



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 4813)**

Meeting: 03/27/25 9:30 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

Doc ID: 4813

## Meeting Attachments

### ATTACHMENTS:

1 - 27 MARCH 2025 - SWMO FORENSICS 2025 PRICING

2 - 27 MARCH 2025 - SWMO FORENSICS AWARD LETTER

3 - 27 MARCH 2025 - AMENDMENT TO IGA WITH THE CITY OF OZARK

4 - 27 MARCH 2025 - LETTER OF CREDIT

5 - 27 MARCH 2025 - LOC PROMISSORY NOTE

6 - 27 MARCH 2025 - LOC DISBURSEMENT REQUEST AND AUTHORIZATION

7 - 27 MARCH 2025 - SCHEDULE OF VALUES FOR LOC



# Southwest Missouri Forensics



P.O. Box 1695  
Nixa, MO 65714  
Office 417-725-2157  
Answering service 417-885-9949  
Fax 417-955-4465

Directors:  
Carla Yoder, Pres/CEO  
In memory of Dr. James Spindler  
and Ron Yoder  
Mandi Armitage, Manager  
[swmoforensics@gmail.com](mailto:swmoforensics@gmail.com)

February 13, 2025

Christian County Commission  
Attn: Janine Milner

To Whom It May Concern:

We have restructured our pricing in order to make billing more time efficient. I am attaching the 2023-2024 pricing so you can easily understand our new pricing and how it applies to Christian County. I am also attaching the letter that was sent to our coroners before their county budget meetings.

Our 2025 pricing is as follows:

#1 - \$2600 (This now includes the complete autopsy, the vitreous panel if necessary, carbon monoxide testing if necessary, the comprehensive drug panel, any special cultures, x-rays and histology with no extra fee for decomposed cases.)

#2 - \$1600 (This now includes the comprehensive drug panel and x-rays with an additional \$300 if bullet extraction is necessary.)

#3 - \$450 (Due to the presence of so many synthetic designer drugs, we are only doing the comprehensive drug panel. If synthetic designer drugs are presumptive on the comprehensive panel and need additional testing, the amount charged by AXIS will be billed.)

#4 – included in #1

#5 – included in #1

#6 – remains the same at \$1500

#7 - \$2500 (Infant autopsies [1 week of age to 12 months of age] are required by state law. All child autopsies up to age 18 are paid by the state as long as the necessary requirements are met.)

If you have any questions, please email me.

Sincerely,

  
Carla S. Yoder



# Southwest Missouri Forensics



P.O. Box 1695  
Nixa, MO 65714  
Office 417-725-2157  
Answering service 417-885-9949  
Fax 417-955-4465

Directors:  
Carla Yoder, Pres/CEO  
In memory of Dr. James Spindler  
and Ron Yoder  
Mandi Armitage, Manager  
[swmoforensics@gmail.com](mailto:swmoforensics@gmail.com)

**November 19, 2024**

**Dear Coroner:**

**This letter is to inform you of our pricing for 2025 as we know that you will soon need to turn your budget in for next year. We have changed a few things for this next year because there has been an issue in billing from one of our suppliers. Therefore, a full autopsy will now have a flat fee of \$2600 and will now include the vitreous panel and carbon monoxide testing in addition to the current comprehensive panel, any special cultures, x-rays and histology. There will no longer be a fee charged for decomposed cases. Toxicology (for synthetic drugs, poisons, etc.) will be charged at the amount charged by AXIS. External autopsies will be \$1600 and will include the comprehensive panel for toxicology testing as well as x-rays if needed. If a case requires an external with bullet extraction, an additional \$300.00 will be charged. This is ONLY on cases that are not a full autopsy. Tox only cases will remain \$450 for the comprehensive panel with special toxicology testing charged at the amount charged by AXIS. If only x-rays are necessary, the charge will be \$350.00. If only a bullet extraction is required, the charge will be \$300.**

**We feel that with a predominantly flat fee, it will be easier to keep the billing on a more current basis and we plan to start billing at the end of every month. We want to thank you for your continued trust and support in Southwest Missouri Forensics. We hope you have blessed year.**

**Sincerely,**

**Carla, Mandi & Shelby**

SW MISSOURI FORENSICS			
	SERVICES	2023 PRICE	2024 PRICE
1	Forensic autopsy performed by a Board-Certified Forensic Pathologist	\$ 2,100.00	\$ 2,350.00
2	External Examination	\$ 1,150.00	\$ 1,500.00
3	Drug of Abuse Panel: Toxicology Fee only	\$ 350.00	\$ -
4	Comprehensive Drug Panel		\$ 450.00
5	X-ray of decedents when necessary and required by the state on all infant deaths.	\$ 300.00	
6	Forensic dental exam with anthropolgy for identification purposes or bones/skull/dental records	\$ 1,500.00	\$ 1,500.00
7	Child death, forensic autopsy, performed by a board-certified child death Forensic Pathologist	\$ 2,000.00	\$ 2,500.00





# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Lynn Morris  
Presiding Commissioner

Bradley A. Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

March 27, 2025

Southwest Missouri Forensics  
PO BOX 1695  
Nixa, MO 65714  
417-725-2157  
[csyforensics@gmail.com](mailto:csyforensics@gmail.com)

Re: Contract Renewal ITB #2023-2 Forensics Autopsy & Pathology Services

The Christian County Commission voted in session today to renew the contract for ITB #2023-2 Forensics Autopsy & Pathology Services to Southwest Missouri Forensics.

This is the second contract renewal (year three), and is effective beginning March 28, 2025, through March 27, 2026.

Your point of contact is Coroner Mandi Armitage. Coroner Armitage can be reached at 417-708-1294 or by email at [marmitage@christiancountymmo.gov](mailto:marmitage@christiancountymmo.gov).



Johnny Williams  
Western Commissioner

Date: 3-27-25



Lynn Morris  
Presiding Commissioner

Date: 3/27/25



Bradley A. Jackson  
Eastern Commissioner

Date: 3-27-25

**AN ORDINANCE OF THE CITY OF OZARK, MISSOURI,  
APPROVING AN ADDENDUM TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
AND CHRISTIAN COUNTY REGARDING ISSUANCE OF A  
FINAL PLAT**

---

**WHEREAS**, the City of Ozark, Missouri (the "City") and Christian County (the "County") entered into an Intergovernmental Agreement on December 18, 2024; and

**WHEREAS**, the County has requested the City authorize the approval of the County Government Plaza Final Plat (the "Final Plat") and the issuance of building permits prior to the County's completion of the required public improvements (the "Public Improvements"); and

**WHEREAS**, the City desires to condition approval of the Final Plat and the issuance and delivery of building permits for construction on lots within the County Government Plaza upon the County's delivery of the irrevocable letter of credit (the "ILOC") to the City to ensure completion of the Public Improvements; and

**WHEREAS**, the County has not provided, and the City has not yet accepted a finalized Schedule of Costs; and

**WHEREAS**, because the Schedule of Costs are critical to determining the basis for the calculation of the security amount, the Parties agree that this Ordinance shall be conditioned upon the Parties agreeing upon a finalized Schedule of Costs; and

**WHEREAS**, the City and the County desire to enter into an Addendum to the Intergovernmental Agreement to memorialize the terms upon which the Final Plat will be approved.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF CITY OF OZARK, MISSOURI, as follows, that:**

**SECTION 1.** The Addendum to the Intergovernmental Agreement by and between the City and the County, in substantially the form attached hereto as "Exhibit A" incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

**SECTION 2.** Approval of the Addendum to the Intergovernmental Agreement is conditioned upon the County and City agreeing to a Schedule of Costs. Failure of the County and City to agree to said Schedule of Costs shall nullify and render void approvals granted in this Ordinance.

**SECTION 3.** City staff and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

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

**PASSED AT MEETING OM MARCH 17, 2025.**

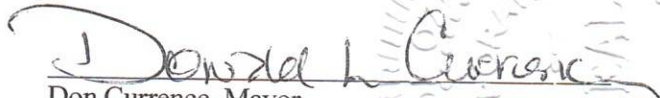
**AYE**

**NAY**

**ABSTAIN/ABSENT**

**ALDERMAN DAVID SNIDER  
ALDERMAN EDDIE CAMPBELL  
ALDERMAN JEAN ANN HUTCHINSON  
ALDERMAN BRUCE GALLOWAY  
ALDERMAN CHRIS AIKEN  
ALDERMAN JIM METCALF**

**APPROVED ON MARCH 17, 2025.**

  
Don Currence, Mayor

ATTEST:

  
Chandra Hodges, City Clerk

**Exhibit A**

**Irrevocable Letter of Credit**

*[On file with the City.]*



-----  
--(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:

DEVELOPMENT AGREEMENT

DATE OF DOCUMENT:

\_\_\_\_\_, 2025

GRANTOR'S NAME AND  
MAILING ADDRESS:

CITY OF OZARK, MISSOURI  
205 N. 1<sup>st</sup> Street  
Ozark, Missouri 65721

GRANTEES' NAMES AND  
MAILING ADDRESSES:

CHRISTIAN COUNTY

\_\_\_\_\_, Missouri \_\_\_\_\_

RETURN DOCUMENT TO:

City of Ozark  
Attn: City Administrator Eric Johnson  
205 N 1<sup>st</sup> Street  
Ozark, Missouri 65721

LEGAL DESCRIPTION:

Attached as **Schedule 1**

**ADDENDUM TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN CHRISTIAN COUNTY  
AND THE CITY OF OZARK**

THIS ADDENDUM, entered into this 27<sup>th</sup> day of March, 2025, shall become part of that Agreement executed on the 18th day of December 2024, by Christian County (the "County") and City of Ozark, Missouri, (the "City");

WHEREAS, the County has requested the Board of Aldermen authorize the approval of the County Government Plaza Final Plat (the "Final Plat") and the issuance of building permits prior to the County's completion of the required public improvements (the "Public Improvements"); and

WHEREAS, the County shall provide to the City security in the form of an irrevocable letter of credit issued by Ozark Bank in the form attached hereto as **Exhibit A** (the "ILOC") in exchange for the Board of Aldermen authorizing approval of the Final Plat and the issuance of building permits for construction on lots within the County Government Plaza; and

WHEREAS, the City and County acknowledge that the City shall not complete any final inspections for the issuance of Certificates of Occupancy, nor shall the City issue Certificates of Occupancy for any building within the County Government Plaza until the Public Improvements are completed, inspected, and accepted by the City.

NOW, THEREFORE, the County and the City amend the Agreement as follows:

1. Paragraph 1 shall be deleted in its entirety and replaced with new language, to read as follows:
  - "1. The Plat.
    - a. The City hereby confirms its satisfaction that this Agreement provides the City with security sufficient to (i) ensure the completion of the Public Improvements, (ii) induce the City's approval of the Final Plat prior to the completion of the Public Improvements, and (iii) authorize the City's issuance of building permits on lots located within the County Government Plaza. Accordingly, the City agrees to sign and record the Final Plat promptly upon issuance of the ILOC and delivery of the original of the same to the City, understanding that time is of the essence. The County shall comply with all other applicable requirements related to the City's issuance of a Final Plat except for the completion of the Public Improvements as contained herein. The City shall have the authority to administratively approve a replat to the Final Plat for lot line adjustments or other related reasons.

- b. The County and the City hereby acknowledge and agree that the City shall have no obligation to complete final inspections nor issue a Certificate of Occupancy for any building or structure located within the County Government Plaza until that time that the Public Improvements have been fully completed and accepted by the City. The County shall be obligated to communicate this agreement to any future owner of property within the County Government Plaza.”

2. Paragraph 2 shall be deleted in its entirety and replaced with new language, to read as follows:

“2. Performance Guarantee.

- a. As a condition to the approval of the Final Plat, the County shall cause the ILOC to be issued by Ozark Bank (the “Lender”) and the original thereof delivered to the City. It is the intent of the City and the County that the ILOC Amount represents 130% of the estimated cost for the completion of the Public Improvements and may be drawn on by the City in accordance with this Agreement as a guarantee to secure the completion of the Public Improvements. For purposes of clarity, the ILOC shall not be considered any form of escrow or security for escrow owed to the City or any other entity, political subdivision, or corporation including but not limited to performance bond, payment bond, maintenance bond, land disturbance escrow, or sidewalk escrow and reference to these does not constitute approval of these additional escrows.
- b. The County may apply to the City for a reduction in the ILOC amount based on the progress of the County’s construction of the Public Improvements as determined from time to time by inspections, certifications, and acceptance by the City. Said requests for ILOC adjustment shall be requested with no more frequency than once monthly. When the Public Improvements have been Completed, the City shall confirm in writing to County and to the Lender that the ILOC may be terminated, at which time the City and County shall record a termination of this Agreement with the Christian County, Missouri Recorder of Deeds Office.
- c. The County shall diligently pursue the design, engineering, construction, installation and completion of the Public Improvements. Subject to Force Majeure Delay, if the Public Improvements are not Completed (meaning the City acceptance of such Public Improvements in accordance with City code and customary practices) within twelve (12) months (the “County Deadline”) after the Effective Date, the City may, acting by and through the City Administrator or their designee, make drafts on and in accordance with the ILOC for the direct payment of labor and materials used in the design, engineering, construction, installation, and completion of the Public Improvements, such drafts and disbursements to be based on the progress of the work as determined from time to time by inspections and certifications made by the City



Administrator or their designee. Notwithstanding anything to the contrary, the City may make drafts on and in accordance with the ILOC upon an Event of Default or the expiration of the County Deadline without further authorization or action by the County.

- d. Upon the occurrence and continuance of an Event of Default, the City may, in addition to any other rights and remedies provided under this Agreement or by law, commence or continue work on the Public Improvements, and is hereby expressly given the right to make drafts on and in accordance with the ILOC for payment of costs associated with the Public Improvements, with or without the expiration of the County Deadline.
- e. Notwithstanding anything to the contrary and to extent allowed by law, the County hereby covenants and agrees to indemnify and defend the City and its officers, employees, attorneys and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever arising out of or in connection with this Agreement and the approval of the Final Plat prior to the completion of Public Improvements, and any failure to satisfy the promises contained herein (including the foregoing indemnity obligation) shall be treated as a material breach by County of the Agreement, giving the City the right to pursue the remedies specified therein, including, but not limited to, termination thereof. The parties hereby acknowledge that the County's liability under this paragraph shall not be limited to the amount of the ILOC. Notwithstanding the foregoing terms of this Section, the County shall have no obligation to defend, hold harmless or indemnify the City with respect to any matter or expense resulting directly from the gross negligence or willful misconduct of the City."

3. A new Paragraph 11 shall be added to read as follows:

"11. Definitions. As used herein, the following terms shall mean:

- a. "Effective Date" shall mean the date that the last party signs the Agreement.
- b. "Event of Default" shall mean a default in the performance of any obligation or breach of any covenant or agreement of the County in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to County a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and County is diligently attempting to remedy such default or breach, such default or breach will not constitute an Event of Default if County promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.



- c. "Force Majeure Delay" shall mean as follows: if County shall be delayed, hindered, or prevented from performing any act required hereunder due to circumstances beyond its reasonable control, including but not limited to casualty, inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemic, terrorist threat or attack, or the delay in issuance of permits for the construction of the Public Improvements (each a "Force Majeure Delay"), the period for the performance of such act shall be extended for a period equivalent to the period of such delay, as reasonably agreed in writing by the City and County.
- d. "ILOC Amount" shall mean an amount equal to 130% of the greater of (1) the Grand total listed on the Schedule of Estimated Costs attached hereto as **Exhibit B** (representing the estimated costs of the Public Improvements as of the Effective Date hereof), and (2) the bid accepted by the County for construction of the Public Improvements.
- e. "Public Improvements" shall mean all public improvements shown on the County Government Plaza Preliminary Plat and construction documents approved by the City, including but not limited to roads, storm sewer, sanitary sewer, and water improvements.
- f. "Schedule of Costs" shall mean the Schedule of Estimated Costs, agreed to by the County and the City, for the completion of the Public Improvements attached hereto as **Exhibit B** and incorporated herein by this reference. Said Schedule provides a detailed breakdown of the estimated cost based on the category of Public Improvement. "

4. A new Paragraph 12 shall be added to read as follows:

"12. The County may not assign its rights and responsibilities under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion."

5. A new Paragraph 13 shall be added to read as follows:

"13. The covenants and agreements contained in this Agreement will bind the County and its successors and assigns."

6. A new Paragraph 14 shall be added to read as follows:

"14. The County and City hereby acknowledge that the Schedule of Costs has not yet been provided by the County nor agreed to by the City. The County and the City affirmatively agree that the Schedule of Costs are critical to determining the basis for the calculation of the ILOC

Amount and therefore, should the County and City not be able to agree to a Schedule of Costs, the City may terminate this agreement without penalty.”

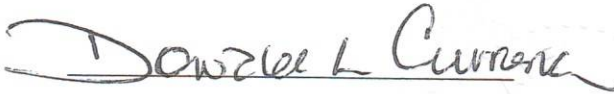
7. That all other provisions of the aforementioned Contract shall remain in full force and effect.
8. That this Addendum together with the Contract contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.


CHRISTIAN COUNTY, MISSOURI

CITY OF OZARK, MISSOURI

By:   
Lynn Morris, Presiding Commissioner


  
Don Currence, Mayor

By:   
Bradley A. Jackson, Eastern Commissioner


By:   
Hosca Bilyeu, Western Commissioner

Johnny Williams

ATTEST:

  
Chandra Hodges, City Clerk

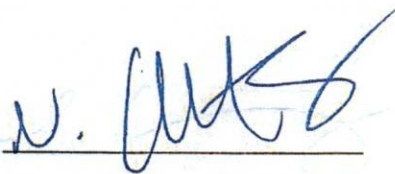
ATTEST:

  
Paula Brumfield, County Clerk

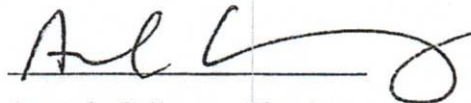


APPROVED AS TO FORM:

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "N. Austin Fax", written over a horizontal line.

N. Austin Fax, Christian County Counselor

A handwritten signature in blue ink, appearing to read "Amanda Callaway", written over a horizontal line.

Amanda Callaway, City Attorney



## Schedule 1

### Legal Description

#### Legal description as shown on County Government Plaza Preliminary Plat filed with the City.

A TRACT OF LAND IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 21 WEST IN THE CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE S87°23'10"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE S87°22'57"E ALONG SAID NORTH LINE, 1298.58 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF TOWN & COUNTRY PLACE, A RECORDED SUBDIVISION IN THE CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI; THENCE S86°35'43"E ALONG THE SOUTH LINE OF SAID TOWN & COUNTRY PLACE, 445.49 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF NORTH 25th STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES: S01°40'10"W, 74.78 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 60°11'51", A RADIUS OF 220.00 FEET AND A CHORD OF 220.66 FEET BEARING S31°36'42"W, AN ARC DISTANCE OF 231.14 FEET TO AN EXISTING IRON PIN; S61°45'01"W, 151.60 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°05'42", A RADIUS OF 230.00 FEET AND A CHORD OF 187.45 FEET BEARING S37°39'34"W, AN ARC DISTANCE OF 193.07 FEET TO AN EXISTING IRON PIN; SOUTHWESTERLY THROUGH A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 79°50'02", A RADIUS OF 15.00 FEET AND A CHORD OF 19.25 FEET BEARING S53°20'37"W, AN ARC DISTANCE OF 20.90 FEET TO AN EXISTING IRON PIN; N86°16'39"W, 4.01 FEET TO AN EXISTING IRON PIN; S03°23'56"W, 59.81 FEET TO AN EXISTING IRON PIN; SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°04'38", A RADIUS OF 15.00 FEET AND A CHORD OF 21.41 FEET BEARING S41°39'20"E, AN ARC DISTANCE OF 23.84 FEET TO AN EXISTING IRON PIN; AND S03°18'21"W, 309.96 FEET TO AN EXISTING IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N86°41'51"W, 413.71 FEET TO AN EXISTING IRON PIN; THENCE S03°18'02"W, 359.92 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14 THE FOLLOWING THREE (3) COURSES: N86°42'43"W, 294.59 FEET TO AN EXISTING IRON PIN; WESTERLY THROUGH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°50'37", A RADIUS OF 10389.26 FEET AND A CHORD OF 515.57 FEET BEARING N88°07'29"W, AN ARC DISTANCE OF 515.62 FEET TO AN EXISTING IRON PIN; AND N58°39'57"W, 157.01 FEET TO AN EXISTING IRON PIN; THENCE N01°20'55"E, 1185.27 FEET TO THE POINT OF BEGINNING.



**Exhibit A**

**Irrevocable Letter of Credit**

*[On file with the City.]*

**Exhibit B**

**Schedule of Estimated Costs**

*[On file with the City.]*

# IRREVOCABLE LETTER OF CREDIT

**Borrower:** CHRISTIAN COUNTY, MISSOURI  
100 W CHURCH ST ROOM 209  
OZARK, MO 65721

**Lender:**

Ozark Bank  
Downtown  
106 - 112 N Second Avenue  
PO Box 220  
Ozark, MO 65721



Doc Req ID: 483925  
Account #: 131  
Letter of Credit  
Timestamp: 3/31/2025 10:17 AM

**Beneficiary:** CITY OF OZARK  
PO BOX 295  
OZARK, MO 65721

COPY

**NO.: 131**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 09-29-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Four Hundred Thirty-seven Thousand Six Hundred Sixty-eight & 14/100 Dollars (\$437,668.14) (the "Letter of Credit") representing the obligation of the Borrower to provide for the completion of certain Public Improvements as described in the Intergovernmental Agreement dated December 18, 2024, and subsequent Addendum to said agreement dated March 27, 2025, both entered between the Beneficiary and the Borrower (together the "Intergovernmental Agreement"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** Beneficiary may draft upon this Letter of Credit upon written notification to the lender that a draft is authorized under the Intergovernmental Agreement. All drafts must be marked "DRAWN UNDER Ozark Bank IRREVOCABLE LETTER OF CREDIT NO. 131 DATED 03-27-2025," and the amount of each draft shall be marked on the draft, and directions for payment of such draft. The written notification shall be on the official letterhead of the Beneficiary, signed by the City Administrator or the City Attorney. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**IRREVOCABLE LETTER OF CREDIT  
(Continued)**

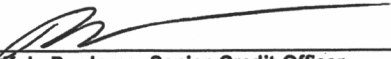
**Loan No: 131**

**Page 2**

**Dated: March 28, 2025**

**LENDER:**

**OZARK BANK**

**By:**   
\_\_\_\_\_  
**Kyle Purdome, Senior Credit Officer**

**ENDORSEMENT OF DRAFTS DRAWN:**

<b>Date</b>	<b>Negotiated By</b>	<b>Amount In Words</b>	<b>Amount In Figures</b>
_____	_____	_____	_____





ORIGINAL

**APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

Amount of Credit	Issue Date	Expiration Date	Loan Number	Letter of Credit Number	Officer ID	Initials
\$437,668.14	03-28-2025	09-29-2026	131	131	KMP	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.						

**Borrower:** CHRISTIAN COUNTY, MISSOURI  
100 W CHURCH ST ROOM 209  
OZARK, MO 65721

**Lender:** Ozark Bank  
Downtown  
106 - 112 N Second Avenue  
P O Box 220  
Ozark, MO 65721

**Beneficiary:** CITY OF OZARK  
PO BOX 295  
OZARK, MO 65721

**APPLICATION FOR LETTER OF CREDIT.** Borrower hereby requests Lender indicated above to issue a Letter of Credit substantially in the form attached hereto and incorporated herein by this reference. In issuing the Letter of Credit, Borrower expressly authorizes Lender to make such changes from the terms set forth in this Agreement as the Lender in Lender's sole discretion may deem advisable provided that no such change shall vary the material terms hereof.

**INSPECTION OF DRAFTS AND ACCOMPANYING DOCUMENTS.** Borrower authorizes Lender to accept, honor, or pay (as applicable) against any draft or other document which on its face appears otherwise in order and is signed, issued, or presented by any party or under the name of any party a) purporting to act with authority (actual or apparent) on behalf of the Beneficiary in whose name the Letter of Credit requires that any draft or document must be drawn, issued, or presented; b) purporting to claim through such Beneficiary; or c) posing as such Beneficiary. Borrower agrees to reimburse Lender any and all amounts which Lender pays under the Letter of Credit notwithstanding any legal or factual insufficiency or infirmity in such party's conduct or documents under clauses a), b), or c) in this paragraph.

**REPAYMENT OF DRAFTS.** Borrower shall immediately repay Lender upon demand, unless otherwise provided, in United States currency for any amounts paid by Lender under the Letter of Credit. Borrower's obligation to repay Lender for any such amounts paid under the Letter of Credit shall be absolute, unconditional, and irrevocable.

**INTEREST.** All fees and all other amounts payable under this Agreement shall bear interest from their due date or with respect to any draft presented under the Letter of Credit, from the date of payment of any draft at the interest rate and under the terms set forth in the Note executed in conjunction with this Agreement. The Note shall evidence the obligation of Borrower herein to repay Lender for any amounts paid under the Letter of Credit.

**SECURITY INTEREST.** To secure the payment and performance of Borrower's obligations and duties described in this Agreement and Related Documents, if any, Borrower grants Lender a security interest in: 1) all goods and documents that come into Borrower's actual or constructive possession, custody, control, or in which Borrower may acquire an interest in connection with the Letter of Credit; 2) all goods and documents that come into Lender's actual or constructive possession, custody or control, or that of any of Lender's correspondents in connection with the Letter of Credit; 3) all of Borrower's right, title and interest in Borrower's accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into Lender's actual or constructive possession, custody or control. Borrower's obligations under this Agreement and Related Documents are also secured by the collateral described in any security instrument(s) executed in connection with this Agreement, and any collateral described in any other security instrument(s) securing this Agreement or all of Borrower's obligations to Lender.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Change in Ownership.** Any change in the ownership interest of a business entity Borrower without Lender's prior written consent thereto.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS OF LENDER ON EVENT OF DEFAULT.** If there is an Event of Default as set out in the Default paragraph of this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

a) to declare any unpaid amounts plus accrued interest under this Agreement and under the Note, if any, and all other present and future

**APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT  
(Continued)**

Loan No: 131

Page 2

obligations of Borrower immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;

- b) to require Borrower to deposit with Lender the full amount of any additional monies capable of being drawn under the Irrevocable Letter of Credit;
- c) to collect the outstanding obligations of Borrower;
- d) to forthwith setoff and/or segregate without notice or demand, Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit amounts maintained with Lender;
- e) to sell any goods or documents covered by any security interest granted above; and
- f) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. Lender's remedies under this paragraph are in addition to those available at common law, including, but not limited to, the right to set-off. The sale of secured goods or documents will be governed by the Uniform Commercial Code for the State of Missouri. If the sale does not pay for the whole amount due, Borrower will pay the shortage to Lender immediately. If the sale results in more than the amount due, Lender will pay the surplus to Borrower or those who have a right to it. If the value of the secured goods declines, Borrower will deliver to Lender on Lender's demand additional collateral that is acceptable to Lender.

**INSURANCE.** If applicable, Borrower, or a third party, will obtain insurance on all goods described in the Letter of Credit. The insurance will cover fire and other usual risks, and any additional risks Lender may request. Borrower authorizes Lender to collect the proceeds of insurance and apply it against any of Borrower's obligations to Lender.

**ASSIGNMENT.** Borrower shall not be entitled to assign any of Lender's rights, remedies, or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in Lender's sole discretion. Lender shall be entitled to assign some or all of Lender's rights and remedies described in this Agreement without notice to or the prior consent of Borrower in any manner. The obligations under this Agreement shall bind the heirs, executors, administrators, successors and assigns of Borrower, and all rights, benefits and privileges hereby conferred on Lender shall be and hereby are extended to and conferred upon and may be enforced by Lender's successors and assigns.

**RESPONSIBILITIES AND LIABILITIES.** Neither Lender nor any of Lender's correspondents shall be responsible for, and Borrower's obligation to reimburse Lender shall not be affected by any change of circumstances or conditions or action of any person related to the Letter of Credit or this Agreement including without limitation: a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such drafts, documents, certificates, statements or endorsements thereon prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged; b) any breach of any agreement between Borrower and the Beneficiary of the Letter of Credit or any other party, even if Lender has received notice of same; c) any failure of any draft to bear any reference or adequate reference to the Letter of Credit; d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; e) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit; f) any act, error, default, omission or failure in business of the Beneficiary, any correspondent or any other party, or any other act or omission beyond Lender's control; g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in, the Letter of Credit if assented to, orally or in writing, by Borrower; Borrower shall be conclusively deemed to have waived any right to object to such variation unless within three days of receipt of such irregular drafts or documents or notice of such variation, Borrower files written notice with Lender; h) any delay by any party in giving, or failing to give notice of any default under any agreement involving Lender; i) failure by Lender to perfect any interest in or exercise any right with respect to the collateral securing this Agreement or any other security, endorsement, or guarantee it may have for payment of Borrower's obligations; and, j) any amendments to which Borrower has assented.

**LIMITED LIABILITY.** Lender shall not be responsible to Borrower for, and Lender's right to reimbursement, indemnification, and other payments hereunder shall not be impaired by any act or omission for which an issuer of a letter of credit is relieved of responsibility under the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") or other applicable law. In addition, Borrower acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. Lender shall not be liable for any special, indirect, or consequential damages, unless there is clear and convincing evidence that such damages resulted from Lender's bad faith.

**INDEMNITY.** Borrower agrees to defend and indemnify Lender (and Lender's directors, officers, employees, attorneys, and agents), on demand and to the fullest extent permitted by law, against each and every claim and liability (and the reasonable costs and legal fees relating thereto) which may arise under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions commenced by the Beneficiary of the Letter of Credit for wrongful dishonor and actions commenced by Borrower to enjoin honor or attach the proceeds of honor.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Borrower's obligations under the Letter of Credit.

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.



ORIGINAL

## APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT (Continued)

Loan No: 131

Page 3

**Commercial Purposes.** This Agreement is being executed for commercial, which includes agricultural, purposes.

**Financial Statements.** Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

**Joint and Several Liability.** All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any indebtedness or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waiver By Borrower.** Borrower waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Borrower.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Agreement.** The word "Agreement" means this Application and Agreement for Irrevocable Letter of Credit, as this Application and Agreement for Irrevocable Letter of Credit may be amended or modified from time to time, together with all exhibits and schedules attached to this Application and Agreement for Irrevocable Letter of Credit from time to time.

**Beneficiary.** The word "Beneficiary" means CITY OF OZARK, and Beneficiary's successors and assigns.

**Borrower.** The word "Borrower" means CHRISTIAN COUNTY, MISSOURI, and all other persons and entities signing the Agreement in whatever capacity.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Ozark Bank, its successors and assigns.

**Letter of Credit.** The words "Letter of Credit" mean a letter of credit in the amount of \$437,668.14 issued on 03-28-2025, by Lender on behalf of Borrower and in favor of Beneficiary.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments,



ORIGINAL

**APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**  
**(Continued)**

Loan No: 131

Page 4

agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT AND BORROWER AGREES TO ITS TERMS. THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT IS DATED MARCH 28, 2025.


BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT.

BORROWER:

CHRISTIAN COUNTY, MISSOURI

By:   
LYNN A MORRIS, PRESIDING COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI

By:   
BRADLEY JACKSON, EASTERN COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI

By:   
JOHNNY WILLIAMS, WESTERN DISTRICT  
COMMISSIONER of CHRISTIAN COUNTY,  
MISSOURI





ORIGINAL

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$437,668.14	03-28-2025	09-29-2026	131			KMP	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** CHRISTIAN COUNTY, MISSOURI  
100 W CHURCH ST ROOM 209  
OZARK, MO 65721

**Lender:** Ozark Bank  
Downtown  
106 - 112 N Second Avenue  
P O Box 220  
Ozark, MO 65721

**Principal Amount:** \$437,668.14

**Date of Note:** March 28, 2025

**PROMISE TO PAY.** CHRISTIAN COUNTY, MISSOURI ("Borrower") promises to pay to Ozark Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Thirty-seven Thousand Six Hundred Sixty-eight & 14/100 Dollars (\$437,668.14) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.500% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on September 29, 2026. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Ozark Bank, Downtown, P O Box 220 Ozark, MO 65721.

**LATE CHARGE.** If a payment is more than 10 days late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$25.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 5.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.



ORIGINAL

Loan No: 131

**PROMISSORY NOTE  
(Continued)**

Page 2

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**COLLATERAL.** Borrower acknowledges this Note is secured by AN ASSIGNMENT OF ACCOUNT OF EVEN DATE EXECUTED BY CHRISTIAN COUNTY, MISSOURI .

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Missouri.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**LINE OF CREDIT.** This Note evidences a non-revolving line of credit. Payments made prior to termination of the line of credit do not entitle Borrower to readvances of the amounts already paid. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Ozark Bank Downtown P O Box 220 Ozark, MO 65721.

**THE PURPOSE OF THIS LOAN IS .** PROVIDE LETTER OF CREDIT.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**



ORIGINAL

Loan No: 131

PROMISSORY NOTE  
(Continued)


Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

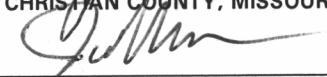
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CHRISTIAN COUNTY, MISSOURI

By:   
LYNN A. MORRIS, PRESIDING COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI

By:   
BRADLEY JACKSON, EASTERN COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI

By:   
JOHNNY WILLIAMS, WESTERN DISTRICT  
COMMISSIONER of CHRISTIAN COUNTY,  
MISSOURI

LENDER:

OZARK BANK

X   
Kyle Purdome, Senior Credit Officer



ORIGINAL

## DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$437,668.14	03-28-2025	09-29-2026	131			KMP	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** CHRISTIAN COUNTY, MISSOURI  
100 W CHURCH ST ROOM 209  
OZARK , MO 65721

**Lender:** Ozark Bank  
Downtown  
106 - 112 N Second Avenue  
P O Box 220  
Ozark , MO 65721

**LOAN TYPE.** This is a Fixed Rate (5.500%) Nondisclosable Draw Down Line of Credit Loan to a Government Entity for \$437,668.14 due on September 29, 2026.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for (please initial):

- ☐ \_\_\_\_\_ Personal, Family, or Household Purposes or Personal Investment.  
☒ \_\_\_\_\_ Business (Including Real Estate Investment).

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$437,668.14 as follows:

Undisbursed Funds:	\$437,668.14
Note Principal:	\$437,668.14

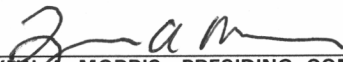
**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

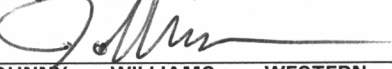
Prepaid Finance Charges Paid in Cash:	\$8,753.00
\$8,753.00 Loan Fee	
Total Charges Paid in Cash:	\$8,753.00

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MARCH 28, 2025.

**BORROWER:**

CHRISTIAN COUNTY, MISSOURI

By:   
LYNN A MORRIS, PRESIDING COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI

By:   
JOHNNY WILLIAMS, WESTERN DISTRICT  
COMMISSIONER of CHRISTIAN COUNTY,  
MISSOURI

By:   
BRADLEY JACKSON, EASTERN COMMISSIONER of  
CHRISTIAN COUNTY, MISSOURI



# CITY OF OZARK SCHEDULE OF VALUES



Project; Christian County Gov't Plaza

Date; 03/20/2025

		Item	Unit	Unit Price	# of Units	Totals
Grading & Pavement		Asphalt Pavement Construction	TN	\$ 75.00	1725	\$ 129,375
		Concrete Curb & Gutter	LF	\$ 25.00	2722	\$ 68,050
		Road Base, 4" Thick	SY	\$ 7.00	4833	\$ 33,831
		Clearing & Grubbing	Acre	\$ 10000.00		\$ 0.00
		Finish Grading & Seeding	Acre	\$ 10000.00	0	\$ 0.00
		Compacted Granular Backfill	Ton	\$ 20.00		\$ 0.00
	Sidewalk	5' Concrete Sidewalk w/ Aggregate Base	LF	\$ 35.00	2607	\$ 91,245
		6' Concrete Sidewalk w/ Aggregate Base	LF	\$ 42.00	115	\$ 4,830.00
		8' Concrete Sidewalk w/ Aggregate Base	LF	\$ 56.00		\$ 0.00
	Trail	10' Wide Concrete w/ 4" Aggregate Base	LF	\$ 70.00		\$ 0.00
		10' Wide Asphalt w/ 6" Aggregate Base	LF	\$ 36.00		\$ 0.00
		2' Wide Aggregate Base Shoulder 8" Depth	LF	\$ 5.00		\$ 0.00
		Misc. Roadway Striping	LF	\$ 1.40	1420	\$ 1,988.00
		Misc. Pedestrian Crossing Signs	EA	\$ 900.00	6	\$ 5,400.00
		Misc. Pedestrian Corssing Striping	LF	\$ 2.90	672	\$ 1,948.80
Water	Pipe	4" SDR 21	LF	\$ 20.00		\$ 0.00
		6" SDR 21	LF	\$ 25.00		\$ 0.00
		8" SDR 21	LF	\$ 30.00		\$ 0.00
		12" SDR 21	LF	\$ 40.00		\$ 0.00
		16" Steel Encasement/ Open Cut Trench	LF	\$ 125.00		\$ 0.00
		16" Steel Encasement/Bore & Install	LF	\$ 250.00		\$ 0.00
		18" Steel Encasement/Open Cut Trench	LF	\$ 155.00		\$ 0.00
		18" Steel Encasement/Bore & Install	LF	\$ 300.00		\$ 0.00
		Fire Hydrant Assembly	EA	\$ 4,500.00		\$ 0.00
		Service Line Connections	EA	\$ 1,200.00		\$ 0.00
	Bends	8"	EA	\$ 500.00		\$ 0.00
		12"	EA	\$ 750.00		\$ 0.00
	Tees	8x8x8	EA	\$ 750.00		\$ 0.00
		12x12x8	EA	\$ 1,000.00		\$ 0.00
		12x12x12	EA	\$ 1,000.00		\$ 0.00
	Gate Valve	8"	EA	\$ 1,500.00		\$ 0.00
		12"	EA	\$ 4,000.00		\$ 0.00
		Misc.				\$ 0.00
		Misc.				\$ 0.00
		Misc.				\$ 0.00
Sanitary		48" I.D. Manhole	EA	\$2500.00		\$ 0.00
Sewer		48" I.D. Doghouse Manhole	EA	\$3000.00		\$ 0.00
		8" SDR 35 PVC Main	LF	\$30.00		\$ 0.00
		12" SDR 35 PVC Main	LF	\$40.00		\$ 0.00
		Service Connection	EA	\$750.00		\$ 0.00

		Misc.				\$ 0.00
		Misc.				\$ 0.00
		Misc.				\$ 0.00
Storm		15" RCP Pipe	LF	\$ 55.00		\$ 0.00
Sewer		15" Flared End Section	EA	\$ 650.00		\$ 0.00
		18" RCP Pipe	LF	\$ 60.00		\$ 0.00
		18" Flared End Section	EA	\$ 700.00		\$ 0.00
		21" RCP Pipe	LF	\$ 65.00		\$ 0.00
		21" Flared End Section	EA	\$ 750.00		\$ 0.00
		24" RCP Pipe	LF	\$ 85.00		\$ 0.00
		24" Flared End Section	EA	\$ 800.00		\$ 0.00
		30" RCP Pipe	LF	\$ 95.00		\$ 0.00
		36" RCP Pipe	LF	\$ 115.00		\$ 0.00
		42" RCP Pipe	LF	\$ 140.00		\$ 0.00
		48" RCP Pipe	LF	\$ 170.00		\$ 0.00
		4x4 I.D. Catch Basin/Curb Inlet	EA	\$ 2,400.00		\$ 0.00
		4x8 I.D. Catch Basin/Curb Inlet	EA	\$ 2,900.00		\$ 0.00
		48" I.D. Junction Box	EA	\$ 2,500.00		\$ 0.00
		Misc.				\$ 0.00
		Misc.				\$ 0.00
Grand Total						\$ 336,667.80

30% TIMES GRAND TOTAL = \$ 437,668.14 DEPOSIT REQUIRED

**INSTRUCTIONS;** This document shall be utilized for the submittal of the schedule of values referenced above. The appropriate number of units shall be entered. The individual values, the grand total and the 30% value will be automatically calculated. The misc. rows may be utilized for any additional item that is not listed. Automatic calculations will also be completed for these lines. Just enter appropriate description, units, unit price and number of units.

FORM UPDATED 3/05/2025