10-100-51000	3.75
STAPLES	6046291236	10/26/2025	COPY PAPER, RESTROOM	10-100-51000	3.75
STAPLES	6046291238	10/26/2025	SIGN, CORRECTN TAPE - GEN	10-100-51000	3.75
STAPLES	6046291238	10/26/2025	3-PK PERSONNEL ONLY SIGNS - GEN	10-100-51000	9.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES	6046291241	10/26/2025	BATTERIES, FILE FOLDRS, BINDR CLIPS - STS/W/S	10-300-50700	7.82
STAPLES	6046291241	10/26/2025	BATTERIES, FILE FOLDRS, BINDR CLIPS - STS/W/S	20-600-50130	15.65
STAPLES	6046291241	10/26/2025	BATTERIES, FILE FOLDRS, BINDR CLIPS - STS/W/S	20-700-50130	15.64
STAPLES	6037981389	10/31/2025	PAPER TOWELS, BRWN ROLL PAPR TWLS - STS/W/S	10-300-50550	16.29
STAPLES	6037981389	10/31/2025	PAPER TOWELS, BRWN ROLL PAPR TWLS - STS/W/S	20-600-50550	32.58
STAPLES	6037981389	10/31/2025	PAPER TOWELS, BRWN ROLL PAPR TWLS - STS/W/S	20-700-50550	32.58
STAPLES	6037981391	10/31/2025	HP TONER - GEN	10-100-50130	209.16
STAPLES	6037981392	10/31/2025	TISSUE - STS/W/S	10-300-50550	10.41
STAPLES	6037981392	10/31/2025	TISSUE - STS/W/S	20-600-50550	20.83
STAPLES	6037981392	10/31/2025	TISSUE - STS/W/S	20-700-50550	20.83
STAPLES	6037981394	10/31/2025	PAPR TWLS, FACIAL TISSE - GE	10-100-50550	83.97
STAPLES	6037981396	10/31/2025	CLR X DISF WIPES - GEN	10-100-50550	39.99
STAPLES	6037981397	10/31/2025	BRWN PAPR BAGS, COFFEE - LAW	10-200-50700	43.08
STAPLES	6040734299	10/31/2025	UTILITY ENVELOPES - W/S	20-600-50700	34.47
STAPLES	6040734299	10/31/2025	UTILITY ENVELOPES - W/S	20-700-50700	34.48
STAPLES	6040734300	10/31/2025	HAND DRYERS - PKS	30-800-50550	1,020.44
STAPLES	6040734301	10/31/2025	PAPER CLIPS - LAW	10-200-50700	7.69
STAPLES	6040734302	10/31/2025	WEBCAM FOR CITY ADMIN OFFC - GEN	10-100-52000	99.99
STAPLES	6040734303	10/31/2025	HAND SOAP - PKS	30-800-50550	292.74
STAPLES	6040734305	10/31/2025	HAND SOAP - PKS	30-800-50550	195.16
STAPLES	6040734307	10/31/2025	HAND SOAP - PKS	30-800-50550	292.74
STAPLES	6040734308	10/31/2025	HAND SOAP, TOILET PAPER - PKS	30-800-50550	1,115.79
STAPLES	6040734309	10/31/2025	ROLL TWLS, HAND SOAP, AIR FRSHNR REFILLS - GEN	10-100-50550	256.83
STAPLES	6040734310	10/31/2025	DAWN ULTRA DETERGENT - LAW	10-200-50550	16.31
STAPLES	6040734311	10/31/2025	HAND SOAP, TOILET PAPER - PKS	30-800-50550	365.36
STAPLES	6040734312	10/31/2025	TOILET PAPR, AIR FRESHENER REFILLS, HANDSOAP - LAW	10-200-50550	246.39
STAPLES	6040734313	10/31/2025	AIR FRESHENER REFILLS, HAND SANITIZER - STS/W/S	10-300-50550	17.87
STAPLES	6040734313	10/31/2025	AIR FRESHENER REFILLS, HAND SANITIZER - STS/W/S	20-600-50550	35.74
STAPLES	6040734313	10/31/2025	AIR FRESHENER REFILLS, HAND SANITIZER - STS/W/S	20-700-50550	35.73
STAPLES	6040734314	10/31/2025	(10) CHAIRS FOR BOA/COURTRM - GEN	10-100-52000	499.90
STAPLES	6040734315	10/31/2025	BINDERS, HAND SANITIZER - GEN	10-100-50130	46.46
STAPLES	6040734315	10/31/2025	BINDERS, HAND SANITIZER - GEN	10-100-50550	99.99
STAPLES	6040734316	10/31/2025	1OZ ECONO PUMP - GEN	10-100-50550	13.62
STAPLES	6040734317	10/31/2025	MESSAGE FLGS, ADDRESS LBLs, GLASS CLNR - GEN	10-100-50130	17.49
STAPLES	6040734317	10/31/2025	MESSAGE FLGS, ADDRESS LBLs, GLASS CLNR - GEN	10-100-50550	19.69
STAPLES	6040734318	10/31/2025	FILE FOLDERS - GEN	10-100-50130	43.98
STAPLES	6040734319	10/31/2025	HAND SANITIZER FLOOR STAND DISPENSER - LAW	10-200-50550	0.02
STAPLES	6040734320	10/31/2025	HAND SANITIZER FLR STND DISPENSER - GEN	10-100-50550	0.02
STAPLES	6040734321	10/31/2025	HAND SANITIZER REFILLS, FLOOR STAND DISPENSER- PK	30-800-50550	888.79

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Post Dates: 10/23/25 Item # B. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES	6040734322	10/31/2025	HAND SANITIZER - LAW	10-200-50550	253.92
STAPLES	6040734323	10/31/2025	HAND SANITIZER FLOOR	10-300-50550	0.02
			STAND DISPENSER - STS		
STAPLES	6040734324	10/31/2025	COPY PAPER, ALL PURPS CLNR	10-100-50130	240.84
			- GEN		
STAPLES	6040734324	10/31/2025	COPY PAPER, ALL PURPS CLNR	10-100-50550	4.04
			- GEN		
Vendor STA500 - STAPLES Total:					7,176.46
Vendor: SWM500 - SWMOCCFOA					
SWMOCCFOA	10-29-25	10/29/2025	LUNCH AT MEETNG R.	10-100-56900	24.00
			HANSEN - GEN		
Vendor SWM500 - SWMOCCFOA Total:					24.00
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	OCT	10/31/2025	PHONE REIM - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	OCT	10/31/2025	PHONE REIM - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	OCT	10/31/2025	PHONE REIM - STS/W/S	20-700-61000	20.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: AMK100 - VESTIS					
VESTIS	4170383803	10/27/2025	PW DEPT UNIFORM SERVICE -	10-300-92500	7.74
			STS / W / S		
VESTIS	4170383803	10/27/2025	PW DEPT UNIFORM SERVICE -	20-600-92500	15.49
			STS / W / S		
VESTIS	4170383803	10/27/2025	PW DEPT UNIFORM SERVICE -	20-700-92500	15.48
			STS / W / S		
VESTIS	4170385639	11/03/2025	PUBLIC WRKS UNIFORM	10-300-92500	7.74
			SERVICE - STS / W / S		
VESTIS	4170385639	11/03/2025	PUBLIC WRKS UNIFORM	20-600-92500	15.49
			SERVICE - STS / W / S		
VESTIS	4170385639	11/03/2025	PUBLIC WRKS UNIFORM	20-700-92500	15.48
			SERVICE - STS / W / S		
Vendor AMK100 - VESTIS Total:					77.42
Vendor: WYO100 - WESLEY YOUNG					
WESLEY YOUNG	OCT 2025	10/24/2025	PHONE REIM OCT - GEN	10-100-61000	50.00
WESLEY YOUNG	NOV 2025	11/04/2025	PHONE REIM NOV - GEN	10-100-61000	50.00
Vendor WYO100 - WESLEY YOUNG Total:					100.00
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	D132036	10/24/2025	DAP MAX FILL- INSULATION	10-300-50500	2.14
			FOR SHP DRS-STS/W/S		
WILLARD HOME CENTER LLC	D132036	10/24/2025	DAP MAX FILL- INSULATION	20-600-50500	4.29
			FOR SHP DRS-STS/W/S		
WILLARD HOME CENTER LLC	D132036	10/24/2025	DAP MAX FILL- INSULATION	20-700-50500	4.28
			FOR SHP DRS-STS/W/S		
WILLARD HOME CENTER LLC	B301093	10/31/2025	MISC SINGLE CUT KEYS - STS	10-300-50130	3.58
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					14.29
Vendor: XBP100 - XPRESS BILL PAY					
XPRESS BILL PAY	029735	10/31/2025	MAINT FEE - P&D	10-400-55500	35.00
Vendor XBP100 - XPRESS BILL PAY Total:					35.00
Grand Total:					189,780.33

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	95,714.45
20 - WATER AND SEWER FUND	88,406.83
30 - PARKS FUND	5,659.05
Grand Total:	189,780.33

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	896.12
10-100-50550	CUSTODIAL SUPPLIES-GC	518.15
10-100-50700	OFFICE SUPPLIES-GCG	93.41
10-100-50750	POSTAGE-GCG	24.12
10-100-51000	REPAIRS AND MAINTEN	82.01
10-100-52000	SUPPLIES SMALL EQUIP	599.89
10-100-55600	CONTRACT LABOR-GCG	1,520.00
10-100-55850	EQUIPMENT RENTAL-GE	75.02
10-100-56200	LEGAL-GCG	2,410.15
10-100-56900	TRAVEL EXPENSE-GCG	24.00
10-100-61000	TELEPHONE-GCG	100.00
10-100-62300	UTILITIES OTHER-GCG	114.44
10-200-50130	SUPPLIES-LAW	35.00
10-200-50550	CUSTODIAL SUPPLIES-LA	516.64
10-200-50700	OFFICE SUPPLIES-LAW	130.12
10-200-50750	POSTAGE-LAW	2.15
10-200-55600	CONTRACT LABOR-LAW	15.00
10-200-55850	EQUIPMENT RENTAL-LA	131.03
10-200-56400	PROFESSIONAL-LAW	6,975.00
10-200-62100	UTILITIES GAS-LAW	315.23
10-200-62300	UTILITIES OTHER-LAW	76.40
10-200-92500	UNIFORMS-LAW	942.21
10-200-93000	GROUP INSURANCE-LA	29.90
10-200-95500	CAPITAL ASSET EQUIPM	52,299.00
10-250-50130	SUPPLIES-COURT	5.00
10-250-50700	OFFICE SUPPLIES-COURT	15.57
10-250-50750	POSTAGE-COURT	47.04
10-250-55850	EQUIPMENT RENTAL-CO	8.34
10-250-56400	PROFESSIONAL-COURT	915.00
10-300-50130	SUPPLIES-STREETS	157.73
10-300-50200	LANDSCAPING - STREETS	47.94
10-300-50500	BUILDING MAINTENANC	2.14
10-300-50550	CUSTODIAL SUPPLIES-ST	44.59
10-300-50700	OFFICE SUPPLIES-STREET	7.82
10-300-51000	REPAIRS AND MAINTEN	1,036.16
10-300-55850	EQUIPMENT RENTAL-ST	12.91
10-300-56400	PROFESSIONAL-STREETS	9,621.00
10-300-61000	TELEPHONE-STREETS	40.00
10-300-71000	VEHICLE REPAIR & MAIN	94.07
10-300-71100	EQUIPMENT REPAIR &	620.64
10-300-92500	UNIFORMS-STREETS	15.48
10-300-95100	CAPITAL ASSET EXP-STRE	110.34
10-400-50550	CUSTODIAL SUPPLIES-P	5.00
10-400-50700	OFFICE SUPPLIES-P&D	15.57
10-400-50750	POSTAGE-P&D	9.04
10-400-55500	BANK/CREDIT CARD FEE	35.00
10-400-55600	CONTRACT LABOR-P&D	240.00
10-400-55850	EQUIPMENT RENTAL-P&	39.31
10-400-56400	PROFESSIONAL-P&D	10,730.41
10-400-56900	TRAVEL EXPENSE-P&D	845.36

Account Summary

Account Number	Account Name	Expense Amount
10-450-56400	PROFESSIONAL - ECO DE	3,068.00
20-600-50130	SUPPLIES-WATER	12,690.87
20-600-50200	LABORATORY FEES-WAT	117.00
20-600-50500	BUILDING MAINTENANC	4.29
20-600-50550	CUSTODIAL SUPPLIES-W	89.15
20-600-50700	OFFICE SUPPLIES-WATER	127.89
20-600-50750	POSTAGE-WATER	9.52
20-600-51000	REPAIRS AND MAINTEN	650.00
20-600-52300	LOCATE SUPPLIES	178.49
20-600-55850	EQUIPMENT RENTAL-WA	63.93
20-600-56400	PROFESSIONAL-WATER	1,015.85
20-600-61000	TELEPHONE WATER	80.00
20-600-62300	UTILITIES OTHER-WATER	259.79
20-600-71000	VEHICLE REPAIR & MAIN	188.14
20-600-92500	UNIFORMS-WATER	30.98
20-700-50130	SUPPLIES-SEWER	42.96
20-700-50500	BUILDING MAINTENANC	4.28
20-700-50550	CUSTODIAL SUPPLIES-SE	152.15
20-700-50700	OFFICE SUPPLIES-SEWER	127.90
20-700-50750	POSTAGE-SEWER	8.13
20-700-51000	REPAIRS AND MAINTEN	370.51
20-700-52000	SUPPLIES SMALL EQUIP	32.97
20-700-55600	CONTRACT LABOR-SEWE	30.00
20-700-55850	EQUIPMENT RENTAL-SE	63.93
20-700-56400	PROFESSIONAL-SEWER	7,336.85
20-700-57200	RECYCLE CENTER EXPEN	170.30
20-700-61000	TELEPHONE-SEWER	80.00
20-700-62000	UTILITIES ELECTRIC-SEW	30.26
20-700-62300	UTILITIES OTHER-SEWER	259.79
20-700-71000	VEHICLE REPAIR & MAIN	188.14
20-700-92500	UNIFORMS-SEWER	30.96
20-700-95500	CAPITAL ASSET EQUIPM	63,971.80
30-800-50130	SUPPLIES GENERAL-PKS	54.99
30-800-50170	SUPPLIES SPECIAL ACTIV	133.31
30-800-50500	BUILDING MAINTENANC	32.99
30-800-50550	CUSTODIAL SUPPLIES-PK	4,171.02
30-800-55850	EQUIPMENT RENTAL-PK	61.67
30-800-62000	UTILITIES ELECTRIC-PKS	308.50
30-800-62300	UTILITIES OTHER-PKS	842.40
30-800-71100	EQUIPMENT REPAIR &	54.17
Grand Total:		189,780.33

Project Account Summary

Project Account Key	Expense Amount
None	116,077.19
1030056400STE	9,621.00
2070095500-12	46,424.20
3080095500-11	17,547.60
Jackson Sidewalk 2025	110.34
Grand Total:	189,780.33

**CITY OF WILLARD
BOARD OF ALDERMEN
November 2025**



Item # C.

City Clerk Report

1. Began automated business license renewal through Civic Review. Tammy has mainly headed that up and we have begun processing around 100 business license renewals. No new physical businesses have sought first-time licensure.
2. Provided ongoing research and support for departments, and provided information for the State Audit
3. Fulfilled Sunshine Law Records Requests—these are growing more numerous due to AI-generated requests and third-party information brokers' requests. The Flock cameras were the subject of an ongoing request; that resident said he is planning to come speak to the Board on 11/10/25.
4. Backlogged filing nearly complete per the Missouri Retention Schedule
5. Submitted code changes to General Code and manually updated our General Code Binders
6. Created the agenda, packet and minutes for the Board of Aldermen meetings and the BOA/ Water Advisory Board Work Meeting.
7. Created the agenda, packet and minutes for the Water Advisory Board, and Water Advisory Board Work meeting.
8. We had our first meeting of the Economic Development Task Force and have set our meeting for December.
9. Continuing to create organizational charts for dates of contracts and dates of service for committee and board members.
10. Attended the Missouri City Clerks and Finance Officers Association meeting.
11. Released updated NEST locations
12. The City participated in a Buckle Up, Phones Down MDOT campaign and released a short video.
13. Adding relevant information to the Continuity Binder used to train my replacement, focusing on software used for BOA and other meetings, and also creating calendars of duties for preparing for and processing meeting information.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Item # C.

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: WILLARD		Reporting Period: Oct 1, 2025 - Oct 31, 2025	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781					
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781				County: Greene County	
Telephone Number:		Fax Number:			
Prepared by: Terry Forshee		E-mail Address:			
Municipal Judge: DAVID W. DORAN					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		12	373	81	
B. Cases (citations/informations) filed		0	64	8	
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		0	53	6	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	5	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	17	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	75	6	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		12	362	83	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	22	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	14	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	342				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Item # C.

COURT INFORMATION	Municipality: WILLARD	Reporting Period: Oct 1, 2025 - Oct 31, 2025
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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	\$4,353.00	Court Automation	\$429.55
Clerk Fee - Excess Revenue	\$507.00	Due To Debt Collection	\$330.98
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$17.05	Judicial Facility Srchg CT31	\$625.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$0.00
Total Excess Revenue	\$4,877.05	Total Other Disbursements	\$1,386.03
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,541.48
Fines - Other	\$1,418.50	Bond Refunds	\$256.50
Clerk Fee - Other	\$168.00	Total Disbursements	\$8,797.98
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$61.38		
Peace Officer Standards and Training (POST) Commission surcharge	\$61.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$437.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.65		
Law Enforcement Training (LET) Fund surcharge	\$126.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$2,278.40		

Willard Parks and Recreation Director's Report Monthly Report – November 2025

Quote of the Month: “Parks and recreation are not luxuries; they are essential public services that define a community’s quality of life.” — Adapted from the National Recreation and Park Association

The close of October brought both highlights and continued challenges for the Willard Parks and Recreation Department. As the fiscal year nears its end, the department has continued to navigate significant budgetary pressures while delivering successful programs that serve hundreds of residents each month.

This month’s programming reflected the department’s ongoing commitment to providing safe, well-run, and enjoyable community experiences. The annual *Trunk or Treat* event was a major success, drawing more than 600 costumed children and their parents despite the rain, and earning overwhelmingly positive feedback from participants. Similarly, the fall soccer season concluded successfully, with excellent turnout and enthusiastic participation from both players and families. Recent School’s out camps were also well received, offering vital childcare support to working parents during school breaks. These programs show the department’s ability to deliver high-quality services even amid financial constraints.

Despite these program successes, the department continues to face structural financial challenges. Seasonal staffing remains the single largest operational expense and continues to rise due to state-mandated wage increases and the department’s reliance on seasonal labor. These costs are essential to maintaining safety and service quality in programs such as the pool, summer camps, and youth sports, but they have grown to represent a crushing share of total expenditures. The department has aggressively managed scheduling and reduced facility maintenance costs to offset these pressures, but such reductions have visible consequences. Much of the limited negative feedback received from the public is not on programs themselves, but on declining facility quality—issues such as field conditions, lighting, and outdated equipment—all areas where spending reductions have been most pronounced.

While cost containment remains a departmental priority, it is important to recognize that the budget cannot reasonably absorb additional cuts without diminishing service quality or safety. The department continues to operate efficiently and responsibly, but the broader economic slowdown and stagnant tax revenues have compounded the challenge of sustaining service levels. Parks and recreation, like water and sewer, are core elements of city infrastructure—vital systems that directly impact public health, safety, and community well-being. However, unlike utilities, parks operate in an open market where price increases risk pushing families to more affordable alternatives in neighboring communities, limiting our ability to generate revenue through user fees.

As we look ahead to the Fall Break Camp and Christmas on the Frisco, the department remains committed to delivering programs that strengthen community connection and pride.

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Planning Department Report

November 2025

Permits - September

Permits Issued (October)	Fees collected (October)	Est. Value of Work (October)	Permits Issued (YtD)	Fees Collected (YtD)	Est. Value of Work (YtD)
19	\$5,931.01	\$473,003.68	123	\$132,573.21	\$7,914,744.95

Sunshine requests included the US Census, Data Dodge Analytics, and Build-zoom

Current Development

Hoffman Hills Phase I: Finishing up. Multiple buildings are under construction. Looking to replat several lots.

Hoffman Hills Phase II: Multiple Building permits have been issued to build residential homes.

Stone Creek Phase II: Almost finished with subdivision. Have very few permits still out.

Generations Village: All building permits have been issued. They have received several Temporary Certificate of Occupancy (TCO's).

Rocky Point: Has Preliminary plat. Working on construction drawings and utility installation.

Mike Ruesch
Director of Planning and Development
417-742-5310

Other Business

1. Working on Landlord Registration codes for long term rentals.
2. Mediacom is installing fiber in the Hoffman hills area final cleanup is underway
3. Starting information gathering for a Master Parks and Trails Plan, will start community involvement late January 2025
4. Starting communication conduit installation codes for new subdivisions
5. Jackson Street sidewalk project moving forward to design
6. Utility upgrade to the Sac River Cowboy Church is complete
7. Looking into revision of the Inflow & Infiltration Codes
8. Coordinating information on a Master Transportation Plan
 - a. Coordinating the establishment of a steering committee to define the vision and purpose of the master transportation plan.



Willard Police Department
October 2025 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	16
Shannon Shipley, Asst. Chief	1602-003	5
	Total	21

Squad #1	1607-050	Caleb Steen, Cpl.	51	Squad #2	1603-027	Steve Purdy, Sgt.	29
	1605-056	Mark Cole, Cpl.	46		1608-054	Stefan Collette, Cpl.	22
	1611-064	Danielle Cale, Officer	53		1610-061	Christian Smith, Sr. Officer	20
	1604-065	Anthony Hickox, Officer	31		1609-063	Cody Weatherford, Officer	26
	1606-067	Levi O'Neil, Officer	26				
	Total		207		Total		97

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer	1	
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	Total		1	
Total Incidents for the month...			326	

Incident Statistics

Felony	2	HBO (Handled by Officers)	244
Misdemeanor	7	Use of Force	0
Infraction	127	Dog at Large	4
Other (Services)	190	Neglect-0 /Abuse-0 /Bites-0	0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	42,741	674	22	31		843.96
WPD-02 2021 Charger	86,415	1,354	17	80		1,792.64
WPD-03 2023 Charger	12,799	430	5	86		184.98
WPD-04 2023 Durango	53,096	1,439	21	69	118.97	458.37
WPD-05 2023 Charger	57,081	1,117	16	70		1,844.81
WPD-06 2023 Durango	38,047	832	14	59		341.45
WPD-07 2017 Explorer	38,200	812	17	48		1,063.39
WPD-08 2008 Harley	6,836	0	0	0		0
WPD-09 2023 Charger	11,003	2,534	33	77	119.48	226.97
WPD-10 2023 Charger	13,462	2,126	27	79		249.97

Monthly Vehicle Maintenance Details

WPD-01:	WPD-06:
WPD-02:	WPD-07:
WPD-03:	WPD-08:
WPD-04: oil change; rotate tires	WPD-09: oil change; rotate tires
WPD-05:	WPD-10:

Public Works Report

October 2025

156 - Service Orders

43 - Rereads

9 - After Hour Call ins

149 - Locates

35 - Shut Offs

21 - Meter/ERTS Replaced

Water Department

1. Took routine & special water samples
2. Flushing all throughout Meadows and Willard
3. Repaired water leak @ hughes Rd. apartments
4. Repaired water leak on Jeb St.
5. Repaired water leak on Perryman
6. Repaired water leak on Farm Rd. 81
7. Repaired water leak on St. Hwy EE
8. Took special samples for Hwy EE water leak & 81 water leak
9. Repaired water leak on Summit by replacing faulty setter
10. Conducted interviews for vacant water position, and made a hire
11. Assisted streets department with Mark st asphalt and cleanup, as well as flagging on Hunt rd.

Sewer Department

1. Lift Station maintenance
2. Sewer Lagoon Pond maintenance
3. Locates
4. Continuing manhole inspections
5. Lagoon samples & EDMR
6. Continued to camera and Jett and all throughout town
7. Repaired sewer camera
8. Unclog LS B check valve (1 times)

9. Continued I&I data entry
10. Repaired gas monitor
- 11.11. Coordinated with roofers working on Meadows well #1

Streets Department

1. Continued mowing throughout town, both lawn mower and boom mower
2. Continued work on Southview drainage
3. Completed crack sealing with 4 pallets of crack seal
4. Cleaned up 3 water leaks behind water department
5. Fixed several potholes on Hunt Rd.
6. Completed all maintenance on backhoe
7. Cleaned up ditchways on Farm rd. 103 as well as mowing
8. Worked on Mark St.
9. Fixed several potholes on Miller rd.

2025 BOARD ATTENDANCE REPORT

Item # D.

ATTENDED: Y					SPECIAL SESSION	SPECIAL SESSION		SPECIAL SESSION
NAME	<u>1/13/2025</u>	<u>1/27/2025</u>	<u>2/10/2025</u>	<u>2/24/2025</u>	<u>3/10/2025</u>	<u>3/24/2025</u>	<u>4/14/2025</u>	<u>4/28/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y	Y	Y
CASEY BIELLIER	Y	Y	Y	Y	Y	Y	Y	Y
JEREMY HILL	Y	OUT	Y	OUT	Y	Y	Y	N
DAVID KEENE (MPT)	Y	Y	Y	Y	Y	Y	Y	Y
JOYCE LANCASTER	Y	OUT	Y	Y	Y	Y	Y	Y
SCOTT SWATOSH	Y	Y	OUT	Y	N	N	Y	Y
CAROL WILSON	Y	Y	OUT	Y	Y	Y	N	Y
NAME	<u>5/12/2025</u>	<u>5/27/2025</u>	<u>6/9/2025</u>	<u>6/23/2025</u>	<u>7/14/2025</u>	<u>7/28/2025</u>	<u>8/11/2025</u>	<u>8/25/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y	Y	Y
CASEY BIELLIER	Y		Y	Y	Y	Y	Y	Y
JEREMY HILL	Y	Y	Y	Y	N	Y	Y	Y
DAVID KEENE (MPT)	N	Y	N	Y	Y	Y	Y	Y
JOYCE LANCASTER	Y	Y	Y	Y	Y	Y	Y	Y
RACHEL MATHISON	Y	Y	Y	Y	Y	Y	N	Y
CAROL WILSON	N	Y	N	N	Y	Y	N	Y

NAME	<u>9/8/2025</u>	<u>9/22/2025</u>	<u>10/13/2025</u>	<u>10/27/2025</u>	<u>11/3/2025</u>	<u>11/5/2025</u>	<u>11/10/2025</u>	<u>11/24/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y		
CASEY BIELLIER	N	Y	Y	Y	Y	Y		
JEREMY HILL	Y	Y	Y	N	Y	N		
DAVID KEENE (MPT))	Y	Y	Y	Y	Y	Y		
JOYCE LANCASTER	Y	Y	Y	Y	Y	Y		
CAROL WILSON	Y	N	Y	Y	Y	Y		



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Steve Bodenhamer

SUBJECT:

Sanitary Sewer Update (7 min)

CITY OF WILLARD
INTERNAL MEMORANDUM

DATE: November 10, 2025

TO: Mayor Smith and BOA

FROM: S. D. Bodenhamer

RE: Sanitary Sewer Project Status

COMMUNITY FUNDING PARTNERSHIP (94 Lift Station and Force Main)

Status of components:

- Financing
 - Requests for Terms for short-term bank financing were received from three banks.
 - O'Bannon Bank, Buffalo, MO has submitted the most favorable term
 - 5.00% Fixed Rate
 - 12 Month Term
 - No Pre-Payment Penalty
 - Bond Proceeds \$2,134,000 consisting of:
 - Project Funds \$2,100,000
 - Legal Fee (Gilmore and Bell) \$14,000
 - Municipal Advisor Fee (Piper Sanders) \$20,000
 - Drawdown schedule per Equipment Lease Purchase Agreement (The drawdown schedule secures the financing but reduces the interest cost over the full term).
 - Piper Sanders recommends entering into the Equipment Lease Purchase Agreement with O'Bannon Bank.
 - Piper Sanders has directed Gilmore and Bell to prepare the legal documents and enacting ordinance for the City of Willard.
 - The enacting ordinance and supporting documents are presented further in the November 10, 2025, BOA agenda.
- Construction
 - The target date for issuance of Notice to Proceed to Young's General Contracting is January 15, 2026.

MEADOWS CONNECTION TO CITY OF SPRINGFIELD

Status of components:

- No Change.



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Steve Bodenhamer

SUBJECT:

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING AN EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE

BILL NO. 25-70

ORDINANCE NO. 2501110B

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE
CITY OF WILLARD, MISSOURI, AUTHORIZING AN
EQUIPMENT LEASE PURCHASE AGREEMENT AND
AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN
CONNECTION WITH THE DELIVERY OF THE LEASE.**

WHEREAS, City of Willard, Missouri (the “City”), desires to acquire and install certain equipment (the “Equipment”) for the City; and

WHEREAS, the Board of Aldermen finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with O’Bannon Banking Company (the “Bank”) relating to the delivery of the City of Willard, Missouri Equipment Lease Purchase Agreement (the “Lease”) for the purpose of (1) paying the costs necessary to acquire, construct and install the Equipment and (2) paying the costs of delivering the Lease; and

WHEREAS, the Board of Aldermen of the City further finds and determines that it is necessary and desirable in connection with the lease of the Equipment that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF CITY
OF WILLARD, MISSOURI, AS FOLLOWS:**

Section 1. Authorization of Documents. The City is hereby authorized to enter into the Equipment Lease Purchase Agreement between the Bank and the City (the “Lease”) in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof.

Section 2. Limited Obligations. The Lease and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Bank from the City pursuant to the Lease. The Lease and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Lease shall not constitute indebtedness, within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Execution of Documents. The City is hereby authorized to enter into, and the Mayor or Mayor Pro Tem of the City and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Lease and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The City shall, and the officials and agents of the City, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Tax Compliance Procedure. In order to maintain compliance with certain requirements of the Internal Revenue Code with respect to tax-exempt financings, the Board of Aldermen officially adopts the Tax Compliance Procedure, attached hereto as **Exhibit A**, as its official policy and procedures relating to all tax-exempt financings.

Section 6. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Willard, Missouri this 10th day of November 2025.

Troy Smith, Mayor

[SEAL]

ATTEST:

Rebecca Hansen, City Clerk

EXHIBIT A
TAX COMPLIANCE PROCEDURE
[Attached.]

CITY OF WILLARD, MISSOURI
TAX COMPLIANCE PROCEDURE
Dated as of November 10, 2025

TAX COMPLIANCE PROCEDURE

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* * *

TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

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

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

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

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

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

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

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

“Compliance Procedure” means this Tax Compliance Procedure.

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

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Governing Body” means the Board of Aldermen of the Issuer.

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

“IRS” means the Internal Revenue Service.

“Issuer” means the City of Willard, Missouri.

“Placed In Service” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

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

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

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

“Tax Compliance Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, Arbitrage Certificate or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of the which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes.

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

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.

- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Issuer's Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

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

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

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

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return

preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing that are relevant to the Issuer. At the time the individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing Bond Compliance Officer is responsible for training the incoming individual acting as Bond Compliance Officer to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

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

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds currently outstanding.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond, the Bond Compliance Officer will follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

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

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by an officer of the Issuer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

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

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

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

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

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE BOARD OF ALDERMEN OF THE
CITY OF WILLARD, MISSOURI

EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

**O'BANNON BANKING COMPANY,
as Lessor**

AND

**CITY OF WILLARD, MISSOURI,
as Lessee**

Dated as of November 19, 2025

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EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), dated as of November 19, 2025, is entered into between **O’BANNON BANKING COMPANY**, a banking institution organized and existing under the laws of the State of Missouri, as Lessor (“Lessor”), and **CITY OF WILLARD, MISSOURI**, a municipal corporation and political subdivision existing under the laws of the State of Missouri, as Lessee (“Lessee”).

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described, to Lessee, and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Missouri to enter into this Agreement for the purposes set forth herein; and

WHEREAS, Lessor will provide funds in an amount not to exceed \$2,134,000 as listed on **Exhibit A**, to pay the costs of the Equipment, as further described in **Exhibit A**, and Lessee will repay such funds subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Agreement” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

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

“Commencement Date” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the date on which the first installment of funds to pay the costs of the Equipment are deposited in the Project Fund.

“Completion Date” means the date of completion of installation of the Equipment as that date is certified as provided in **Section 5.01(d)**.

“Contract” means any contract or contracts with the Contractors for the acquisition, delivery and installation of the Equipment.

“Contractors” means manufacturers of the Equipment, as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment, and parties retained to install and deliver the Equipment.

“Equipment” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, repairs, restorations, modifications and improvements thereof or thereto.

“Event of Default” means an Event of Default described in **Section 12.01**.

“Fiscal Year” means the fiscal year adopted by the Lessee for accounting purposes, which as of the execution of this Agreement commences on January 1 of each year and ends on December 31 of the following year.

“Issuance Year” is the calendar year in which the Commencement Date occurs.

“Lease Term” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 3.03**.

“Lessee” means the City of Willard, Missouri, its successors and its assigns.

“Lessee Representative” means the Mayor, Mayor Pro Tem, City Clerk, or such other person or persons at the time designated to act on behalf of the Lessee in matters relating to this Agreement as evidenced by a written certificate furnished to the Lessor containing the specimen signature of such person or persons and signed on behalf of the Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of the Lessee Representative.

“Lessor” means O’Bannon Banking Company, its successors and its assigns.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“Net Proceeds” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the period from the Commencement Date until the end of the Fiscal Year in effect at the Commencement Date.

“Payment Schedule” means the schedule of Rental Payments set forth on **Exhibit B**.

“Principal Amount Outstanding” refers to the total of all amounts advanced to date by the Lessor pursuant to **Section 5.01(b)** and **(c)**, less the total of all Rental Payments paid to date to the extent that such Rental Payments are attributed to the principal portion of Rental Payments.

“Purchase Price” means the amount that Lessee may, at its option, pay to Lessor to purchase the Equipment, as set forth in **Section 10.01**.

“Renewal Terms” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s Fiscal Year.

“Rental Payment Date” means the dates on which Rental Payments are payable by Lessee under the schedule set forth on **Exhibit B**.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“State” means the State of Missouri.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”).

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(m) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(n) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(o) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner that, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(p) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(q) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 3.02. Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.03. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) a default by Lessee and Lessor's election to terminate this Agreement under **Article XII**;
- (c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term; or
- (d) the exercise by the Lessee of the option to purchase the Equipment granted under the provisions of **Article X** and payment of the Purchase Price.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the

Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then-current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then-current Fiscal Year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then-current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then-current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 3.06. Nonsubstitution. If this Agreement is terminated in accordance with **Section 3.05**, to the extent lawful, Lessee agrees that it shall not expend any funds for the purchase or use of equipment performing functions similar to those performed by the Equipment for a period of 90 days following the end of the then-current Original Term or Renewal Term; provided, however, that this restriction shall not be applicable in the event the Equipment shall be sold, re-leased or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, are sufficient to pay all Rental Payments then due and payable together with the then-remaining principal portions of Rental Payments through the Maximum Lease Term. This Section shall remain in effect notwithstanding the termination of this Agreement.

ARTICLE IV

RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the Fiscal Year in which such payments are due. Any payment not received on or before its due date shall bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date. Lessor shall provide Lessee timely notice of the amount and due date of each Rental Payment due, whether through monthly statements, a payment book, or some other reasonable method.

Section 4.02. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Such interest portions of each Rental Payment will be calculated using a per annum interest rate equal to 5.00%.

Section 4.03. Rental Payments To Be Unconditional. *EXCEPT AS PROVIDED IN SECTION 3.05, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON,*

INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligations of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, are from year-to-year and do not constitute a mandatory payment obligation of Lessee in any Fiscal Year beyond the then-current Fiscal Year of Lessee. Lessee's obligations hereunder shall not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.05. Prepayment of Rental Payments. The Lessee may at any time prepay all or any part of the Rental Payments provided for hereunder.

ARTICLE V

EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed as specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. Lessee will not sell, transfer or otherwise relocate the Property without Lessor's consent, which consent will not be unreasonably withheld.

(b) There is hereby established in the custody of Lessor an account designated as the "**City of Willard, Missouri – Project Fund**" (the "Project Fund") to be held and administered by Lessor in accordance with this Agreement. Upon the execution and delivery of this Agreement, the Lessor shall deposit the amount of \$50,001 in the Project Fund. Moneys in the Project Fund will be used to pay for the cost of acquisition and installation of the Equipment listed in this Agreement and to pay certain costs of entering into this Agreement. Payment will be made from the Project Fund for the costs of the Equipment upon presentation to the Lessor of a written request and certification in the form attached hereto as **Exhibit C**, signed by a Lessee Representative.

(c) After the initial deposit to the Project Fund described in **Section 5.01(b)** has been exhausted, the Lessor shall, within 5 business days of receipt of a written request and certification for the payment of costs of the Equipment in the form attached hereto as **Exhibit C**, signed by a Lessee Representative, deposit to the Project Fund the amount of such written request, or pay directly to the payees shown on such written request, as directed by the Lessee, the amounts shown in such written request; *provided that* the total of all such deposits and payments made by the Lessor, including the initial deposit to the Project Fund by the Lessor described in **Section 5.01(b)**, above, shall not exceed \$2,134,000. The Lessor shall give notice to the Lessee of any written request that would cause such limit to be exceeded and give the Lessee an opportunity to reduce the amount of such written request to comply with such limit. The final written request and certification shall be submitted no later than November 15, 2026.

(d) The Project Fund will terminate upon the occurrence of the earlier of (1) the presentation to the Lessor of (i) a Completion Certificate, a form of which is attached hereto as **Exhibit D**, and (ii) a certificate of an insurance consultant and/or certificates of insurance evidencing compliance with **Section**

7.02 of this Agreement; or (2) the occurrence and continuance beyond any applicable grace or cure period of an Event of Default under **Section 12.01** giving rise to remedies under **Section 12.02**. The Completion Certificate may also state that it is given without prejudice to any rights of the Lessee that then exist or may subsequently come into being against third parties. Upon termination as described in (1) or (2), any amount remaining in the Project Fund will be promptly applied by the Lessor, without further authorization, as provided in **Section 5.06** of this Agreement.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.05. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor shall have no responsibility to maintain, or repair or to make improvements or additions to the Equipment.

Section 5.06. Completion Date; Excess Funds. The Completion Date will be evidenced to the Lessor upon receipt by the Lessor of a Completion Certificate complying with the requirements of **Section 5.01(d)**. In the event that any moneys remain in the Project Fund on the Completion Date, such moneys will be paid to the Lessor as a reduction of the Principal Amount Outstanding. Within 10 business days after receiving a Completion Certificate, or if no Completion Certificate is received by November 15, 2026, by November 25, 2026, the Lessor shall provide to the Lessee a Schedule of Rental Payments in the form attached hereto as part of **Exhibit B**, calculated as provided therein.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 10.01** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor

may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on (i) the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom, and (ii) amounts deposited in the Project Fund. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

To secure the payment of all of the Lessee's obligations under this Agreement, to the extent permitted by law, the Lessor retains a security interest in the Equipment and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The Lessee shall execute all additional documents (including financing statements, affidavits, notices and similar instruments) and take any action necessary or appropriate to establish and maintain such security interest. The Lessee agrees that financing statements with respect to the Equipment may be filed. For each item of Equipment that is subject to the provisions of Section 400.9-303 of the Revised Statutes of Missouri (regarding the perfection of security interests in vehicles and other goods covered by certificate of title), the Lessee shall (1) at the time it applies to the Missouri Department of Revenue for a certificate of title (which shall occur not later than 30 days after the Lessee takes delivery of such item of Equipment), take such action as is necessary to note the Lessor as holder of a first lien on such certificate of title and (2) within 60 days after the Lessee takes delivery of such item of Equipment, provide evidence satisfactory to the Lessor that such notation has been made on such certificate of title.

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then-in-use in the State and any other risks reasonably required by Lessor in an amount at least equal to the remaining principal portions of Rental Payments through the Maximum Lease Term of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to maintain the insurance required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then-current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements (including balance sheet, income statement and cash flow statement), budgets, proofs of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Lessee shall deliver to Lessor a copy of its annual audit within 30 days of receipt of the final audit report.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.06. Notification of Event Affecting Lessor's Interest. Lessee will provide Lessor notification, within ten (10) business days, of any event or action that may impact the Lessor's interest in the Equipment.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to **Section 10.01(b)**. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.01**, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01(b)**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX

WARRANTIES

Section 9.01. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Contractors' Warranties. Lessee may have rights under the contract(s) evidencing the purchase and/or installation of the Equipment; Lessee is advised to contact the Contractors for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Contractors to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from

time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Contractors. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Contractors, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Contractors.

ARTICLE X

OPTION TO PURCHASE

Section 10.01. Purchase Option. Lessee shall have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On the final Rental Payment Date of the Maximum Lease Term, upon payment in full of the Rental Payments and any other amounts then due hereunder; or
- (b) At any time upon payment in full of the Rental Payments and any other amounts then due hereunder plus (i) the remaining principal portions of Rental Payments through the Maximum Lease Term, and (ii) if the purchase date is not a Rental Payment Date, an amount equal to the portion of the interest portion of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date.

Upon the exercise of the option to purchase set forth above, including payment of the applicable amounts described above (the "Purchase Price"), title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 10.01** represents, as of the end of the Maximum Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that (a) any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein, provided that Lessor has first provided Lessee of timely notice of the amount and due date of such Rental Payment as described in **Section 4.01**;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.01(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment and the proceeds in the Project Fund to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 13.10. Anti-Discrimination Against Israel. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, Lessor hereby certifies to Lessee that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

O'BANNON BANKING COMPANY

By: _____

Title:

Address: PO Box 890
Buffalo, Missouri 65622

CITY OF WILLARD, MISSOURI

[SEAL]

By: _____
Title: Mayor

Address: 224 W. Jackson
Willard, MO 65781

ATTEST:

Title: City Clerk

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

The Equipment is _____, to be located at
the City's Sewer Lift Station at _____, financed with the Lease proceeds.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Lease Commencement Date: November 19, 2025
 Interest Rate: 5.00% per annum
 Basis of interest rate calculation: Actual day count / 360 days

Payment of principal portion of Rental Payments (in an amount equal to the Principal Amount Outstanding) shall be made on December 1, 2026, and interest portion of Rental Payments, as set forth below, shall be made on June 1 and December 1, beginning June 1, 2026.

The interest portion of Rental Payments shall accrue on the Principal Amount Outstanding from the date that each amount advanced by the Lessor pursuant to **Section 5.01(b)** and **(c)** of the Agreement is deposited into the Project Fund or the most recent Rental Payment Date for which the interest portion of Rental Payments has been paid, whichever is later, at the rate per annum equal to 5.00%. For each Rental Payment, the Lessor shall electronically notify the Lessee of the amount of interest portion and, if applicable, principal portion of Rental Payments due on the applicable Rental Payment Date no later than one Business Day prior to such Rental Payment Date.

On the date set for the provision of a Rental Payment Schedule pursuant to **Section 5.06** of the Agreement, but no later than November 25, 2026, the Lessor shall provide a Rental Payment Schedule, in the form set forth below, which identifies the Principal Amount Outstanding, together with interest thereon, due on December 1, 2026.

[FORM OF RENTAL PAYMENT SCHEDULE]

RENTAL PAYMENT SCHEDULE

Rental Payment <u>Date</u>	Principal <u>Portion</u>	Interest <u>Portion</u>	Total <u>Payment</u>
12/1/2026	\$_____	\$_____	\$_____

(to be calculated and provided to the Lessee as provided above)

EXHIBIT C TO EQUIPMENT LEASE PURCHASE AGREEMENT

Request No. _____

Date: _____

WRITTEN REQUEST FOR DISBURSEMENT FROM PROJECT FUND

To: O'Bannon Banking Company
P.O. Box 890
Buffalo, MO 65622
Attention: Chris McElyea, Senior Vice President/Senior Loan Officer

Ladies and Gentlemen:

Pursuant to **Section 5.01** of the Equipment Lease Purchase Agreement, dated as of November 19, 2025 (the "Agreement"), between O'Bannon Banking Company (the "Lessor"), and the City of Willard, Missouri (the "Lessee"), the Lessee hereby requests payment in accordance with this request and said Section and hereby states and certifies as follows:

- (a) All terms in this request are used with the meanings used in the Agreement.
- (b) The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
- (c) The amounts requested either have been paid by Lessee, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on Attachment I hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials or equipment in the completion or financing of the Equipment.
- (d) No part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request under the Agreement.
- (e) The amount remaining to be paid from the Project Fund and other funds of the Lessee will, after payment of the amounts requested, be sufficient to pay the costs of the Equipment in accordance with the Contract and the undersigned's estimate of cost of work not under contract, if any.
- (f) This certificate contains no request for payment on account of any retained percentage which Lessee is on the date hereof entitled to retain.
- (g) There has not been filed with or served upon the Lessee any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts requested which has not been released or will not be released simultaneously with the payment of such obligation.

(h) Lien waivers for all services or materials furnished by subcontractors or suppliers related to the amounts requested are attached hereto.

(i) Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

CITY OF WILLARD, MISSOURI

By: _____
Lessee Representative

ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT
SCHEDULE OF PAYMENTS REQUESTED

Payee and Address

Amount

Description

EXHIBIT D TO EQUIPMENT LEASE PURCHASE AGREEMENT**COMPLETION CERTIFICATE**

O'Bannon Banking Company
P.O. Box 890
Buffalo, MO 65622
Attention: Chris McElyea, Senior Vice President/Senior Loan Officer

Re: Equipment Lease Purchase Agreement, dated as of November 19, 2025 (the "Agreement"),
between O'Bannon Banking Company and the City of Willard, Missouri

Ladies and Gentlemen:

Pursuant to the Agreement, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Agreement, (b) the Equipment was installed on _____, 2026, (c) all other facilities necessary in connection with the Equipment have been completed, (d) the Equipment and such other facilities have been completed in accordance with the Contracts and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all costs of the Equipment have been paid. This certificate is given without prejudice to any rights of Lessee that now exist or may subsequently come into being against third parties.

Date: _____

CITY OF WILLARD, MISSOURI

By: _____
Lessee Representative

FEDERAL TAX CERTIFICATE

Dated as of November 19, 2025

OF

CITY OF WILLARD, MISSOURI

Not to Exceed

\$2,134,000

**CITY OF WILLARD, MISSOURI
EQUIPMENT LEASE PURCHASE AGREEMENT**

FEDERAL TAX CERTIFICATE

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Exhibit A – Rental Payment Schedule and Proof of Lease Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Copy of Resolution of Official Intent

Exhibit D – Description of Property Comprising the Financed Facility

Exhibit E – Sample Annual Compliance Checklist

Exhibit F – Sample Final Written Allocation

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”), is executed as of November 19, 2025, by **CITY OF WILLARD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the execution of the Equipment Lease Purchase Agreement dated as of November 19, 2025 (the “Lease”), in the original principal amount of not to exceed \$2,134,000, between the City, as lessee, and O’Bannon Banking Company, as lessor (the “Bank”), approved by an Ordinance adopted by the City (the “Ordinance”), for the purposes described in this Tax Certificate, the Lease and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease and set forth the conditions under which the Interest Portion of the Rental Payments will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Lease proceeds and the property financed or refinanced with those proceeds and the investment of the Lease proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest Component of Rental Payments related to the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on November 10, 2025 as it may from time to time be amended (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Lease.

NOW, THEREFORE, the City represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Annual Compliance Checklist” means a checklist for the Financed Facility designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit D**.

“Bank” means O’Bannon Banking Company, lessor pursuant to the Lease.

“Bona Fide Debt Service Fund” means a fund, which may include Lease proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest portions on the Lease within each Lease Year; and (b) is depleted at least once each Lease Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Lease Year, or (2) one-twelfth of the principal and interest portions on the Lease for the immediately preceding Lease Year.

“Bond Compliance Officer” means the person named in the Tax Compliance Procedure.

“Basic Rent” means the Rental Payments due under the Lease, comprised of a Principal Portion and an Interest Portion, as set forth in the Lease.

“City” means City of Willard, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Closing Advance” means the amount of \$50,001, paid by the Lessor pursuant to the Lease on the Issue Date.

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

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Certificate.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Lease as described on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Lease, including amounts used to pay underwriting discount or fees, t), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Lease, (d) any amounts held in a pledged fund or reserve fund for the Lease, and (e) any other replacement proceeds.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

“Interest Portion” means the portion of each Rental Payment that represents the payment of interest as set forth in the Lease.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-

exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means November 19, 2025, the first date on which aggregate draws on the Lease exceed the lesser of \$50,000 or 5% of the issue price of the Lease.

“Lease” means the Equipment Lease Purchase Agreement between the City and the Bank, delivered pursuant to the Ordinance.

“Lease Year” means each 1-year period (or shorter period for the first Lease Year) ending January 1, or another 1-year period selected by the City.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Lease or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Lease.

“Net Proceeds” means, when used in reference to the Lease, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Lease proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Lease proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

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

“Official Intent Date” means November 10, 2025 as described in **Section 2.1(i)**.

“Opinion of Special Counsel” means the written opinion of Special Counsel to the effect that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the Interest Portion of Rental Payments under the Lease from gross income for federal income tax purposes.

“Ordinance” means the Ordinance authorizing the Lease as originally executed by the City as amended and supplemented in accordance with the provisions of the Ordinance.

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

“Principal Portion” means the portion of each Rental Payment that represents the payment of principal as set forth in the Lease.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Lease proceeds and other money contributed by the City (if any), all as described on **Exhibit D**.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning no earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

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

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

“Rental Payment” means the payment of Basic Rent.

“Special Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized Special Counsel acceptable to the City.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Policy and Procedure, dated November 10, 2025, as it may from time to time be amended.

“Tax-Exempt Obligation File” means documents and records for the Lease, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and delivery of the Lease.

“Yield” means yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to deliver the Lease for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Lease, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Lease, and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Lease—General Covenant and Allocation of Proceeds to Project.*

(1) The City (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Lease, whether or not such money was derived from the proceeds of the sale of the Lease or from any other source, in a manner that would cause the Lease to be an “arbitrage bond,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Lease proceeds

or any other funds of the City, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause any Interest Component of Rental Payments under the Lease to be included in gross income for federal income tax purposes.

(2) The City will finance the Project with Lease proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Lease proceeds (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first consulting with Special Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the Rental Payments will be (under the terms of the Lease or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Lease without first consulting with Special Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Lease will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Special Counsel.

(g) *Leases and Other Use Agreements.* As of the Issue Date, the City has not entered into any leases or any similar use agreement or arrangement with respect to any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period, the City will not enter into or renew any lease or similar use agreement or arrangement other than a Qualified Use Agreement without first consulting with Special Counsel.

(h) *Limit on Maturity of Lease.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit D**. Based on this computation, the “average maturity” of the Lease as computed by Special Counsel, does not exceed the average reasonably expected economic life of the Financed Facility, as such terms are used in Code § 147(b).

(i) *Expenditure of Lease Proceeds.*

(1) General. The City will evidence each allocation of the proceeds of the Lease and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted the Ordinance declaring the intent of the City to finance the Financed Facility with tax-exempt Lease and to reimburse the City for expenditures made for the Financed Facility prior to the delivery of those Lease. A copy of the Ordinance is attached to this Tax Certificate as **Exhibit C**. No portion of the Net Proceeds of the Lease will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted. No reimbursement allocation will be made more than 3 years following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(j) *Registration Requirement.* The Ordinance requires that the Lease will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Lease Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause the Lease to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Special Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Certificate or otherwise provided by the City. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. The City agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bond.* At least 85% of the net sale proceeds (the sale proceeds of the Lease less any sale proceeds invested in a reserve fund) of the Lease will be used to carry out the governmental purpose of the Lease within 3 years after the Issue Date, and not more than 50% of the proceeds of the Lease will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the Interest Portion of Rental Payments from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Lease is being sold and issued as a draw-down obligation but constitutes a single “issue” under Regulations § 1.150-1(c)(4)(i). On the Issue Date, a Closing Advance is being drawn down in an amount in excess of \$50,000. No other debt obligations of the City (1) are being sold within 15 days of the execution and delivery of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance). All advances of Lease funds will occur within 3 years of the Issue Date.

(p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the

Lease. The City will not enter into any such arrangement in the future without first consulting with Special Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Lease. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The City designates the Lease as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the City reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the City (and all subordinate entities of the City) during the calendar year that the Lease is issued, including the Lease, will not exceed \$10,000,000; and

(2) the City (including all subordinate entities of the City) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease is issued, including the Lease, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Special Counsel that the designation of the Lease as a “qualified tax-exempt obligation” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the City under this Tax Certificate, will survive the execution and delivery of such documents and the delivery of the Lease, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Lease.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Lease proceeds and other money, in order to support the City’s conclusion that the Lease is not an arbitrage bond. The person executing this Tax Certificate on behalf of the City is an officer of the City responsible for delivering the Lease.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City’s knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the City set forth in this Tax Certificate are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Lease is being delivered for the purpose of providing funds to (a) finance the costs of the Financed Facility, and (b) pay certain costs of delivering the Lease.

Section 3.4. Funds and Accounts. The proceeds of the Lease will be held in the Project Fund established pursuant to the Lease and used to finance certain costs of the Financed Facility and no other funds or accounts related to the Lease have been established by the City. Amounts on deposit in the Project Fund are not expected to be invested prior to being allocated to expenditures.

Section 3.5. Amount and Use of Lease Proceeds and Other Money.

(a) *Amount of Lease Proceeds.* The maximum amount of proceeds to be received by the City from the Lease, including the Closing Advance and all subsequent amounts advances, will not exceed \$2,134,000.

(b) *Use of Lease Proceeds.* The Closing Advance and all subsequent amounts advanced are expected to be allocated to expenditures as follows:

(a) \$34,000.00 will be used to pay the costs of delivering the Lease.

(b) \$2,100,000 will be used to finance the costs of the Project.

Section 3.6. Multipurpose Issue. [Reserved]

Section 3.7. No Refunding. No proceeds of the Lease will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Lease on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Lease will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the Principal Components and Interest Portion of Rental Payments under the Lease. No sinking fund or other similar fund that is expected to be used to pay Rental Payments under the Lease has been established or is expected to be established.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *No Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Lease.

(b) *No Other Replacement or Pledged Funds.* None of the Lease proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. There are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the Principal Components or Interest Portion of Rental Payments under the Lease if the City encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Lease will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Lease.

(a) *Issue Price.* The Bank has agreed to advance an aggregate maximum principal amount of \$2,134,000 at par. Based on the certifications of the Bank in the Purchaser's Receipt for Lease and Closing Certificate, the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule"). Therefore, the issue price of the Lease will equal the maximum aggregate amount of Lease proceeds advanced pursuant to the Lease. This amount is expected to be \$2,134,000.

(b) *Lease Yield.* Based on the issue price, the Yield on the Lease is 5.064793%, as computed by Special Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Lease.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Lease is not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Delivery.* The sale proceeds of the Lease, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Lease as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the City does not expect that the Lease proceeds will be used in a manner that would cause any Lease to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is issued. The City recognizes that the Interest Portion of Rental Payments under the Lease will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Lease to be refinanced with tax-exempt obligations and substantiate the position that the Interest Portion of Rental Payments under the Lease is exempt from gross income in the event of an audit of the Lease by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Lease and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Lease or State law.

Section 4.2. Record Keeping; Use of Lease Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Lease File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Special Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Lease or (2) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Lease Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Lease proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Lease proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Lease. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice of Special Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Advice and Opinions of Special Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City any advice or Opinion of Special Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Special Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Lease:

(a) *Project Fund and Costs of Issuance.* Lease proceeds held in the Project Fund, including any amounts held for costs of delivery and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Lease is exempt from the arbitrage rebate and Yield reduction amounts requirements of Code § 148.

(b) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(ii) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Lease issue), and (C) that the bid is not being submitted solely as a courtesy to the City or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(vii) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least 3 bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City retains the following records with the Lease documents until 3 years after the last outstanding Lease is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Lease (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Lease Exempt from the Rebate Requirement.

(a) *The Lease Qualify as a Rebate-Exempt Small Issue.*

(1) the City is a governmental unit under State law with general taxing powers;

(2) the Lease is not a "private activity bond" as defined in Code § 141;

(3) 95% or more of the net proceeds of the Lease is to be used for local governmental activities of the City; and

(4) the aggregate face amount of all tax-exempt Lease (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the City during the current calendar year is not reasonably expected to exceed \$5,000,000. The City understands that, for this purpose: (i) the City and all entities which issue bonds on behalf of the City are treated as one issuer; (ii) all bonds issued by an entity subordinate to the City are treated as issued by the City; and (iii) bonds issued by the City to currently refund any other bonds are not

taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) *Conclusion as to Small Issuer Exemption.* Based on these certifications, Special Counsel has advised the City that the Lease is exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

Section 4.6. Filing Requirements. The City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Special Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the delivery of the Lease and will continue in force and effect until the Principal Components and Interest Portion of Rental Payments under the Lease have been fully paid and all such Lease is cancelled; provided that, the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and Yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the owners of the Lease, but only if such amendment is in writing and is accompanied by an Opinion of Special Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause any Interest Component of Rental Payments to be included in gross income for federal income tax purposes. No such amendment will become effective until the City receives this Opinion of Special Counsel.

Section 5.3. Opinion of Special Counsel. The City may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Special Counsel to the effect that the proposed deviation will not adversely affect the exclusion of Interest Portion of Rental Payments from gross income for federal income tax purposes. The City will comply with any further or different instructions provided in an Opinion of Special Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Lease or the exclusion from gross income of any Interest Component of Rental Payments.

Section 5.4. Reliance. In delivering this Tax Certificate the City is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The City is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the Interest Component of Rental Payments.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the City its respective successors and assigns, and inures to the benefit of the parties to the Lease. Nothing in this Tax Certificate or in the Ordinance or the Lease, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Lease, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the owners of the Lease pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received and stored, by electronic means.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Mayor of the City, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City, as of the Issue Date of the Lease.

CITY OF WILLARD, MISSOURI

By: _____
Title: Mayor

EXHIBIT A

RENTAL PAYMENT SCHEDULE AND PROOF OF LEASE YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE PROJECT

EXHIBIT E**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt Lease (“Lease”) financing Financed Asset:	Not to Exceed \$2,134,000 City of Willard Equipment Lease Purchase Agreement dated as of November 19, 2025
Issue Date of Lease:	November 19, 2025
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of Special Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Lease File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Lease File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Special Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Lease File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Lease File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax-Exempt Lease File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Lease File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Lease File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Lease File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Yield Restriction	Has the City set aside money in any fund or account in excess of an amount needed to pay debt service on the Lease within the next 12 months (i.e. is more than one year of debt service pre-funded)?	☐ Yes ☐ No
	Were any Lease proceeds on deposit more than three years after the Issue Date?	☐ Yes ☐ No ☐ N/A
	If Yes to either, contact Rebate Analyst or Special Counsel and incorporate report or include description of resolution in the Tax-Exempt Lease File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

City of Willard, Missouri Equipment Lease Purchase Agreement

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Willard, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the Lease issue referenced above (the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was delivered on November 19, 2025 (the “Issue Date”), by the City of Willard, Missouri (the “City”), in order to provide funds needed to equip a sewer lift station (the “Project”). The Lease was authorized to be executed by the City pursuant to an Ordinance of the City. The proceeds of the Lease were deposited into the Project Fund to pay costs of executing and delivering the Lease.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Lease and the remaining portion of the costs of the Project was paid from earnings from the investment of Lease sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Lease proceeds (i.e., the “Financed Facility” referenced in the Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF WILLARD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF PROJECT ASSETS
&
DETAILED LISTING OF EXPENDITURES**

TRANSCRIPT OF DOCUMENTS
RELATING TO
Not to Exceed \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY
AND
CITY OF WILLARD, MISSOURI

**TRANSCRIPT OF DOCUMENTS
RELATING TO
NOT TO EXCEED \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY
AND
CITY OF WILLARD, MISSOURI**

CLOSING LIST

Closing Date: November 19, 2025

**Document
No.**

1. Equipment Lease Purchase Agreement with the following exhibits attached:
 Exhibit A – Equipment Schedule.
 Exhibit B – Payment Schedule.
 Exhibit C – Written Request for Disbursement.
 Exhibit D – Certificate of Completion.
2. Federal Tax Certificate with the following exhibits attached:
 Exhibit A – Rental Payment Schedule and Proof of Lease Yield.
 Exhibit B – IRS Form 8038-G.
 Exhibit C – Copy of Resolution of Official Intent.
 Exhibit D – Description of Property Comprising the Project.
 Exhibit E – Sample Annual Compliance Checklist.
 Exhibit F – Sample Final Written Allocation.
3. Lessee's Closing Certificate with Ordinance of the Board of Aldermen approving the transaction and authorizing the execution of documents attached; Excerpt of Minutes of Meeting; Notice of Meeting.
4. Lessor's Closing Certificate.
5. Opinion of Special Counsel.
6. UCC-1 Financing Statement.

* * *

EXCERPT OF MINUTES OF BOARD OF ALDERMEN MEETING

The Board of Aldermen of the City of Willard, Missouri, met at City Hall in Willard, Missouri, at 6:00 p.m., on November 10, 2025, and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Troy Smith, Mayor	_____
Casey Biellier, Alderman	_____
Jeremy Hill, Alderman	_____
Joyce Lancaster, Alderman	_____
David Keene, Alderman	_____
Rachel Mathison, Alderman	_____
Carol Wilson, Alderman	_____
Rebecca Hansen, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * (Other Proceedings) * * * *

The matter of authorizing the execution of an Equipment Lease Purchase Agreement, came on for consideration and was discussed.

The Mayor introduced Bill No. _____ for an Ordinance entitled as follows:

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE
CITY OF WILLARD, MISSOURI, AUTHORIZING AN
EQUIPMENT LEASE PURCHASE AGREEMENT AND
AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN
CONNECTION WITH THE DELIVERY OF THE LEASE.**

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the Bill was introduced and under consideration by the Board of Aldermen.

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

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

Aye: _____

Nay: _____

The Mayor thereupon declared said Bill duly passed.

* * * * (Other Proceedings) * * * *

There being no further business, on motion duly made, seconded and carried, the meeting thereupon adjourned.

(Seal)

City Clerk

LESSEE'S CLOSING CERTIFICATE

NOT TO EXCEED \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY, AS LESSOR,
AND
CITY OF WILLARD, MISSOURI, AS LESSEE

We, the undersigned, Mayor and City Clerk, respectively, duly elected or appointed, qualified and acting as such, of City of Willard, Missouri (the "City"), do hereby certify as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"), between the City, as lessee, and O'Bannon Banking Company, as lessor (the "Lessor").

1. Organization. The City is a fourth class city duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization to enter into the Lease, furnished to the Lessor, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the Lease.

3. Regular Meetings. All meetings of the governing body of the City as shown in the Transcript were regular meetings, or meetings held pursuant to regular adjournment at the next preceding meeting, or special meetings called and held as shown in the Transcript, and at all such meetings where required, proper notice was given in the manner required by law including Chapter 610, Missouri Revised Statutes.

4. Incumbency of Officers. The following persons were and are now the duly qualified and acting members of the Board of Aldermen of the City at and during all times during the proceedings relating to the execution and delivery of the Lease, except as specified below:

<u>Name</u>	<u>Title</u>
Troy Smith	Mayor
Casey Biellier	Alderman
Jeremy Hill	Alderman
Joyce Lancaster	Alderman
David Keene	Alderman
Rachel Mathison	Alderman
Carol Wilson	Alderman
Rebecca Hansen	City Clerk

5. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or, to our knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way (a) the legal organization of the City or its boundaries, or (b) the right or

title of any of its officers to their respective offices, or (c) the legality of any official act shown to have been done in the foregoing transcript, (d) the constitutionality or validity of the Lease, or (e) the financial condition of the City.

6. Ordinance. The ordinance attached hereto as **Exhibit A** is a true, complete and correct copy of the ordinance (the “Ordinance”) authorizing and approving the execution and delivery of the Lease. The Ordinance was duly adopted by the Board of Aldermen at the meeting of the Board of Aldermen held on November 10, 2025. Said meeting was duly called, convened and held in accordance with law and at said meeting a quorum was present and acted throughout, and proper notice of the time, place and purposes of such meeting was given as provided by law. Attached hereto as **Exhibit B** is a true, complete and correct copy of the notice posted for said meeting.

7. Execution of Documents. The Lease has been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance adopted by the Board of Aldermen at a duly held meeting thereof as shown in the Transcript; the copy of the Lease contained in the Transcript is a true, complete and correct copy or counterpart of the Lease as executed and delivered by the City and is in substantially the same form and text as the copy of the Lease that was before the Board of Aldermen and approved by the Ordinance; and the Lease has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

8. Representations in Lease. Each of the representations of the City set forth in the Lease are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the City under the Lease have been complied with and performed.

9. Acknowledgement of Deposit. We hereby acknowledge the deposit of the amount of \$50,001 at O’Bannon Banking Company, in accordance with the terms of the Lease.

10. Reliance on Certification. We understand that the foregoing certifications will be relied upon by the Lessor and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the Lease and the exclusion of gross income of the interest component of Rental Payments thereunder for purposes of federal and Missouri income taxation.

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

[Remainder of page intentionally left blank]

DATED: November 19, 2025.

CITY OF WILLARD, MISSOURI

By: _____
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

Lessee's Closing Certificate
City of Willard, Missouri (2025)

EXHIBIT A TO LESSEE'S CLOSING CERTIFICATE
AUTHORIZING ORDINANCE

EXHIBIT B TO LESSEE'S CLOSING CERTIFICATE

NOTICE OF MEETING

LESSOR'S CLOSING CERTIFICATE
NOT TO EXCEED \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY, AS LESSOR,
AND
CITY OF WILLARD, MISSOURI, AS LESSEE

The undersigned, a duly authorized officer of O'Bannon Banking Company (the "Lessor"), does hereby certify and represent as follows:

Capitalized words and terms used in this Certificate, unless the context requires otherwise, will have the same meanings as set forth in the Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"), between the Lessor and City of Willard, Missouri (the "Lessee").

1. The Lessor is a banking institution duly organized under the laws of the State of Missouri and has full power and authority to enter into the Lease.

2. The duties and obligations of the undersigned as Lessor under the Lease and the compliance with the provisions thereof will not conflict with or constitute a breach of or default under any laws, administrative regulations, consent decree or any agreement or other instrument to which the Lessor is subject.

3. The person who executed and delivered the Lease on behalf of the Lessor was at that time and still is at the date hereof the duly elected or appointed, qualified and acting officer or signatory of the Lessor holding the office set forth under his or her signature and was and still is at the date hereof authorized to perform said acts.

4. The Lessor on this date, in accordance with the requirements of the Lease, advanced \$50,001, as the first installment of a series of principal advances with a total amount not to exceed \$2,134,000, for the benefit of the Lessee by depositing such funds into the Project Fund established under the Lease.

5. The Lessor has had an opportunity to review the Lease, and all documents and information that it has requested related to the Lease, the Lessee and the Equipment covered thereby and to ask questions and to receive answers regarding all matters relating to the Lease, the Lessee and the Equipment and the financial condition of the Lessee. The Lessor has had an opportunity to obtain any and all information which it deems relevant in order to make an informed decision as to the loan pursuant to the Lease and to verify the accuracy of all information that has been furnished to the Lessor.

6. The Lessor confirms that the Lease is a loan that is suitable for and consistent with its loan program and that the Lessor is capable of and prepared to bear the economic risk of the loan pursuant to the Lease. The Lessor acknowledges that the obligation of the Lessee to make payments pursuant to the Lease is subject to funds to be appropriated on an annual basis by the governing body of the Lessee. The Lessor acknowledges that the obligation of Lessee to pay Rental Payments pursuant to the Lease shall constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation pursuant to the Lease shall not in any way be construed to be an indebtedness of Lessee in contravention of any applicable

constitutional or statutory debt limitation or restriction concerning the creation of indebtedness by Lessee, nor shall anything contained in the Lease constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

7. The Lessor is acquiring the investment in the Lease at a purchase price of 100% of each principal advance thereof for the Lessor's own account with the intent of holding the Lease for its own account as an investment, and such investment is not made with a view toward distribution or for the purpose of offering, selling or otherwise participating in a distribution of any interest in the Lease.

8. We understand that the Lease (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service.

9. The certifications and representations contained in this Certificate may be relied upon by any counsel rendering an opinion on the tax-exempt status of the portions of Rental Payments to be treated as interest.

DATED: November 19, 2025.

O'BANNON BANKING COMPANY

By: _____
 Name:
 Title: Authorized Representative

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

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

November 19, 2025

City of Willard, Missouri
Willard, Missouri

O'Bannon Banking Company
Buffalo, Missouri

Re: Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"),
between O'Bannon Banking Company, as lessor ("Lessor"), and City of Willard, Missouri,
as lessee ("Lessee")

Ladies and Gentlemen:

We have acted as special counsel to City of Willard, Missouri, in connection with a transaction involving the above-referenced Lease. Under the Lease, the Lessee has the use of and an option to purchase certain equipment on certain conditions upon payment of the rentals and purchase price set forth therein. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Lease.

We have reviewed executed copies of the Lease, the Federal Tax Certificate and certifications of officers and officials of the Lessee and others. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder promulgated by the United States Department of Treasury.

In rendering the opinions set forth herein, we have assumed without undertaking to investigate the same by independent investigation or research (a) as to questions of fact, the accuracy of all representations of the Lessee and Lessor set forth in the Lease, the Federal Tax Certificate and all certificates of and officials of the Lessee and others examined by us, and (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals.

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

1. The Lessee is a political subdivision organized and existing under the laws of the State of Missouri with full power and authority to enter into the Lease.
2. The Lease has been duly authorized, executed and delivered by the Lessee and constitutes a legal, valid and binding agreement of the Lessee, enforceable in accordance with its terms, except that the Lease is enforceable only during each Fiscal Year for which sufficient funds have been appropriated.
3. The interest portion of the Rental Payments to be paid under the Lease (including any original issue discount properly allocable to an owner thereof) (a) is excludable from gross income for federal income tax purposes, (b) is exempt from taxation by the State of Missouri, and (c) is not an item of

tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Lessee complies with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Lease in order that the interest portion of each Rental Payment be, or continue to be, excludable from gross income for federal and Missouri income tax purposes. The Lessee has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest component of Rental Payments to be included in gross income for federal and Missouri income tax purposes retroactive to the date of the execution and delivery of the Lease. The Lease is a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

We express no opinion regarding (a) other federal or State of Missouri tax consequences arising with respect to the Rental Payments or the Lease, (b) the treatment for federal or Missouri income tax purposes of any money received by Lessor or its assigns other than payments by the Lessee made pursuant to the Lease upon an event of nonappropriation thereunder or an Event of Default or (c) the title to or the description of the property subject to the Lease. Further, we express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Lease.

The rights of the owners of the Lease and the enforceability of the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

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

This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

Very truly yours,

**INFORMATION TO BE INCLUDED
IN UCC FORM-1**

(FIXTURE FILING AND MISSOURI SECRETARY OF STATE FILING)

Debtor:

City of Willard, Missouri
224 West Jackson
Willard, MO 65781

Secured Party:

O'Bannon Banking Company
PO Box 890
Buffalo, MO 65622

Collateral:

ALL ASSETS COVERED BY THAT CERTAIN EQUIPMENT LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 19, 2025 BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION FIXTURES AND EQUIPMENT AND PRODUCTS AND PROCEEDS THEREOF.



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Planning Director

SUBJECT:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF REAL ESTATE BY THE CITY OF WILLARD, MISSOURI.

BILL NO. 25-68

ORDINANCE NO. 251110

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF REAL
ESTATE BY THE CITY OF WILLARD, MISSOURI.**

WHEREAS, the City of Willard, Missouri (the “City”), desires to accept the transfer of certain real property located at 418 West Jackson Street, Willard, Greene County, Missouri (“418 West Jackson”), more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Section 79.010, RSMo, authorizes fourth-class cities to receive and hold real property within the city and purchase, hold, lease, sell or otherwise dispose of any real property it now owns or may hereafter acquire; and

WHEREAS, Section 79.110, RSMo, provides for the authority of the Mayor and Board of Aldermen to have the care, management and control of the city and its finances and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same; and

WHEREAS, these statutory provisions collectively confer upon the City the legal authority to receive title to and hold real property; and

WHEREAS, Section 100.010 of the Municipal Code of the City of Willard, Missouri, provides the power of the City to receive and hold property, both real and personal, within the city and may purchase, receive, hold, lease, sell or otherwise dispose of any property, real or personal, it now owns or may own; and

WHEREAS, Emanuel Romanian Christian Church, a Missouri nonprofit corporation (the “Grantor”), has offered to convey to the City the property located at 418 West Jackson Street, Willard, Greene County, Missouri; and

WHEREAS, the legal description of the property located at 418 West Jackson is described in and incorporated herein by reference as Exhibit A; and

WHEREAS, the City has determined that the acquisition of the 418 West Jackson property serves a legitimate public purpose, including the preservation of property for municipal use, community benefit, or future public improvement; and

WHEREAS, the conveyance shall be accomplished by Quitclaim Deed executed by Emanuel Romanian Christian Church in favor of the City of Willard; and

WHEREAS, the City acknowledges that the transfer will place the property under municipal ownership and control, relieving the Grantor of any further maintenance responsibility and ensuring the property’s use for lawful and beneficial municipal purposes; and

WHEREAS, the City has determined that the proposed transfer will not be detrimental to the public and will further a legitimate municipal interest; and

WHEREAS, the primary objective of this conveyance is to serve a recognized public purpose, and any incidental private benefit arising from the transaction does not render it unlawful; and

WHEREAS, the Board of Aldermen finds it necessary and appropriate to authorize execution of a real estate contract, in substantially the form attached hereto and incorporated herein by reference as Exhibit B, to facilitate the lawful conveyance and closing of the transaction contemplated herein; and

WHEREAS, the public purpose of this transaction includes land consolidation and responsible land use planning.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

SECTION 1. Authorization of Acceptance. The Mayor of the City, and/or such other officials as may be designated by the Mayor, are hereby authorized and directed to execute all affidavits, closing documents, and other instruments necessary to effectuate the acceptance and recording of the real property described in Exhibit A from Emanuel Romanian Christian Church.

The City of Willard formally accepts the transfer of title to the property described in Exhibit A from Emanuel Romanian Christian Church, and such acceptance shall be evidenced by the recording of a Quitclaim Deed. The City, as grantee, acknowledges and accepts the conveyance.

SECTION 2. Authorization to Enter Real Estate Contract. The Mayor of the City of Willard, and/or such other officials as may be designated by the Mayor, are hereby authorized to enter into a real estate contract in substantially the form attached hereto as Exhibit B, with such modifications as may be approved by the City Attorney, to carry out the intent of this Ordinance and to effectuate the sale and transfer of the property described in Exhibit A.

SECTION 3. Recording of Deed. The City Clerk is hereby authorized and directed to ensure the proper recording of the deed and any associated documents in the office of the Recorder of Deeds of Greene County, Missouri, and to pay all fees and costs associated with such recording within ten days of execution.

SECTION 4: Legal Description. The real property to be accepted is more particularly described in Exhibit A attached and incorporated by reference.

SECTION 5: Authority to Execute Documents. The Mayor is authorized to execute all documents necessary to complete the acceptance and transfer of title of the above-described property, including but not limited to deeds, affidavits of title, and any other closing documents required to effectuate the conveyance.

SECTION 6: This Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 7: 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.

Read the first time this 10th day of November, 2025.

Read the second time, passed by the Board of Aldermen, and approved by the Mayor of the City of Willard, Missouri, this 10th day of November, 2025.

APPROVED:

Troy Smith, Mayor

ATTEST:

Rebecca Hansen, City Clerk

CONTRACT FOR SALE OF REAL PROPERTY

On this ____ day of _____, 2025, Emanuel Romanian Christian Church, a Missouri nonprofit corporation (the “Seller”), and the City of Willard, Missouri, a Missouri municipal corporation organized and existing as a fourth-class city under the laws of the State of Missouri (the “Buyer”), agree to the following terms and conditions of the sale and purchase of the real property legally described as attached and incorporated as Exhibit A.

The property is located at 418 West Jackson Street, in the City of Willard, Greene County, Missouri 65781.

Seller agrees to sell and Buyer agrees to purchase the above-described property for a total purchase price of: Five Hundred Dollars and no cents
(\$ 500.00), subject to the terms and conditions of this Agreement.

- I. Closing. The sale will be closed at a mutually agreed time and place, which may include the office of a designated title company or the Willard City Clerk’s Office, on the ____ day of _____, 2025 (the “Closing Date”). Possession of the property shall be delivered to Buyer at closing.
- II. Consideration. Buyer shall pay to Seller the total purchase price set forth above at closing, by certified funds or other form of payment acceptable to Seller, as full consideration for the conveyance of the property.
- III. Earnest Money. Buyer shall deposit \$ _____ as Earnest Money with an Escrow Agent designated by the parties, to be applied to the purchase price at closing.
- IV. Title Commitment. Buyer may, at its discretion, order a Title Commitment to issue an Owner’s Policy at Buyer’s expense.
- V. Survey. Buyer, at its sole option, expense, and liability, may obtain a survey of the property to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed.

Buyer shall have three (3) business days following receipt of any Title Commitment to review the same, including all restrictions, rights-of-way, easements, and other matters of record.
- VI. Condition. The property is sold in its present condition, “as is,” with no warranties, expressed or implied.
- VII. Inspection. Buyer shall have the right to inspect said property at its own cost prior to closing.
- VIII. Disclosure. No Seller’s Disclosure Statement shall be required or provided by Seller.
- IX. Jurisdiction. This Agreement and all matters arising out of or relating to this

Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts of competent jurisdiction located in or nearest to Greene County, Missouri. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- X. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Electronic signatures and scanned copies shall be deemed originals in accordance with the Missouri Uniform Electronic Transactions Act.

- XI. Default.

If Buyer defaults, Seller may:

- A. Specifically enforce this Agreement and recover damages suffered by Seller as a result of the delay in the sale of the Property;
- B. Terminate this Agreement by written notice to Buyer and retain any Earnest Money as liquidated damages and Seller's sole remedy (the parties acknowledge it would be difficult to ascertain actual damages caused by Buyer's breach, and the Earnest Money represents a fair approximation of such damages); or
- C. Pursue any other remedy and damages available at law or in equity.

If Seller defaults, Buyer may elect to terminate this Contract and recover its Earnest Money, or seek specific performance or any other remedy available at law or in equity.

- XII. Entire Agreement. This Agreement sets forth the entire, complete, and exclusive understanding between Seller and Buyer concerning the sale and purchase of the property. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, electronic or otherwise, between the parties relating to the subject matter of this Agreement.

Both parties acknowledge and agree that they are not relying on any representations, statements, promises, or agreements made by the other party or anyone acting on behalf of the other party regarding this Agreement, except to the extent such representations are expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SELLER:

Emanuel Romanian Christian Church, a
Missouri nonprofit corporation

BUYER:

City of Willard, Missouri

Signature

Troy Smith, Mayor

Name

ATTEST:

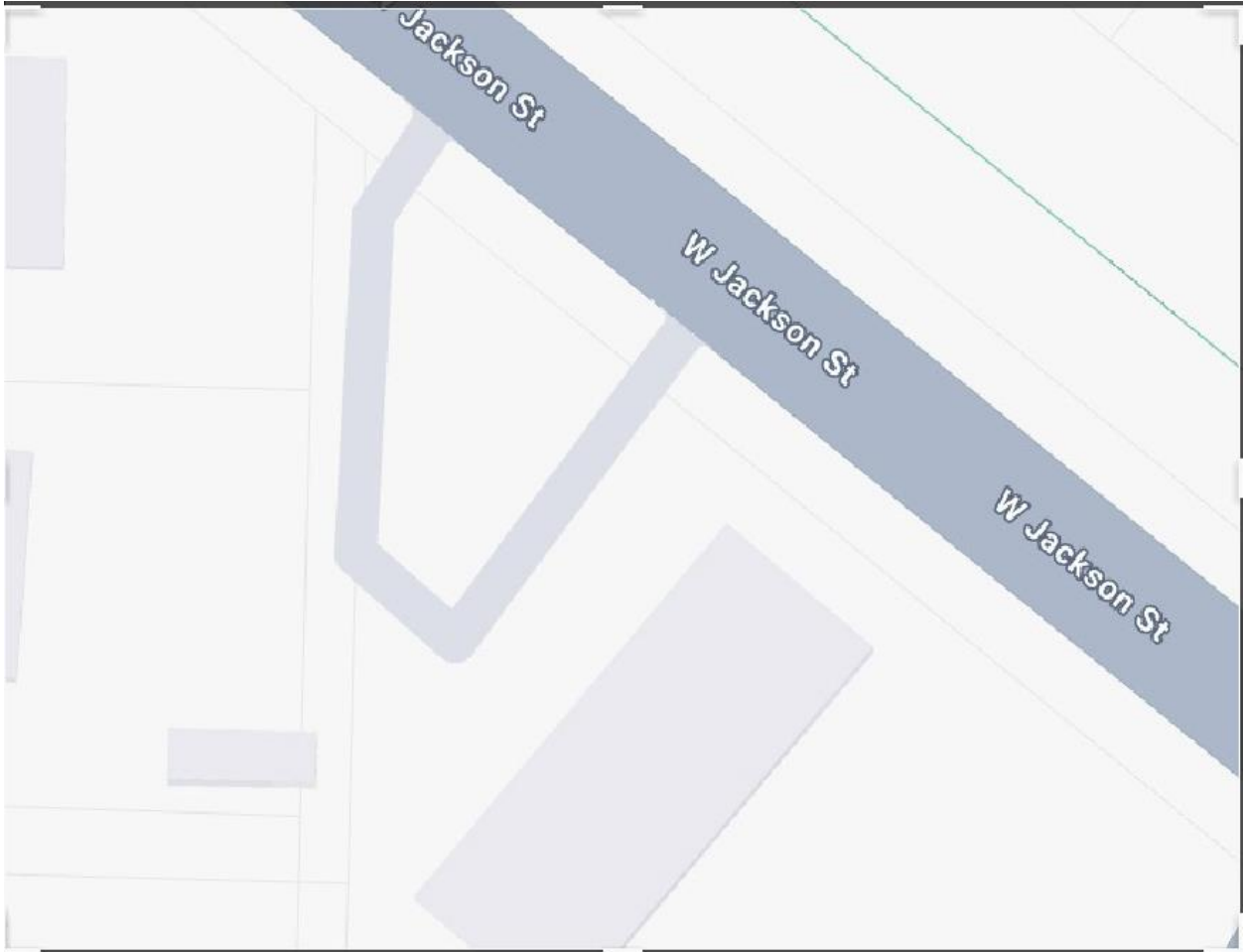
Title

Rebecca Hansen, City Clerk

Signature

Name

Title





BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: Planning Director

SUBJECT:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN EASEMENT BY THE CITY OF WILLARD, MISSOURI. BILL 25-69. (FIRST AND SECOND READ) (5 minutes)

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN EASEMENT BY THE CITY OF
WILLARD, MISSOURI.**

WHEREAS, the City of Willard, Missouri (the “City”), desires to accept the transfer of certain utility easements located at 418 West Jackson Street, Willard, Greene County, Missouri (“418 West Jackson”), more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Section 79.010, RSMo, authorizes fourth-class cities to receive and hold real property within the city and purchase, hold, lease, sell or otherwise dispose of any real property it now owns or may hereafter acquire; and

WHEREAS, Section 79.110, RSMo, provides for the authority of the Mayor and Board of Aldermen to have the care, management and control of the city and its finances and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same; and

WHEREAS, these statutory provisions collectively confer upon the City the legal authority to receive title to and hold real property; and

WHEREAS, Section 100.010 of the Municipal Code of the City of Willard, Missouri, provides the power of the City to receive and hold property, both real and personal, within the city and my purchase, receive, hold, lease, sell or otherwise dispose of any property, real or personal, it now owns or may own; and

WHEREAS, Emanuel Romanian Christian Church, a Missouri nonprofit corporation (the “Grantor”), has offered to convey to the City the property located at 418 West Jackson Street, Willard, Greene County, Missouri; and

WHEREAS, the legal description of the property easement located at 418 West Jackson is described in and incorporated herein by reference as Exhibit A; and

WHEREAS, the City has determined that the acquisition of the 418 West Jackson property serves a legitimate public purpose, including the preservation of property for municipal use, community benefit, or future public improvement; and

WHEREAS, the City acknowledges that the transfer will place the property under municipal ownership and control, relieving the Grantor of any further maintenance responsibility and ensuring the property’s use for lawful and beneficial municipal purposes; and

WHEREAS, the City has determined that the proposed transfer will not be detrimental to the public interest; and will further a legitimate municipal interest; and

Item # C.

WHEREAS, the primary objective of this conveyance is to serve a recognized public purpose, and any incidental private benefit arising from the transaction does not render it unlawful; and

WHEREAS, the Board of Aldermen finds it necessary and appropriate to authorize execution of a real estate contract, in substantially the form attached hereto and incorporated herein by reference as Exhibit B, to facilitate the lawful conveyance and closing of the transaction contemplated herein; and

WHEREAS, the public purpose of this transaction includes land consolidation and responsible land use planning.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

SECTION 1. Authorization of Acceptance. The Mayor of the City, and/or such other officials as may be designated by the Mayor, are hereby authorized and directed to execute all affidavits, closing documents, and other instruments necessary to effectuate the acceptance and recording of the easement described in Exhibit A from Emanuel Romanian Christian Church.

SECTION 2. Recording of Deed. The City Clerk is hereby authorized and directed to ensure the proper recording of the deed and any associated documents in the office of the Recorder of Deeds of Greene County, Missouri, and to pay all fees and costs associated with such recording within ten days of execution.

SECTION 3: Legal Description. The easement to be accepted is more particularly described in Exhibit A attached and incorporated by reference.

SECTION 4: Authority to Execute Documents. The Mayor is authorized to execute all documents necessary to complete the acceptance and transfer of title of the above-described property, including but not limited to deeds, affidavits of title, and any other closing documents required to effectuate the conveyance.

SECTION 5: This Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 6: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Read the first time this 10th day of November 2025.

Read the second time, passed by the Board of Aldermen, and approved by the Mayor of the City of Willard, Missouri, this 10th day of November 2025.

APPROVED:

Troy Smith, Mayor

ATTEST:

Rebecca Hansen, City Clerk

UTILITY AND RECREATION EASEMENT

Item # C.

THIS INDENTURE, made this ____ day of _____, 2025, by and between Emanuel Romanian Christian Church, ("Granter") and the **City of Willard, Missouri**, a municipal corporation ("Grantee"). The mailing address of Granter is PO Box 577, Willard, Missouri 65781. The mailing address of Grantee is City of Willard, 224 W. Jackson, PO Box 187, Willard, Missouri 65781.

WITNESSETH, that said Granter, in consideration of the sum of **Four Thousand Five Hundred dollars & No Cents (\$4,500.00)** and other valuable consideration, to said Granter in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"

WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining A Utility and Recreation Easement or for such other purposes here in above set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Granter hereby covenanting on its part and on behalf of its successors and assigns that said Granter is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Granter has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Granter or those under whom Granter claims; and that said Granter will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

IN WITNESS WHEREOF, the said Granter has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name & Title: _____

STATE OF MISSOURI

ACKNOWLEDGEMENT

COUNTY OF GREENE **SS.**

On this ____ day of _____, 2025, before me, a Notary Public in and for said state, personally appeared _____, of Emanuel Romanian Christian Church, known to me to be the person who executed the within document, on behalf of said church and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

"Notary Seal"

Notary Public: _____

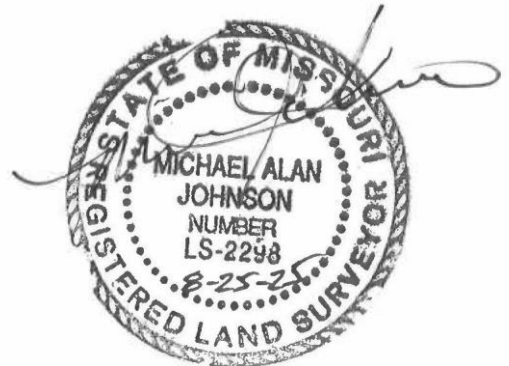
Type Name: _____

EXHIBIT A

30 FOOT WIDE UTILITY & RECREATION EASEMENT DESCRIPTION:

BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 22 AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 23, ALL IN TOWNSHIP 30, RANGE 23, IN THE CITY OF WILLARD GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 23; THENCE NORTH $87^{\circ}39'57''$ WEST, A DISTANCE OF 20.73 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 160; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE 31.76 FEET ALONG A 5859.58 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH $16^{\circ}50'48''$ WEST, 31.76 FEET; THENCE SOUTH $87^{\circ}39'57''$ EAST, LEAVING SAID RIGHT OF WAY LINE A DISTANCE OF 294.85 FEET; THENCE NORTH $02^{\circ}05'50''$ EAST, A DISTANCE OF 949.37 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON STREET; THENCE SOUTH $50^{\circ}40'58''$ EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 37.67 FEET; THENCE SOUTH $02^{\circ}05'50''$ WEST, LEAVING SAID RIGHT OF WAY LINE AND ALONG THE WEST LINE OF OAK RIDGE ESTATES, A RECORDED SUBDIVISION IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, A DISTANCE OF 956.71 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE NORTH $87^{\circ}39'57''$ WEST, LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 293.80 FEET TO THE POINT OF BEGINNING. CONTAINING 37,731.47 SQUARE FEET.





THIS SKETCH IS NOT A BOUNDARY
SURVEY. IT IS INTENDED TO SHOW THE
CONFIGURATION OF UTILITY &
RECREATION EASEMENT.

DATE 08/11/25
CJW PROJECT No. 25090

Prepared by:

CJW.

CJW Transportation
Consultants, L.L.C. Engineering
MO CA #2007008003

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SKETCH EXHIBIT "B"
EMANUEL ROMANIAN CHRISTIAN CHURCH
UTILITY & RECREATION EASEMENT

PART OF NE1/4 SE1/4 OF S22, T30 N, R23 W
PART OF NW1/4 SW1/4 OF S22, T30 N, R23 W
CITY OF WILLARD, GREEN COUNTY, MISSOURI



BOARD OF ALDERS MEETING

TO: The Board of Alders

FROM: City Administrator

SUBJECT:

**AN ORDINANCE OF THE BOARD OF ALDERS ADOPTING A PRIVACY POLICY
GOVERNING THE USE OF AUTOMATIC LICENSE PLATE READERS (ALPRs)
(FIRST READ) (10 min)**

First Reading: 11/10/25
Bill No.: 25-72

Second Reading: 11/24/25
Ordinance No.: 251110D

AN ORDINANCE OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AUTOMATED LICENSE PLATE READER (ALPR) / FLOCK SYSTEM USAGE AND PRIVACY POLICY, ESTABLISHING RULES FOR THE COLLECTION, ACCESS, RETENTION, AND SHARING OF ALPR DATA, AND PROVIDING FOR ENFORCEMENT, AUDIT REQUIREMENTS, AND PUBLIC TRANSPARENCY.

WHEREAS, the City of Willard installed an Automated License Plate Reader (ALPR) system in 2025; and

WHEREAS, the Board of Aldermen directed that the system be subject to a trial period and reviewed prior to renewal based on demonstrated public benefit; and

WHEREAS, the City recognizes both the value of ALPR systems as an investigative tool and the importance of protecting the privacy and civil liberties of its residents; and

WHEREAS, the adoption of a formal policy ensures consistent standards for data access, retention, sharing, accountability, and public transparency; and

WHEREAS, the Board of Aldermen finds it necessary and appropriate to adopt such a policy by ordinance;

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF ALDERS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. Adoption of Policy: The ALPR Privacy Policy is attached hereto and incorporated herein as if set out in full.

SECTION 2: Scope and Applicability: This policy shall apply to all City employees and shall be administered in accordance with the terms and provisions set forth therein.

SECTION 3: Repeal of Conflicting Provisions: Any ordinances, resolutions, or policies in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

SECTION 5: Effective Date This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor

Read two times and passed at a meeting of the Board of Aldermen of the City of Willard, Missouri, on the **10th day of November 2025**.

Approved By:

 Mayor Troy Smith

Attested By:

Rebecca Hansen, City Clerk

City of Willard

ALPR (Automated License Plate Reader) / Flock System Usage & Privacy Policy

1. Purpose

The City of Willard ("City") authorizes the use of an ALPR system supplied by Flock ("System") for law enforcement and public safety purposes. This Policy governs the collection, use, maintenance, sharing, retention, and deletion of ALPR data in order to protect individual privacy and civil liberties while enabling the Police Department to use this tool effectively.

2. Definitions

- **ALPR System:** The hardware, software, cameras and related infrastructure supplied by Flock used for capture of images of vehicles (including license plate, make, color, roof rack, bumper stickers, etc.), and the indexing, storage, access, and use of such data.
- **ALPR Data:** The content obtained by the System, including images, metadata (time-stamp, geolocation, camera ID), search history, access logs, and other auditable data.
- **Hotlist:** A digital list of license plates of interest (e.g., stolen vehicles, AMBER alerts, BOLOs) used to trigger alerts in the system.
- **Authorized Purpose:** A use of ALPR Data consistent with this Policy (see Section 3).
- **Authorized Personnel:** Sworn officers or designated staff of the Willard Police Department (or other legally authorized entities) who have completed required training, access authorization, and whose use is logged and auditable.
- **Vendor Access:** Limited access by Flock or its subcontractors to anonymized or aggregated data only, for system operation, servicing, and improvement.

3. Authorized Uses & Prohibited Uses

- The System may be used 24/7 in public rights-of-way, fixed or mobile locations within the City, where no reasonable expectation of privacy exists.
- **Authorized Purposes** include, but are not limited to:
 - a) Assisting in investigations of crimes against persons or property.
 - b) Locating missing children, adults or elderly persons (AMBER/SILVER alerts).
 - c) Detecting stolen, wanted, or other vehicles of investigative interest.
 - d) Assisting in evidence gathering, suspect identification, apprehension and prosecution.
 - e) Responding to emergency events where vehicle movement is relevant.
 - f) Checking license plates against active Hotlists.

- **Prohibited Uses:**

- Use of the System to monitor individuals or groups for non-law-enforcement purposes.
 - Use for harassment, intimidation or discriminatory profiling.
 - Access without a legitimate investigative or public safety reason.
 - Deployment in places where a reasonable expectation of privacy exists (e.g., private driveways not visible from public right-of-way) unless authorized by warrant or legal exception.
- Unauthorized access by any employee may result in disciplinary action up to and including immediate termination.
 - Unauthorized access is considered access to any data by an unauthorized individual, or an authorized individual without an authorized purpose.

4. Data Storage and Protection

- ALPR Data captured is automatically uploaded to a secure cloud storage system operated by Flock.
- The Chief of Police (or designee) shall annually review and confirm in writing to the Board that the vendor has implemented and maintained appropriate security measures (encryption, firewalls, authentication, audit logs).
- Local downloads or storage of ALPR Data to desktops or portable devices is prohibited unless for authorized evidentiary purposes by authorized personnel. Any downloaded data must comply with evidentiary, retention, and security requirements.
- Access to the data system must require login/password, documented access logs (who accessed, when, for what reason), and must be auditable.

5. Data Access

- **Access is restricted to Authorized Personnel for Authorized Purposes only.**
- Vendor access is limited to anonymized or aggregated data for system health, maintenance or improvement.
- Any use or sharing of ALPR Data beyond this Policy must receive prior legal review and approval. Unauthorized sharing by any employee may result in disciplinary action up to and including immediate termination.

6. Data Retention

- Primary ALPR Data (in cloud) shall be retained for a defined default period which Flock performs a hard deletion (aka. permanent deletion) on using rolling 30 day basis unless a legal hold, subpoena, or ongoing investigation requires extension.

- Downloaded data held locally for an investigation shall be purged no later than six months unless tied to an active investigation or prosecution, in which case retention may extend but not indefinitely (for example, no later than one year after case resolution).

7. Public Access / Transparency

- ALPR Data shall not be made publicly available unless required by statute, court order or other legal process.
- On receipt of a Sunshine request for ALPR Data, the City Attorney's office shall review to determine whether disclosure is required, exempt or partial redaction is appropriate. Data will not be shared in response to a Sunshine request prior to the City Attorney's approval.

8. Third-Party Data Sharing

- ALPR Data may be shared with other law enforcement agencies or prosecutorial entities only if:
 - The request is lawful;
 - The share is for an Authorized Purpose;
 - The receiving agency acknowledges the same restrictions and protections of this Policy.
- Vendor (Flock) or City must maintain robust safeguards against unauthorized access, modification or destruction of ALPR Data.

9. Training

- All Authorized Personnel must complete training before accessing the system and then annually. Training must include:
 - Privacy and civil liberties protections;
 - Legal authorities and developments;
 - Departmental policy and procedures;
 - Technical and administrative safeguards for data protection;
 - Practical exercises in use of the system.

10. Maintenance & Evaluation

- The City and the vendor shall regularly inspect and maintain the System to ensure proper operation.
- The City shall require periodic evaluation of the System's effectiveness in achieving stated public safety goals.

11. Audits & Reporting

- **Quarterly Reports:** The Chief of Police shall report to the Board or City Council each quarter including:
 - A random audit of access queries (for example, sample of 10 queries) to confirm compliance with policy;
 - Any policy violations or system errors;
 - An evaluation of system benefits (such as number of hits, leads generated, stolen vehicles recovered).
- **Annual Report:** Beginning 12 months after activation, a full annual analysis shall be submitted including (and each year thereafter if Flock is renewed):
 - Total number of fixed cameras;
 - Number of license plate reads;
 - Number of Hotlist matches or alerts;
 - Number of queries/searches and justification;
 - Investigative leads, arrests, stolen vehicles recovered;
 - List of agencies accessing/sharing the data;
 - Instances of third-party requests (approved/denied).

12. Policy Review

- This Policy shall be reviewed annually (or more frequently if law changes) by the City and updated as needed to reflect evolving law, technology, community expectations and best practices.

13. Attachment A: Locations

- The exact fixed locations of cameras shall be provided in an attachment (map or list) that is maintained and updated by the City.

14. Effective Date

- This Policy becomes effective on 11/24/2025
-

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Subject: Consideration and Adoption of ALPR (Flock) Usage & Privacy Policy

The attached policy is presented for Board consideration to formally establish clear rules, limitations, and accountability measures governing the use of the City's Automated License Plate Reader (ALPR) system operated through Flock Safety. The goal is to codify how the system may, and may not, be used, to protect both public safety and resident privacy.

Background

Earlier this year, the Board approved the installation of the Flock ALPR system using primarily grant funding, with a \$2,299 out-of-pocket cost to the City. At that time, the Board directed that:

1. The system would be implemented on a trial basis,
2. A formal policy would be developed to clarify authorized use, data handling, and privacy safeguards, and
3. Renewal would not occur unless the Police Department demonstrated clear and measurable public benefit.

Since deployment, a small number of resident inquiries have focused on privacy, data retention, and system misuse risk. While most concerns appear to stem from misunderstanding of the system's functionality, it is appropriate and best practice to adopt a formal written policy that confirms the system's operation, privacy safeguards and efforts to ensure appropriate operation and access to the system.

Highlights of the Policy

The proposed policy includes:

- Strict limits on access and purpose, officers may not conduct "curiosity searches"; all access is logged and auditable.
- 30-day automatic deletion of cloud-stored license plate data, unless downloaded for use in an active case.
- Prohibition on tracking individuals or groups for non-law-enforcement purposes.
- Clear discipline provisions for unauthorized access or sharing, up to and including termination.

CITY OF WILLARD, MISSOURI

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- Quarterly reporting to the Board with sample audits, system usage data, and any policy violations.
- Annual presentation by the Chief before any renewal, demonstrating whether the system produced meaningful public safety benefit.

In short: the system is treated as an investigative tool, not a continuous monitoring platform.

Why Adoption is Recommended

- ✓ Provides transparency and clear expectations regarding use of the system
- ✓ Reduces risk of misuse, litigation, or public distrust
- ✓ Aligns Willard with emerging best practices with cities using ALPR systems
- ✓ Supports the Board's commitment to review the tool annually before each renewal
- ✓ Offers the public a referenceable document rather than verbal assurances

Requested Action

Motion to adopt the City of Willard ALPR (Flock) Usage & Privacy Policy, effective immediately.

Next Steps if Approved

1. Policy will be shared publicly on the City website.
2. Police Department will train all authorized users under the policy.
3. Quarterly reporting will begin with the first full quarter of 2026 system operation.
4. Annual benefit report scheduled soon after September 1, 2026, ahead of the expected renewal date of October 26, 2026.

Please let me know if further clarification or additional information is needed.

Sincerely,

Wesley Young, MPA, CPM
City Administrator
City of Willard

Willard Coverage Strategy - 14 Locations

As discussed, we have mapped out city coverage locations coming out of our last call which create a comprehensive proactivity strategy.

The team will be able to leverage [THIS LINK](#) as you look to review these locations further.

flock safety

