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ORDINANCE NO. 24-39

OF THE

CITY COUNCIL

OF THE

CITY OF REPUBLIC, MISSOURI

PASSED JUNE 18, 2024

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AUTHORIZING:

NOT TO EXCEED \$50,000,000

SPECIAL OBLIGATION BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2024

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**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 PRINCIPAL AMOUNT SPECIAL OBLIGATION BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2024; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the City of Republic, Missouri (the “City”) is a home rule constitutional charter city and political subdivision organized and existing under the constitution and laws of the State of Missouri and the City’s Charter (the “Charter”); and

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

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

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

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

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Special Obligation Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2024 (the “Bond”) in the maximum principal amount of \$50,000,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri, to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System and to provide for the payment of the principal of and interest on such special obligation bonds to be payable solely from any legally available revenues of the City annually appropriated by the City Council; and

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

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

## ARTICLE I

## DEFINITIONS

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

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

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

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

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

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

“Bond” means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, authorized and issued under this Ordinance.

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

“Construction Fund” means the Construction Fund established by Section 401 and Section 4 of the Escrow Agreement.

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

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

“Debt Service Account” means the account designated as such and created by Section 401.

“Debt Service Fund” means the Debt Service Fund established by Section 401 and Section 4 of the Escrow Agreement.

“Defeasance Securities” means:

- (a) Federal Securities;
- (b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge the Bond pursuant to Article X will cause the discharged Bond to be rated in the highest long-term category by a nationally recognized securities rating agency as designated by DNR; or
- (c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:
  - (i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and
  - (ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:
    - (A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and
    - (B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

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

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

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

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

“Interest Payment Date” means each January 1 and July 1, commencing January 1, 2025.

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

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

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

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

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

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

(2) any portion of the Bond for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 901;

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

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

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

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

“Principal Payment Date” means each January 1 and July 1, commencing January 1, 2027, and any date on which all or part of the Bond is optionally redeemed in accordance with Section 301.

“Purchase Agreement” means the Purchase Agreement between the City and DNR, in substantially the form attached hereto as Exhibit D, as supplemented, modified or amended in accordance with its terms, related to the Bond.

“Purchase Price Installment” means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2024.



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

“Repayment Fund” means the fund designated as such and established by Section 401 and Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

“State” means the State of Missouri.

“Stated Maturity” means January 1, 2053, the final maturity date of the Bond; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

“User Charge Ordinance” means, collectively, Title VII, Chapter 705 (Administration), Article 705-I (Utility Billing and Administration), and Title VIII, Chapter 805 (Fee Schedule), Section 805.1 (Utility Administration) of the Municipal Code of the City of Republic, Missouri, as amended by Ordinance No. 24-08 adopted on February 20, 2024, as further amended, supplemented or replaced.

## ARTICLE II

### AUTHORIZATION OF THE BOND

Section 201. Authorization of the Bond. The Bond is authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bond issued under this Ordinance will be the Cumulative Principal Amount Outstanding plus the principal amount previously redeemed pursuant to Article III.

Section 202. Security for the Bond.

(a) The Bond is a special, limited obligation of the City payable as to both principal and interest from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to make payments into the Debt Service Account for further credit to the Repayment Fund and any other obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The covenants and agreements of the City contained in this Ordinance and in the Bond shall be for the equal benefit, protection and security of the legal owners of any or all of the Bond, all of which shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein provided to the payment of the principal of and the interest on the Bond,

or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

(c) The City Council hereby directs that from and after delivery of the Bond and so long as any portion of the Bond remains Outstanding, subject to paragraph (a) above, the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bond in the next succeeding Fiscal Year, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bond in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision of whether to appropriate such funds will be solely within the discretion of the then-current City Council.

Section 203. Description of the Bond. The Bond consists of one fully-registered bond numbered from R-1, in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bond will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to the Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

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

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

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

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

(c) Payments of principal on the Bond pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should

verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### REDEMPTION OF THE BOND

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

Section 302. Mandatory Redemption Provisions.

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

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred

prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 27 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 27 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B upon Partial Redemption.

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

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

Section 304. Notice and Effect of Call for Redemption.

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

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

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

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

#### ARTICLE IV

##### ESTABLISHMENT OF FUNDS AND ACCOUNTS

###### Section 401. Establishment of Funds and Accounts.

(a) The City hereby creates a separate account in the treasury of the City, known respectively as the:

- (i) Special Obligation Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2024, Debt Service Account (the “Debt Service Account”); and
- (ii) Sewerage System Depreciation and Replacement Account (the “Depreciation and Replacement Account”).

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

- (i) the Debt Service Fund;
- (ii) the Construction Fund;
- (iii) the Repayment Fund, consisting of the Principal Account and the Interest Account; and
- (iv) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The accounts described in Section 401(a) will be maintained and administered by the City under this Ordinance while the Bond is outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bond is Outstanding.

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

(a) On the Closing Date, the proceeds received from the sale of the Bond will be deposited upon the delivery of the Bond into the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

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

any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

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

## ARTICLE V

### APPLICATION OF REVENUES

Section 501. Debt Service Account. The City covenants and agrees that from and after the delivery of the Bond and so long as any portion of the Bond remains Outstanding and unpaid, any moneys appropriated by the City Council for the payment of the Bond will be deposited into the Debt Service Account. Such funds will be segregated from all other moneys, revenues, funds and accounts of the City. The Debt Service Account will be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 502. Application of Moneys in the Debt Service Account. The City will apply moneys in the Debt Service Account, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund as follows:

(a) to the Interest Account of the Repayment Fund, on September 15, 2024, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bond on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

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

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

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

(b) to the Principal Account of the Repayment Fund, on September 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund



redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 27 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement).

Section 503. Transfer of Funds to Paying Agent. To provide for the timely payments on the Bond when due, the City Administrator or any other officer of the City is authorized and directed to make the payments from the Debt Service Account to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502, in sums sufficient to pay the Bond when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bond are due. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bond or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 505. Depreciation and Replacement Account. Subject to annual appropriation by the City Council and so long as any portion of the Bond remains Outstanding and unpaid, the City shall pay and credit to the Depreciation and Replacement Account the sum of \$71,772.00 each month, commencing on the first day of the month following the issuance of the Bond. Moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof.

## ARTICLE VI

### INVESTMENT OF MONEYS

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

## ARTICLE VII

## PARTICULAR COVENANTS OF THE CITY

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

Section 701. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 702. Annual Audit.

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

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

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

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

## ARTICLE VIII

## DEFAULT AND REMEDIES

Section 801. Events of Default. If (a) the City fails to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the City Council or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 802. Remedies. The provisions of this Ordinance constitute a contract between the City and the Owner of the Bond. The Owners of not less than 10% in principal amount of the Bond at the time Outstanding have the right for the equal benefit and protection of all Owners of the Bond similarly situated:

- (a) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;
- (b) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bond.

Section 803. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 804. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bond will be restored to their former positions and rights under this Ordinance.

Section 805. No Obligation to Appropriate Moneys or Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the Bond or to make any other payment hereunder or to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bond.

Section 806. No Acceleration. Notwithstanding any provision in this Ordinance to the contrary, the Bond is not subject to acceleration upon the occurrence of an event of default hereunder.

## ARTICLE IX

### DEFEASANCE

Section 901. Defeasance. When the Bond has been paid and discharged, then the requirements contained in this Ordinance and all rights granted hereby shall terminate. The Bond shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have

been deposited with the Paying Agent or other bank or trust company located in the State of Missouri, at or prior to Stated Maturity or redemption date of said Bond, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the Bond on the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bond shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bond; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at their Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) to the effect that the conditions for the defeasance of the Bond pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at the Stated Maturity or upon redemption, a written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging the Bond shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bond, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

#### ARTICLE X

#### AMENDMENTS

##### Section 1001. Amendments.

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

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

#### ARTICLE XI

#### MISCELLANEOUS PROVISIONS

Section 1101. Further Authority. The officers of the City, including the Mayor, the City Administrator and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The

execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1102. Electronic Transactions. The transactions described in this Ordinance and the Bond may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1103. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1104. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1105. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Section 3.10(g) of the City Charter, because certain construction contracts for the Project are subject to price increases if the Bond is not issued on or before June 30, 2024.

Section 1106. Effective Date. This Ordinance shall take effect and be in force from and after its passage as provided by law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Republic, Missouri, this 18th day of June, 2024.

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

\_\_\_\_\_  
Laura Burbridge, City Clerk

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

EXHIBIT A  
FORM OF BOND

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

Registered  
No. R-1

Registered  
Not to exceed \$50,000,000

UNITED STATES OF AMERICA  
STATE OF MISSOURI

CITY OF REPUBLIC, MISSOURI

SPECIAL OBLIGATION BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2024

<u>Closing Date</u>	<u>Interest Rate</u>	<u>Stated Maturity</u> <sup>†</sup>
		January 1, 2053

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED FIFTY MILLION DOLLARS

The CITY OF REPUBLIC, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2025 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

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

<sup>†</sup> Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024" (the "Bond"), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with provisions of the City's Charter, the Constitution and laws of the State, and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bond may be called for redemption and payment prior to maturity in whole or in part at any time on or after the 10th anniversary of the Closing Date with the prior written consent of the Owner as provided in the Ordinance at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

The Bond is subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or portion thereof to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or applicable portions thereof shall cease to bear interest.

The Bond is a special, limited obligation of the City payable as to both principal and interest from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to make payments into the Debt Service Account for further credit to the Repayment Fund and any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years.

The Bond is issuable in the form of one fully-registered bond in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (an "Authorized Denomination").

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new

Bond or Bonds in any Authorized Denomination, with the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

*[Remainder of Page Intentionally Left Blank]*



IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF REPUBLIC, MISSOURI, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF REPUBLIC, MISSOURI

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within-mentioned Ordinance.

Registration Date: \_\_\_\_\_

UMB BANK, N.A., Paying Agent

By \_\_\_\_\_  
Authorized Signatory

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RECORD OF PRINCIPAL PAYMENTS AND REDEMPTIONS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial redemptions of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CITY OF REPUBLIC, MISSOURI  
SPECIAL OBLIGATION BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2024

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

<u>Date<sup>(1)</sup></u>	<u>Purchase Price Installment</u>	<u>Principal Amount Redeemed<sup>(2)</sup></u>	<u>Cumulative Principal Amount Outstanding</u>	<u>Authorized Signatory of Paying Agent</u>

<sup>(1)</sup> Date constitutes date of registration with respect to such portion of the Bond. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

<sup>(2)</sup> Commencing with first Principal Payment Date if prior to Completion of Funding.

## EXHIBIT B

## MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
January 1, 2027	\$729,000	January 1, 2040	\$ 933,000
July 1, 2027	736,000	July 1, 2040	942,000
January 1, 2028	743,000	January 1, 2041	951,000
July 1, 2028	750,000	July 1, 2041	960,000
January 1, 2029	757,000	January 1, 2042	970,000
July 1, 2029	765,000	July 1, 2042	979,000
January 1, 2030	772,000	January 1, 2043	988,000
July 1, 2030	779,000	July 1, 2043	998,000
January 1, 2031	787,000	January 1, 2044	1,007,000
July 1, 2031	794,000	July 1, 2044	1,017,000
January 1, 2032	802,000	January 1, 2045	1,027,000
July 1, 2032	809,000	July 1, 2045	1,036,000
January 1, 2033	817,000	January 1, 2046	1,046,000
July 1, 2033	825,000	July 1, 2046	1,056,000
January 1, 2034	833,000	January 1, 2047	1,066,000
July 1, 2034	841,000	July 1, 2047	1,077,000
January 1, 2035	849,000	January 1, 2048	1,087,000
July 1, 2035	857,000	July 1, 2048	1,097,000
January 1, 2036	865,000	January 1, 2049	1,108,000
July 1, 2036	873,000	July 1, 2049	1,118,000
January 1, 2037	882,000	January 1, 2050	1,129,000
July 1, 2037	890,000	July 1, 2050	1,140,000
January 1, 2038	899,000	January 1, 2051	1,151,000
July 1, 2038	907,000	July 1, 2051	1,162,000
January 1, 2039	916,000	January 1, 2052	1,173,000
July 1, 2039	925,000	July 1, 2052	1,184,000
		January 1, 2053 <sup>†</sup>	1,196,000

<sup>†</sup>Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

EXHIBIT C  
ESCROW AGREEMENT

EXHIBIT D  
PURCHASE AGREEMENT