

RE: ISSUING \$20,000,000.00 IN SPECIAL OBLIGATION BONDS FOR WATER AND WASTEWATER PROJECTS.

Background:

The City plans on issuing \$20,000,000 in special obligation bonds for the purpose of financing water and wastewater projects including, but not limited to the Ashley Dr. Water Tower, the Sludge Holding Basin, and the Southwest Regional Lift Station. This ordinance authorizes the City to issue these bonds.

Analysis:

The structure of the bonds is over 20 years with an annual debt service of \$595,000 in the Water fund, and \$855,000 in the Wastewater fund.

The amount of the Ashley Drive Water tower financed is \$8,000,000; the amount of the Wastewater Treatment Plant Sludge Basin financed is \$3,500,000, and the amount of the West Regional Lift Station financed is \$8,000,000. The remaining amount financed is the cost of issuance to pay our bond counsel, municipal advisor and underwriter.

Recommendation:

Staff recommends passage of this bill.

MEMO SUBMITTED BY:

Jennifer Evans | Director of Finance

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ORDINANCE NO. _____

OF

CITY OF NIXA, MISSOURI

PASSED

April 28, 2026

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF NIXA, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF NIXA, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, City of Nixa, Missouri (the “City”), is a charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City desires to finance the costs of certain capital improvements and equipment as described on **Exhibit B** to this Ordinance (the “Project”), and the City is authorized under the provisions of the Constitution of Missouri and its Charter to issue and sell special obligation bonds for the purpose of providing funds to finance the Project and to provide that the principal of and interest on such special obligations bonds shall be payable solely from amounts appropriated on an annual basis 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 of its inhabitants that special obligation bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purpose;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Arbitrage Instructions” means the arbitrage investment and rebate instructions contained in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

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

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

188 **“Bond”** or **“Bonds”** means the Special Obligation Bonds, Series 2026, authorized and
189 issued by the City pursuant to this Ordinance.

190
191 **“Business Day”** means a day, other than a Saturday, Sunday or holiday, on which the
192 Paying Agent is scheduled in the normal course of its operations to be open to the public for
193 conduct of its banking operations.

194
195 **“Cede & Co.”** means Cede & Co., as nominee name of The Depository Trust Company,
196 New York, New York or any successor nominee of the Securities Depository with respect to the
197 Bonds.

198
199 **“Certificate of Final Terms”** means the document executed by the City and the Purchaser
200 with respect to the Bonds evidencing agreement on the final terms for the Bonds.

201
202 **“City”** means City of Nixa, Missouri, and any successors or assigns.

203
204 **“Closing Date”** means the date of issuance and delivery of the Bonds.

205
206 **“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable
207 regulations of the Treasury Department proposed or promulgated thereunder.

208
209 **“Debt Service Fund”** means the fund by that name referred to in **Section 501** hereof.

210
211 **“Defaulted Interest”** means interest on any Bond that is payable but not paid on any
212 Interest Payment Date.

213
214 **“Defeasance Obligations”** means any of the following obligations:

215
216 (a) United States Government Obligations that are not subject to redemption in
217 advance of their maturity dates;

218
219 (b) obligations of any state or political subdivision of any state, the interest on
220 which is excluded from gross income for federal income tax purposes and that meet the
221 following conditions:

222
223 (1) the obligations are (i) not subject to redemption prior to maturity or
224 (ii) the trustee for such obligations has been given irrevocable instructions
225 concerning their calling and redemption and the issuer of such obligations has
226 covenanted not to redeem such obligations other than as set forth in such
227 instructions;

228
229 (2) the obligations are secured by cash or United States Government
230 Obligations that may be applied only to principal of, premium, if any, and interest
231 payments on such obligations;

232
233 (3) such cash and the principal of and interest on such United States
234 Government Obligations (plus any cash in the escrow fund) are sufficient to meet
235 the liabilities of the obligations;

236

237 (4) such cash and United States Government Obligations serving as
238 security for the obligations are held in an escrow fund by an escrow agent or a
239 trustee irrevocably in trust; and
240

241 (5) such cash and United States Government Obligations are not
242 available to satisfy any other claims, including those against the trustee or escrow
243 agent; or
244

245 (c) cash.
246

247 “**Federal Tax Certificate**” means the City’s Federal Tax Certificate relating to the Bonds,
248 as the same may be amended or supplemented in accordance with the provisions thereof.
249

250 “**Fiscal Year**” means the fiscal year of the City, currently the twelve-month period
251 beginning January 1 and ending December 31.
252

253 “**Interest Payment Date**” means the Stated Maturity of an installment of interest on any
254 Bond.
255

256 “**Maturity**” means, when used with respect to any Bond, the date on which the principal
257 of such Bond becomes due and payable as therein and herein provided, whether at the Stated
258 Maturity thereof or call for redemption or otherwise.
259

260 “**Notice of Sale**” means the Notice of Sale attached as **Exhibit D** related to the offering
261 of the Bonds at public sale and requesting bids for the purchase of the Bonds.
262

263 “**Ordinance**” means this Ordinance adopted by the governing body of the City,
264 authorizing the issuance of the Bonds, as amended from time to time.
265

266 “**Outstanding**” means, when used with reference to the Bonds, as of any particular date
267 of determination, all Bonds theretofore authenticated and delivered hereunder, except the
268 following Bonds:
269

270 (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying
271 Agent for cancellation;
272

273 (b) Bonds deemed to be paid in accordance with the provisions of **Section 701**
274 hereof; and
275

276 (c) Bonds in exchange for or in lieu of which other Bonds have been
277 authenticated and delivered hereunder.
278

279 “**Participants**” means those financial institutions for whom the Securities Depository
280 effects book-entry transfers and pledges of securities deposited with the Securities Depository,
281 as such listing of Participants exists at the time of such reference.
282

283 “**Paying Agent**” means BOKF, N.A., Kansas City, Missouri, its successors and assigns.
284

285 “**Permitted Investments**” means any of the following securities if and to the extent the
286 same are at the time legal for investment of the City’s funds:
287

288 (a) United States Government Obligations;

289
290 (b) bonds, notes or other obligations of the State of Missouri, or any political
291 subdivision of the State of Missouri, that at the time of their purchase are rated in either of
292 the two highest rating categories by a nationally recognized rating service;

293
294 (c) repurchase agreements with any bank, bank holding company, savings and
295 loan association, trust company, or other financial institution organized under the laws of the
296 United States or any state, that are continuously and fully secured by any one or more of
297 the securities described in clause (a), (b) or (d) and that have a market value at all times at
298 least equal to the principal amount of such repurchase agreement and are held in a custodial
299 or trust account for the benefit of the City;

300
301 (d) obligations of Government National Mortgage Association, the Federal
302 Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for
303 Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency;

304
305 (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable,
306 issued by any bank or trust company organized under the laws of the United States or any
307 state, provided that such certificates of deposit or time deposits shall be either (1)
308 continuously and fully insured by the Federal Deposit Insurance Corporation, or (2)
309 continuously and fully secured by such securities as are described above in clauses (a)
310 through (d) above, inclusive, which shall have a market value at all times at least equal to
311 the principal amount of such certificates of deposit or time deposits;

312
313 (f) money market mutual funds (1) that invest in United States Government
314 Obligations, and (2) that are rated in either of the two highest categories by a nationally
315 recognized rating service; and

316
317 (g) any other securities or investments that are lawful for the investment of
318 moneys held in such funds or accounts under the laws of the State of Missouri.

319
320 **“Person”** means any natural person, corporation, partnership, limited liability company,
321 joint venture, association, firm, joint-stock company, trust, unincorporated organization, or
322 government or any agency or political subdivision thereof or other public body.

323
324 **“Project”** means the projects described on **Exhibit B** to this Ordinance.

325
326 **“Project Fund”** means the fund by that name referred to in **Section 501** hereof.

327
328 **“Purchase Price”** means the principal amount of the Bonds plus any accrued interest to
329 the delivery date and plus any premium or less any discount as set forth in the bid of the
330 Purchaser.

331
332 **“Purchaser”** means the original purchaser of the Bonds as determined in response to the
333 public sale of the Bonds in compliance with the terms of the Notice of Sale and this Ordinance.

334
335 **“Record Date”** means, for the interest payable on any Interest Payment Date, the 15th
336 day (whether or not a Business Day) of the calendar month next preceding such Interest Payment
337 Date.

338
339 **“Redemption Date”** means, when used with respect to any Bond to be redeemed, the
340 date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

378 **Section 202. Description of Bonds.** The Bonds shall consist of fully registered bonds
379 without coupons, numbered from R-1 upward in order of issuance, and shall be issued in
380 denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the
381 form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and
382 exchange as provided in **Section 205** hereof. All of the Bonds shall be dated their date of delivery,
383 shall become due on August 1 in the years and in the amounts on the Stated Maturities, subject to
384 redemption and payment prior to their Stated Maturities as provided in **Article III** herein, and shall
385 bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms;
386 provided that (1) the principal amount of the Bonds shall not exceed \$20,000,000, (2) the Bonds
387 shall have a final maturity not later than 2046, (3) the Bonds shall have a weighted average maturity
388 of not less than 11 years and not more than 13.5 years, (4) the Bonds shall bear interest at various
389 interest rates not to exceed a true interest cost of 5.75% per annum, and (5) the Bonds shall be
390 subject to optional redemption prior to maturity no later than 2034. The final terms of the Bonds
391 shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures
392 of the officers of the City executing the Certificate of Final Terms shall constitute conclusive
393 evidence of their approval and the City's approval thereof.

394
395 The Bonds shall bear interest at the above-specified rates (computed on the basis of a
396 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest
397 Payment Date to which interest has been paid or duly provided for, payable semiannually on
398 February 1 and August 1 in each year, beginning on August 1, 2026.

399
400 **Section 203. Designation of Paying Agent.** The Paying Agent is hereby designated as
401 the paying agent for the payment of principal of and interest on the Bonds and bond registrar with
402 respect to the registration, transfer and exchange of Bonds.

403
404 The City will at all times maintain a Paying Agent meeting the qualifications herein
405 described for the performance of the duties hereunder. The City reserves the right to appoint a
406 successor Paying Agent by (1) filing with the Paying Agent then performing such function a
407 certified copy of the proceedings giving notice of the termination of such Paying Agent and
408 appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent
409 to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving
410 written notice by first class mail to the City and the Registered Owners not less than 60 days prior
411 to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall
412 become effective until a successor acceptable to the City has been appointed and has accepted
413 the duties of Paying Agent.

414
415 Every Paying Agent appointed hereunder shall at all times be a commercial banking
416 association or corporation or trust company authorized to do business in the State of Missouri
417 organized and doing business under the laws of the United States of America or of the State of
418 Missouri, authorized under such laws to exercise trust powers and subject to supervision or
419 examination by federal or state regulatory authority.

420
421 **Section 204. Method and Place of Payment of Bonds.** The principal or Redemption
422 Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such
423 Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender
424 of such Bond at the payment office of the Paying Agent.

425
426 The interest payable on each Bond on any Interest Payment Date shall be paid to the
427 Registered Owner of such Bond as shown on the Bond Register at the close of business on the
428 Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of
429 such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to

430 any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic
431 transfer to such Registered Owner upon written notice given to the Paying Agent signed by such
432 Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the
433 electronic transfer instructions including the bank (which shall be in the continental United States),
434 ABA routing number and account name and account number to which such Registered Owner
435 wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is
436 payable.

437
438 Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with
439 respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the
440 relevant Record Date and shall be payable to the Registered Owner in whose name such Bond
441 is registered at the close of business on the Special Record Date for the payment of such
442 Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this
443 paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest
444 proposed to be paid on each Bond and the date of the proposed payment (which date shall be at
445 least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying
446 Agent at the time of such notice an amount of money equal to the aggregate amount proposed to
447 be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the
448 Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of
449 such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted
450 Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed
451 payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in
452 the name and at the expense of the City, shall cause notice of the proposed payment of such
453 Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage
454 prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such
455 Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special
456 Record Date.

457
458 **Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants
459 that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept
460 at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered
461 in the name of the owner thereof on the Bond Register.

462
463 Bonds may be transferred and exchanged only on the Bond Register as provided in this
464 Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent
465 shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination
466 of the same series and Stated Maturity and in the same aggregate principal amount as the Bond
467 that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be
468 accompanied by a written instrument or instruments of transfer or authorization for exchange, in
469 a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the
470 Registered Owner thereof or by the Registered Owner's duly authorized agent.

471
472 In all cases in which the privilege of transferring or exchanging Bonds is exercised, the
473 Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this
474 Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration,
475 transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a
476 reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred
477 in the secondary market, other than fees of the Paying Agent, are the responsibility of the
478 Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct
479 taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against
480 such Registered Owner sufficient to pay any governmental charge required to be paid as a result
481 of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by

482 the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under
483 the Bonds.
484

485 The City and the Paying Agent shall not be required (a) to register the transfer or exchange
486 of any Bond that has been called for redemption after notice of such redemption has been mailed
487 by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next
488 preceding the date of mailing of such notice of redemption, or (b) to register the transfer or
489 exchange of any Bond during a period beginning at the opening of business on the day after
490 receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close
491 of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**
492 hereof.
493

494 **Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each
495 of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially
496 delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the
497 manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed
498 or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be
499 such officer before the delivery of such Bond, such signature shall nevertheless be valid and
500 sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may
501 be signed by such persons who at the actual time of the execution of such Bond are the proper
502 officers to sign such Bond although at the date of such Bond such persons may not have been
503 such officers.
504

505 The Mayor and City Clerk are hereby authorized and directed to prepare and execute the
506 Bonds in the manner herein specified, and, when duly executed and registered, to deliver the
507 Bonds to the Paying Agent for authentication.
508

509 The Bonds shall have endorsed thereon a certificate of authentication substantially in the
510 form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized
511 officer or employee of the Paying Agent, but it shall not be necessary that the same officer or
512 employee sign the certificate of authentication on all of the Bonds that may be issued hereunder
513 at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be
514 valid or obligatory for any purpose unless and until such certificate of authentication has been
515 duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond
516 shall be conclusive evidence that such Bond has been duly authenticated and delivered under
517 this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser
518 upon payment of the Purchase Price of the Bonds plus accrued interest thereon to the date of
519 their delivery.
520

521 **Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond
522 is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of
523 the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such
524 security or indemnity as may be required by the Paying Agent, then, in the absence of notice to
525 the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall
526 execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any
527 such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity
528 and of like tenor and principal amount.
529

530 If any such mutilated, destroyed, lost or stolen Bond has become or is about to become
531 due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new
532 Bond.
533

534 Upon the issuance of any new Bond under this Section, the City may require the payment
535 by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that
536 may be imposed in relation thereto and any other expenses (including the fees and expenses of
537 the Paying Agent) connected therewith.

538
539 Every new Bond issued pursuant to this Section shall constitute a replacement of the prior
540 obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably
541 with all other Outstanding Bonds.

542
543 **Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that
544 have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either
545 at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment,
546 redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance
547 with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate
548 describing the Bonds so canceled and shall file an executed counterpart of such certificate with
549 the City.

550
551 **Section 209. Preliminary and Final Official Statement.** The Preliminary Official
552 Statement, in the form attached as **Exhibit C** to this Ordinance, is hereby ratified and approved,
553 and the final Official Statement is hereby authorized and approved by supplementing, amending
554 and completing the Preliminary Official Statement, with such changes and additions thereto as
555 are necessary to conform to and describe the transaction. The Mayor is hereby authorized to
556 execute the final Official Statement as so supplemented, amended and completed, and the use
557 and public distribution of the final Official Statement by the Purchaser in connection with the
558 reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized
559 to execute and deliver a certificate pertaining to such Official Statement as prescribed therein,
560 dated as of the date of payment for and delivery of the Bonds.

561
562 For the purpose of enabling the Purchaser to comply with the requirements of Rule
563 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the
564 information regarding the City contained in the Preliminary Official Statement to be "final" as of its
565 date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the
566 appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a
567 letter or certification to such effect and to take such other actions or execute such other documents
568 as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply
569 with the requirements of such Rule.

570
571 The City agrees to provide to the Purchaser within seven business days of the date of the
572 sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply
573 with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with
574 the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

575

576 **Section 210. Book-Entry Bonds; Securities Depository.**
577

578 (a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities
579 Depository, and no beneficial owner will receive certificates representing their respective interest
580 in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in
581 subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository
582 will make book-entry transfers among its Participants and receive and transmit payment of
583 principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the
584 Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as
585 described in subsection (b).
586

587 (b) (1) If the City determines (A) that the Securities Depository is unable to properly
588 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as
589 a securities depository and registered clearing agency under the Securities and Exchange Act of
590 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any
591 Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of
592 the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from
593 Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the
594 records of the Securities Depository (and certified to such effect by the Securities Depository),
595 that the continuation of a book-entry system to the exclusion of any Bonds being issued to any
596 Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of
597 the Bonds, then the Paying Agent, in accordance with the operational arrangements of the
598 Securities Depository, shall notify the Bondowners of such determination or such notice and of
599 the availability of certificates to Owners requesting the same, and the Paying Agent shall register
600 in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their
601 nominees in principal amounts representing the interest of each, making such adjustments as it
602 may find necessary or appropriate as to accrued interest and previous calls for redemption;
603 provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City,
604 with the consent of the Paying Agent, may select a successor securities depository in accordance
605 with **Section 210(c)** hereof to effect book-entry transfers. In such event, all references to the
606 Securities Depository herein shall relate to the period of time when the Securities Depository or
607 its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement
608 Bonds, all references herein to obligations imposed upon or to be performed by the Securities
609 Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent
610 applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the
611 City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities
612 Depository in accordance with **Section 210(c)** hereof, then the Paying Agent shall authenticate
613 and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent
614 may rely on information from the Securities Depository and its Participants as to the names of,
615 addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of
616 mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be
617 paid for by the City.
618

619 (c) In the event the Securities Depository resigns, is unable to properly discharge its
620 responsibilities, or is no longer qualified to act as a securities depository and registered clearing
621 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a
622 successor Securities Depository provided the Paying Agent receives written evidence satisfactory
623 to the Paying Agent with respect to the ability of the successor Securities Depository to discharge
624 its responsibilities. Any such successor Securities Depository shall be a securities depository that
625 is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or
626 other applicable statute or regulation that operates a securities depository upon reasonable and
627 customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall

628 cause the delivery of Bonds to the successor Securities Depository in appropriate denominations
629 and form as provided herein.

630
631 **Section 211. Notice of Sale and the Sale of the Bonds.** The Notice of Sale, in
632 substantially the form on file in the records of the City and attached to the Ordinance as **Exhibit D**
633 is hereby ratified and approved. The Mayor and the City Clerk are hereby authorized to execute
634 the Notice of Sale and the use and public distribution of the Notice of Sale in connection with the
635 offering for public sale of the Bonds is hereby authorized. The Bonds shall be sold at public sale to
636 the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Sale circulated
637 for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of
638 the Notice of Sale, and will result in the lowest “true interest cost” as provided in the Notice of Sale.
639 The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such
640 Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance
641 with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser’s winning bid
642 and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City,
643 such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval
644 thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the
645 adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefor in
646 accordance with the terms of sale.

647 648 **ARTICLE III**

649 650 **REDEMPTION OF BONDS**

651 652 **Section 301. Redemption of the Bonds.**

653
654 (a) *Optional Redemption by City.* At the option of the City, Bonds or portions thereof
655 may be called for redemption and payment prior to their Stated Maturity in whole or in part at any
656 time upon the terms provided in a bid by the Purchaser in response to the Notice of Sale and set
657 forth in the Certificate of Final Terms.

658
659 (b) The Bonds shall be subject to mandatory sinking fund redemption upon the terms,
660 if any, provided in a bid by the Purchaser in response to the Notice of Sale and set forth in the
661 Certificate of Final Terms.

662 663 **Section 302. Selection of Bonds to Be Redeemed.**

664
665 (a) The Paying Agent shall call Bonds for redemption and payment and shall give
666 notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days
667 prior to the Redemption Date of written instructions of the City specifying the principal amount,
668 Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for
669 redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date,
670 any escrow agreement entered into by the City in connection with such refunding shall provide
671 that such written instructions to the Paying Agent shall be given by or on behalf of the City not
672 more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive
673 such notice period so long as the notice requirements set forth in **Section 303** hereof are met.
674 The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds
675 hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such
676 mandatory redemption requirements without the necessity of any action by the City and whether
677 or not the Paying Agent shall hold moneys available and sufficient to effect the required
678 redemption.

680 (b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral
681 multiple thereof and in a manner so that the Bonds remain outstanding in authorized
682 denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds
683 shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other
684 equitable manner as the Paying Agent may determine and in a manner so that the Bonds remain
685 outstanding in authorized denominations.

686
687 (c) In the case of a partial redemption of Bonds when Bonds of denominations greater
688 than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each
689 \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of
690 \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value
691 represented by any Bond are selected for redemption, then upon notice of intention to redeem
692 such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly
693 authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of
694 the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face
695 value called for redemption, and (2) for exchange, without charge to the Registered Owner
696 thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion
697 of the principal amount of such Bond; provided, however, that the Bonds shall remain Outstanding
698 in authorized denominations. If the Registered Owner of any such Bond fails to present such
699 Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless,
700 become due and payable on the redemption date to the extent of the \$5,000 unit or units of face
701 value called for redemption (and to that extent only). Notwithstanding anything contained herein
702 to the contrary, this Section 302(c) shall not apply to a mandatory redemption of the Bonds, and
703 the Bonds shall only need to be presented for payment upon final Maturity or redemption in full.

704
705 **Section 303. Notice and Effect of Call for Redemption.** Unless waived by any
706 Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by
707 the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first
708 class mail at least 20 days prior to the Redemption Date to each Registered Owner of the Bond
709 or Bonds to be redeemed at the address shown on the Bond Register.

710 All official notices of redemption shall be dated and shall contain (i) the date of issue of
711 the Bonds as originally issued; (ii) the rate of interest borne by each Bond being redeemed; (iii)
712 the maturity date of each Bond being redeemed; and the following information:

713
714 (a) the Redemption Date;

715
716 (b) the Redemption Price;

717
718 (c) if less than all Outstanding Bonds are to be redeemed, the identification of
719 the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP
720 numbers and such additional information as the Paying Agent may reasonably determine);

721
722 (d) a statement that on the Redemption Date the Redemption Price will
723 become due and payable upon each such Bond or portion thereof called for redemption
724 and that interest thereon shall cease to accrue from and after the Redemption Date; and

725
726 (e) the place where such Bonds are to be surrendered for payment of the
727 Redemption Price, which shall be the payment office of the Paying Agent.

728
729 The failure of any Registered Owner to receive notice given as heretofore provided or a
730 defect therein shall not invalidate any redemption.
731

732
733 With respect to optional redemptions, such notice may be conditioned upon moneys being
734 on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay
735 the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying
736 Agent receives written notice from the City that moneys sufficient to pay the Redemption Price
737 will not be on deposit on the Redemption Date, or such moneys are not received on the
738 Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not
739 redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the
740 notice of redemption was given, that such moneys were not or will not be so received and that
741 such Bonds will not be redeemed.

742
743 On or prior to any Redemption Date, the City shall deposit with the Paying Agent an
744 amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that
745 are to be redeemed on that date.

746
747 Official notice of redemption having been given as aforesaid, the Bonds or portions of
748 Bonds to be redeemed shall become due and payable on the Redemption Date, at the
749 Redemption Price therein specified, and from and after the Redemption Date (unless the City
750 defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to
751 bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the
752 Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due
753 on or prior to the Redemption Date shall be payable as herein provided for payment of interest.
754 Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered
755 Owner a new Bond or Bonds of the same series and Stated Maturity in the amount of the unpaid
756 principal as provided herein. All Bonds that have been surrendered for redemption shall be
757 canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

758
759 The Paying Agent is also directed to comply with any mandatory standards then in effect
760 for processing redemptions of municipal securities established by the Securities and Exchange
761 Commission. Failure to comply with such standards shall not affect or invalidate the redemption
762 of any Bond.

763
764 For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the
765 Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is
766 expected that the Securities Depository shall, in turn, notify its Participants and that the Participants,
767 in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the
768 Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a
769 Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or
770 otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the
771 redemption of such Bond.

772
773 **ARTICLE IV**

774
775 **SECURITY FOR AND PAYMENT OF BONDS**

776
777 **Section 401. Security for the Bonds.** The Bonds shall be special obligations of the City
778 payable as to both principal and interest solely from annual appropriations of funds by the City for
779 such purpose to be deposited in the Debt Service Fund. The obligation of the City to make
780 payments into the Debt Service Fund and for any other obligations of the City under this
781 Ordinance do not constitute a general obligation or indebtedness of the City for which the City is
782 obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any
783 form of taxation and shall not be construed to be a debt of the City in contravention of any

784 applicable constitutional, statutory or charter limitation or restriction but in each Fiscal Year shall
785 be payable solely from the amounts pledged or appropriated therefor (i) out of the income and
786 revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject
787 to the preceding sentence, the obligations of the City to make payments hereunder and to perform
788 and observe any other covenant and agreement contained herein shall be absolute and
789 unconditional.

790
791 The Bonds do not constitute a debt of the City, the State of Missouri or any political
792 subdivision thereof, and do not constitute an indebtedness, within the meaning of any
793 constitutional, statutory or charter debt limitation or restriction.

794
795 No recourse shall be had for the payment of the principal of or interest on any of the Bonds
796 or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance
797 contained, against any past, present or future elected official of the City or any trustee, officer,
798 official, employee or agent of the City, as such, either directly or through the City or any successor
799 to the City, under any rule of law or equity, statute or constitution or by the enforcement of any
800 assessment or penalty or otherwise.

801
802 The covenants and agreements of the City contained herein and in the Bonds shall be for
803 the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of
804 which Bonds shall be of equal rank and without preference or priority of one Bond over any other
805 Bond in the application of the funds to the payment of the principal of and the interest on the
806 Bonds, or otherwise, except as to the rate of interest and Stated Maturity as provided in this
807 Ordinance.

808
809 **Section 402. Covenant to Request Appropriations.** The City Council hereby directs
810 that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding,
811 subject to **Section 401** hereof, the Mayor, the City Administrator or any other officer of the City at
812 any time charged with the responsibility of formulating budget proposals to include in each annual
813 budget an appropriation of the amount necessary (after taking into account any moneys legally
814 available for such purpose) to pay debt service on the Bonds and to make other payments
815 required pursuant to this Ordinance. The City is not required or obligated to make any such annual
816 appropriation, and the decision whether or not to appropriate such funds will be solely within the
817 discretion of the then current City Council.

818
819 **ARTICLE V**
820
821 **ESTABLISHMENT OF FUNDS;**
822 **DEPOSIT AND APPLICATION OF MONEYS**
823

824 **Section 501. Establishment of Funds.** There have been or shall be established with the
825 Paying Agent and shall be held and administered by the Paying Agent the following funds for the
826 Bonds:

- 827
828 (a) Project Fund.
829 (b) Debt Service Fund.

830
831 Each fund shall be maintained as a separate and distinct fund and the moneys therein shall be
832 held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys
833 deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The Paying
834 Agent shall keep and maintain adequate records pertaining to each fund and all disbursements
835 therefrom.

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Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of (a) paying the costs associated with the Project in accordance with any plans and specifications therefor prepared by the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City Council and (b) paying the costs and expenses of issuing the Bonds. Moneys in the Project Fund shall be disbursed from time to time to pay, or reimburse the City for payment of, the costs of the Project. Any moneys remaining in the Project Fund when the Project is completed and purchased shall be transferred to the Debt Service Fund.

Section 504. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Paying Agent shall notify the City on or before the 10th day prior to each Payment Date of the amounts necessary to pay the principal of and interest on the Bonds when due. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the Bonds and the fees and expenses of the Paying Agent as and when the same become due. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the appropriate fund(s) of the City as permitted by law.

Section 505. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be accounted for separate and apart from all other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested in accordance with the investment policy of the City, as such policy may be amended from time to time, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following

888 the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability
889 for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and
890 such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an
891 unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only
892 to the City for payment, and then only to the extent of the amount so repaid to it by the Paying
893 Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a
894 trustee of such money.

895
896 **Section 507. Payments Due on Saturdays, Sundays and Holidays.** In any case where
897 a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or
898 interest need not be made on such Bond Payment Date but may be made on the next succeeding
899 Business Day with the same force and effect as if made on such Bond Payment Date, and no
900 interest shall accrue for the period after such Bond Payment Date.

901
902 **ARTICLE VI**

903
904 **DEFAULT AND REMEDIES**

905
906 **Section 601. Default and Remedies.** The City covenants and agrees that if it defaults
907 in the payment of the principal of or interest on any of the Bonds as the same become due on any
908 Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees
909 thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution
910 or statutes of the State of Missouri, and such default continues for a period of 30 days after written
911 notice specifying such default has been given to the City by any Registered Owner of any Bond
912 then Outstanding, or if the City declares bankruptcy, then, at any time thereafter and while such
913 default continues, the Registered Owners of a majority in principal amount of the Bonds then
914 Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in
915 person to said City Clerk, exercise any of the remedies specified below.

916
917 The provisions of this Ordinance, including the covenants and agreements herein
918 contained, shall constitute a contract among the City and the Registered Owners of the Bonds,
919 and the Registered Owner or Owners of not less than a majority in principal amount of the Bonds
920 at the time Outstanding shall have the right for the equal benefit and protection of all Registered
921 Owners of Bonds similarly situated:

922
923 (a) by mandamus or other suit, action or proceedings at law or in equity to
924 enforce the rights of such Registered Owner or Owners against the City and its officers,
925 agents and employees, and to require and compel duties and obligations required by the
926 provisions of this Ordinance or by the constitution and laws of the State of Missouri;

927
928 (b) by suit, action or other proceedings in equity or at law to require the City,
929 its officers, agents and employees to account as if they were the trustees of an express
930 trust; and

931
932 (c) by suit, action or other proceedings in equity or at law to enjoin any acts or
933 things that may be unlawful or in violation of the rights of the Registered Owners of the
934 Bonds.

935
936 **Section 602. Limitation on Rights of Bondowners.** The covenants and agreements of
937 the City contained herein and in the Bonds shall be for the equal benefit, protection and security
938 of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without
939 preference or priority of one Bond over any other Bond in the application of the funds herein

940 pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as
941 to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance.
942 No one or more Bondowners secured hereby shall have any right in any manner whatever by
943 their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce
944 any right hereunder, except in the manner herein provided, and all proceedings at law or in equity
945 shall be instituted, had and maintained for the equal benefit of all Registered Owners of such
946 Outstanding Bonds.

947
948 **Section 603. Remedies Cumulative.** No remedy conferred herein upon the Bondowners
949 is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and
950 in addition to every other remedy and may be exercised without exhausting and without regard to
951 any other remedy conferred herein. No waiver of any default or breach of duty or contract by the
952 Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty
953 or contract or shall impair any rights or remedies consequent thereon. No delay or omission of
954 any Bondowner to exercise any right or power accruing upon any default shall impair any such
955 right or power or shall be construed to be a waiver of any such default or acquiescence therein.
956 Every substantive right and every remedy conferred upon the Registered Owners of the Bonds
957 by this Ordinance may be enforced and exercised from time to time and as often as may be
958 deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any
959 default or to enforce any right or exercise any remedy has been discontinued or abandoned for
960 any reason, or has been determined adversely to such Bondowner, then, and in every such case,
961 the City and the Registered Owners of the Bonds shall be restored to their former positions and
962 rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners
963 shall continue as if no such suit, action or other proceedings had been brought or taken.
964

965 **Section 604. No Acceleration.** Notwithstanding anything herein to the contrary, the
966 Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.
967

968 **ARTICLE VII**

969 **DEFEASANCE**

970
971
972 **Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments
973 thereon have been paid and discharged, then the requirements contained in this Ordinance and
974 all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest
975 payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall
976 be deemed to have been paid and discharged within the meaning of this Ordinance if there has
977 been deposited with the Paying Agent, or other commercial bank or trust company having full
978 trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest
979 payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance
980 Obligations that, together with the interest to be earned on any such Defeasance Obligations, will
981 be sufficient for the payment of the principal of said Bonds and interest accrued to the Stated
982 Maturity or Redemption Date, or if default in such payment has occurred on such date, then to
983 the date of the tender of such payments; provided, however, that if any such Bonds are to be
984 redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2)
985 either notice of such redemption shall have been given, or the City shall have given irrevocable
986 instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the
987 Paying Agent to give such notice of redemption in compliance with **Section 303** hereof. Any
988 money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or
989 other commercial bank or trust company by or on behalf of the City, for the purpose of paying and
990 discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the
991 Paying Agent or other bank or trust company in trust for the respective Registered Owners of the

992 Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and
993 discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or
994 other bank or trust company shall be deemed to be deposited in accordance with and subject to
995 all of the provisions of this Ordinance.

996
997 In the event of an advance refunding, the City shall cause to be delivered a verification
998 report of an independent recognized public accountant verifying the sufficiency of the amounts on
999 deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds
1000 as provided herein.

1001 **ARTICLE VIII**

1002 **MISCELLANEOUS PROVISIONS**

1003 **Section 801. Tax Covenants.**

1004
1005
1006 (a) The City covenants and agrees that (1) it will comply with all applicable provisions of the
1007 Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from
1008 federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any
1009 proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take
1010 any action, that would adversely affect the exclusion from federal gross income of the interest on
1011 the Bonds. The City will also adopt such other ordinances and take such other actions as may be
1012 necessary to comply with the Code and with other applicable future laws, regulations, published
1013 rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to
1014 ensure that the interest on the Bonds will remain excluded from federal gross income. The City
1015 covenants and agrees that it will not take any action or permit any action to be taken or omit to
1016 take any action or permit the omission of any action reasonably within its control that will cause
1017 the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or that will
1018 cause the Bonds to be subject to treatment under Section 141 of the Code as “private activity
1019 bonds.”
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1023 (b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as
1024 practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and
1025 (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or
1026 any other funds of the City in any manner, or take or omit to take any action, that would cause the
1027 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The City
1028 covenants and agrees that it will pay or provide for the payment from time to time of all rebatable
1029 arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage
1030 Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The
1031 Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally
1032 recognized on the subject of municipal bonds, such amendment or replacement will not adversely
1033 affect the federal income tax status of the Bonds.
1034

1035 (c) The covenants contained in this Section and in the Federal Tax Certificate shall remain
1036 in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof
1037 or any other provision of this Ordinance until the final maturity date of all Bonds Outstanding.
1038

1039 **Section 802. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the City
1040 will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an
1041 independent public accountant or firm of independent public accountants.
1042

1043 Within 30 days after the completion of each such audit, a copy thereof shall be filed in the
1044 office of the City Clerk. Such audits shall at all times during the usual business hours be open to
1045 the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting
1046 for or on behalf of such Registered Owner. A duplicate copy of the audit shall be submitted
1047 electronically to the Municipal Securities Rulemaking Board through the Electronic Municipal Market
1048 Access (EMMA) system in accordance with the Continuing Disclosure Certificate executed by the
1049 City in connection with the issuance of the Bonds.

1050
1051 As soon as possible after the completion of the annual audit, the City Council shall review
1052 such audit, and if the audit discloses that proper provision has not been made for all of the
1053 requirements of this Ordinance, the City shall, subject to **Section 401** hereof, promptly cure such
1054 deficiency.

1055
1056 **Section 803. Amendments.** The rights and duties of the City and the Bondowners, and
1057 the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any
1058 time in any respect by ordinance of the City with the written consent of the Registered Owners of
1059 not less than a majority in principal amount of the Bonds then Outstanding, such consent to be
1060 evidenced by an instrument or instruments executed by such Registered Owners and duly
1061 acknowledged or proved in the manner of a deed to be recorded, and such instrument or
1062 instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- 1063
1064 (a) extend the maturity of any payment of principal or interest due upon any
1065 Bond;
1066
1067 (b) effect a reduction in the amount that the City is required to pay as principal
1068 of or interest on any Bond;
1069
1070 (c) permit preference or priority of any Bond over any other Bond; or
1071
1072 (d) reduce the percentage in principal amount of Bonds required for the written
1073 consent to any modification or alteration of the provisions of this Ordinance.

1074
1075 Any provision of the Bonds or of this Ordinance may, however, be amended or modified
1076 by ordinance duly adopted by the City Council at any time in any legal respect with the written
1077 consent of the Registered Owners of all of the Bonds at the time Outstanding.

1078
1079 Without notice to or the consent of any Bondowners, the City may amend or supplement
1080 this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity
1081 therein, or in connection with any other change therein that is not materially adverse to the security
1082 of the Bondowners.

1083
1084 Every amendment or modification of the provisions of the Bonds or of this Ordinance to
1085 which the written consent of the Bondowners is given, as above provided, shall be expressed in
1086 an ordinance adopted by the City Council amending or supplementing the provisions of this
1087 Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such
1088 amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always
1089 be kept on file in the office of the City Clerk, shall be made available for inspection by the
1090 Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by
1091 this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy
1092 of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City
1093 Clerk to any such Bondowner or prospective Bondowner.

1095 Any and all modifications made in the manner hereinabove provided shall not become
1096 effective until there has been filed with the City Clerk a copy of the ordinance of the City
1097 hereinabove provided for, duly certified, as well as proof of any required consent to such
1098 modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary
1099 to note on any of the Outstanding Bonds any reference to such amendment or modification.
1100

1101 The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this
1102 Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.
1103

1104 **Section 804. Notices, Consents and Other Instruments by Bondowners.** Any notice,
1105 consent, request, direction, approval or other instrument to be signed and executed by the
1106 Bondowners may be in any number of concurrent writings of similar tenor and may be signed or
1107 executed by such Bondowners in person or by agent appointed in writing. Proof of the execution
1108 of any such instrument or of the writing appointing any such agent and of the ownership of Bonds,
1109 other than the assignment of the ownership of a Bond, if made in the following manner, shall be
1110 sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City
1111 and the Paying Agent with regard to any action taken, suffered or omitted under any such
1112 instrument, namely:
1113

1114 (a) The fact and date of the execution by any person of any such instrument
1115 may be proved by a certificate of any officer in any jurisdiction who by law has power to
1116 take acknowledgments within such jurisdiction that the person signing such instrument
1117 acknowledged before such officer the execution thereof, or by affidavit of any witness to
1118 such execution.
1119

1120 (b) The fact of ownership of Bonds, the amount or amounts, numbers and
1121 other identification of Bonds, and the date of holding the same shall be proved by the Bond
1122 Register.
1123

1124 In determining whether the Registered Owners of the requisite principal amount of Bonds
1125 Outstanding have given any request, demand, authorization, direction, notice, consent or waiver
1126 under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be
1127 Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be
1128 protected in relying upon any such request, demand, authorization, direction, notice, consent or
1129 waiver, only Bonds that the Bondowners know to be so owned shall be so disregarded.
1130 Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not
1131 be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the
1132 pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.
1133

1134 **Section 805. Further Authority.** The officers of the City, including the Mayor, the City
1135 Administrator and City Clerk, are hereby authorized and directed to execute all documents and take
1136 such actions as they may deem necessary or advisable in order to carry out and perform the
1137 purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing
1138 agreements, statements, instruments and other documents herein approved, authorized and
1139 confirmed that they may approve, and the execution or taking of such action shall be conclusive
1140 evidence of such necessity or advisability.
1141

1142 **Section 806. Severability.** If any section or other part of this Ordinance, whether large or
1143 small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other
1144 provisions of this Ordinance.
1145

1160 **ADOPTED BY THE COUNCIL THIS _____ DAY OF _____ 2026.**

1161

1162

1163

ATTEST:

1164

1165

PRESIDING OFFICER

CITY CLERK

1166

1167

1168

1169

1170

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

1171

1172

1173

ATTEST:

1174

1175

MAYOR

CITY CLERK

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APPROVED AS TO FORM:

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CITY ATTORNEY

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Ordinance
Special Obligation Bonds, Series 2026

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**EXHIBIT A
TO ORDINANCE
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026**

Interest Rate Maturity Date Dated Date CUSIP Number

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

CITY OF NIXA, MISSOURI, a charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 in each year, beginning on August 1, 2026, until said principal amount has been paid.

The principal of and interest on this Bond payable on any Bond Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of

business on the Record Date by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or by electronic transfer to such registered owner upon written notice given to the Paying Agent signed by such registered owner not less than 5 days prior to the Record Date, and containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number, address and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Bonds, Series 2026," aggregating the principal amount of not to exceed \$20,000,000 (the "Bonds"), issued by the City for the purpose of paying the costs of the Project and the costs of issuance of the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City.

The Bonds are subject to redemption and payment prior to maturity as described in the Ordinance and the Certificate of Final Terms (as defined in the Ordinance).

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the redemption date to the Purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds 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 defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose and from moneys on deposit in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and for 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 debt limitation or restriction 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 Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of 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 shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and

performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, CITY OF NIXA, MISSOURI, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF NIXA, MISSOURI

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

By: _____
Mayor

Registration Date: _____

BOKF, N.A.,
Paying Agent

(Seal)

ATTEST:

By: _____
Authorized Officer or Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby 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
_____ 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 upon the face
of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

DESCRIPTION OF PROJECT

The Project consists of acquiring, constructing, installing, improving, furnishing, and equipping water and wastewater improvements in the City, including without limitation:

- (1) Ashley Water Tower.
- (2) Sludge Storage Holding Basin.
- (3) West Regional Lift Station.

**EXHIBIT C
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

[Attached.]

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2026

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

**NEW ISSUE
BOOK ENTRY ONLY**

**MOODY'S RATING: "[*RATING*]"
See "Rating" herein.**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Bonds is exempt from income taxation by the State of Missouri and (3) the Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement.

\$19,870,000*
CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026

**Due: August 1, as shown on
the inside cover page**

Dated: Date of Delivery

The Bonds are issuable only as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in authorized denominations. Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co. is the registered owner of the bonds, as nominee of DTC, references herein to the Bondowners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (herein defined) of the Bonds.

The Bonds will be issued in the denomination of \$5,000 or any integral multiple thereof. Semiannual interest will be payable on February 1 and August 1, beginning on August 1, 2026. Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the payment office of BOKF, N.A., Kansas City, Missouri, Paying Agent. Interest will be payable by check or draft of the Paying Agent mailed (or by electronic transfer in certain circumstances as described herein) to the persons who are the registered owners of the Bonds as of the close of business on the fifteenth day of the month preceding the interest payment date. So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made directly to such Bondowner. DTC is expected, in turn, to remit such payments to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon will constitute special obligations of the City payable solely from amounts appropriated in each Fiscal Year (i) out of the income and revenues of the City provided for such Fiscal Year, plus (ii) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, charter or statutory debt limitation or restriction, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. The fiscal year of the City begins on each January 1 and ends on December 31 (the "Fiscal Year").

The Bonds are offered when, as and if issued by the City, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters related to the Official Statement will be passed upon by Gilmore & Bell, P.C., Kansas City, Missouri. It is expected that the Bonds will be available for delivery at The Depository Trust Company in New York, New York on or about June __, 2026.

Bids for the Bonds will be received electronically by e-mail or through PARITY® as described in the Notice of Sale until 10:00 A.M., Central Time, on May 19, 2026.

[UNDERWRITER LOGO]

The date of this Official Statement is May __, 2026.

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$19,870,000*
CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026

MATURITY SCHEDULE*

Serial Bonds

<u>Due August 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Yield</u>
2027	\$705,000			
2028	730,000			
2029	755,000			
2030	775,000			
2031	805,000			
2032	830,000			
2033	850,000			
2034	880,000			
2035	915,000			
2036	950,000			
2037	975,000			
2038	1,010,000			
2039	1,050,000			
2040	1,095,000			
2041	1,135,000			
2042	1,180,000			
2043	1,230,000			
2044	1,280,000			
2045	1,330,000			
2046	1,390,000			

[Term Bonds]

<u>Due August 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Yield</u>
20__	\$			

* Preliminary, subject to change.

CITY OF NIXA, MISSOURI
715 W Mt. Vernon Street
Nixa, Missouri 65714
(417) 725-3785

MAYOR AND CITY COUNCIL

Jarad Giddens, *Mayor*
Aron Peterson, *Mayor Pro Tem, Council Member*
Matt Ogden, *Council Member*
Shawn Lucas, *Council Member*
Darlene Graham, *Council Member*
Zern Vess, *Council Member*
Kelly Morris, *Council Member*

CITY ADMINISTRATION

Jimmy Liles, *City Administrator*
Rebekka Coffey, *City Clerk*
Jennifer Evans, *Finance Director*

MUNICIPAL ADVISOR

Baker Tilly Municipal Advisors, LLC
Overland Park, Kansas

CERTIFIED PUBLIC ACCOUNTANT

Decker & DeGood, PC
Springfield, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or others since the date hereof.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of that information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOTT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "anticipate," "projected," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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OFFICIAL STATEMENT

\$19,870,000*

CITY OF NIXA, MISSOURI SPECIAL OBLIGATION BONDS SERIES 2026

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Nixa, Missouri (the “City”) and (2) the City’s Special Obligation Bonds, Series 2026 (the “Bonds”), to be issued in the principal amount of \$19,870,000* to (a) fund the costs of a project for the City and (b) pay costs related to the issuance of the Bonds. The project consists of acquiring, constructing, installing, improving, furnishing, and equipping water and sewer improvements in the City (the “Project”).

The City

The City is a constitutionally chartered city and political subdivision organized and existing under the laws of the State of Missouri. See the caption “**THE CITY**” herein.

The Bonds

The Bonds are being issued pursuant to an ordinance (the “Bond Ordinance”) adopted by the governing body of the City for the purpose of funding the Project and paying costs related to the issuance of the Bonds. See the caption “**THE BONDS**” herein.

Security and Source of Payment

The payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon will constitute special limited obligations of the City payable solely from amounts appropriated in each Fiscal Year (i) out of the income and revenues of the City provided for such Fiscal Year, plus (ii) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, charter or statutory debt limitation or restriction, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. The fiscal year of the City begins on each January 1 and ends on December 31 (the “Fiscal Year”). See the caption “**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**” herein.

The City anticipates that it will pay debt service on the Bonds primarily from the revenues of its water and wastewater funds. Such revenues are generated by the City from the operation of a revenue producing combined waterworks and sewerage system serving the City and its inhabitants (the “System”). The application of such

* Preliminary, subject to change.

revenues to pay debt service on the Bonds is subject to annual appropriation by the City. No revenues generated by the water and wastewater funds are or can be pledged to the payment of debt service on the Bonds. See “THE SYSTEM” and “DEBT STRUCTURE OF THE SYSTEM” in *Appendix A* of this Official Statement.

Financial Statements

Audited financial statements of the City, as of and for the year ended December 31, 2024, are included in *Appendix B* to this Official Statement. These financial statements have been audited by Decker & DeGood, PC, Springfield, Missouri, to the extent and for the periods indicated in their report which is also included in *Appendix B* hereto.

Risk Factors

Payment of the Bonds is subject to certain risks. See the caption “**RISK FACTORS**” herein.

Continuing Disclosure Information

The City has covenanted in its Continuing Disclosure Certificate to provide certain financial information and notices of material events to the Municipal Securities Rulemaking Board, in compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission. See the caption “**CONTINUING DISCLOSURE**” herein.

THE CITY

The City is a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri. The City was incorporated as a village in 1902, became a fourth-class city in 1946 and became a charter city on April 6, 2010. The City is approximately 9 square miles in area and is located in northern Christian County, Missouri and is approximately five miles south of Springfield, Missouri, in the southwestern portion of the State. The estimated population of the City in 2024 was 26,352, according to the United States Census Bureau. See “**APPENDIX A: THE CITY AND THE SYSTEM**” and “**APPENDIX B: ACCOUNTANT’S REPORT AND AUDITED FINANCIAL STATEMENTS.**”

PLAN OF FINANCING

The Project

The Project consists of acquiring, constructing, installing, improving, furnishing, and equipping water and wastewater improvements for the System, including but not limited to:

- (1) Ashley Water Tower. The Ashley Water Tower will consist of a new 1,000,000-gallon composite elevated tank for the purpose of storing potable water. The new tank will be constructed adjacent to Nixa’s existing Well #12. This improvement will create a new pressure zone to better serve the recently acquired RDE water system, which is currently served by Well #12, the existing ground storage tank and booster pump station, and a standpipe. Once the new elevated tank is online, the Well #12 submersible pump will be upgraded to meet the new hydraulic grade of the elevated tank, and the existing ground storage tank and booster pump station currently situated on the Well #12 site will be decommissioned.

The Ashley Water Tower portion of the Project is anticipated to cost approximately \$8 million, and is expected to be completed in 2028.

- (2) Sludge Storage Holding Basin. This Sludge Storage Holding Basin will consist of constructing a new sludge holding basin at the City’s wastewater treatment facility to increase the sludge storage capacity of the treatment plant by 700,000 gallons of material. The new Sludge Storage Holding Basin is to be constructed of reinforced concrete with a length of approximately 190’, a width of approximately 40’, and a liquid depth of approximately 14’. The Sludge Storage Holding Basin is proposed to be divided into 3

sections to allow staff flexibility in the storage volume used and to allow for maintenance. An aeration system consisting of blowers and diffusers is planned and is a key part of the treatment process. The addition of air can increase or slow biological processes to achieve the proper sludge profile while also allowing for mixing to occur in the Sludge Storage Holding Basin. The Sludge Storage Holding Basin and related improvements will assist the City in providing proper treatment in conformance with permitting requirements.

The Sludge Storage Holding Basin portion of the Project is anticipated to cost approximately \$3.5 million, and is expected to be completed in 2027.

- (3) West Regional Lift Station. The West Regional Lift Station will consist of a new regional lift station to replace an aging existing station with a new, larger lift station capable of serving more than 1,700 acres of land including existing and proposed development that includes commercial, residential, mixed use, and industrial development. The West Regional Lift Station will be a sanitary sewer pumping station consisting of three submersible pumps, three precast concrete wetwells, valve boxes and electric controls. The West Regional Lift Station will have a back-up generator with an automatic transfer switch. The site will have an asphalt driveway from Gooch Road to the West Regional Lift Station site with parking and turn-around area for maintenance vehicles. A water service line will be provided from an existing water main on Gooch Road to the lift station site. A proposed 15”-diameter gravity sewer main along with precast concrete manholes will be provided from the existing Oakmont Lift Station flowing to the West Regional Lift Station which will allow the Oakmont Lift Station to be taken offline. While the Oakmont Lift Station will be taken offline, it will remain in place to serve in emergency situations. A diversion structure will be constructed at the Oakmont Lift Station to allow flow to be diverted into the Oakmont Lift Station in emergency situations. A proposed 12”-diameter force main will be provided from the West Regional Lift Station to an existing manhole near West Cambridge Avenue.

The West Regional Lift Station portion of the Project is anticipated to cost approximately \$8 million, and is expected to be completed in 2028.

The City is seeking an appropriation from the State of Missouri to finance all or a portion of the costs related to the West Regional Lift Station. If the appropriation is received, the City will use remaining Bond proceeds on additional capital improvements to the wastewater treatment facility and wastewater infrastructure, as the same have been identified in the City’s Capital Improvement Plan.

Sources and Uses of Funds*

The following table summarizes the estimated sources of funds and the expected uses of such funds, in connection with the plan of financing:

<i>Sources of Funds:</i>	
Principal Amount of the Bonds	\$19,870,000*
Net original issue premium (discount)	
<hr/>	
Total.....	\$
 <i>Uses of Funds:</i>	
Deposit for Project costs	\$
Costs of Issuance including Underwriters’ Discount.....	
Total.....	<u>\$19,870,000</u>

* Preliminary, subject to change.

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Bond Ordinance for the detailed terms and provisions thereof.

General Description

The Bonds will be issued in the principal amounts stated on the inside cover page of this Official Statement, will be dated their date of delivery, and will consist of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on August 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on February 1 and August 1 in each year, beginning on August 1, 2026. Principal will be payable upon presentation and surrender of the Bonds by the Registered Owners thereof at the payment office of BOKF, N.A., Kansas City, Missouri, the Paying Agent. Interest shall be paid to the Registered Owners of the Bonds as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owners shown on the Bond Register, (b) at such other address as is furnished to the Paying Agent in writing by any Registered Owner or (c) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Redemption Provisions

Optional Redemption. At the option of the City, Bonds may be called for redemption and payment prior to maturity on August 1, 20__* and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

[Mandatory Redemption. The Bonds maturing in the years 20__ and 20__ (the "Term Bonds") shall be subject to mandatory redemption by the City at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in the following principal amounts on August 1 of the following years:

Term Bonds Maturing August 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__*	_____

*Final Maturity Date]

Selection of Bonds to be Redeemed. Bonds shall be redeemed only in \$5,000 principal amounts or multiples thereof. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds shall be redeemed from the maturities selected by the City, and Bonds of less than a full maturity shall be selected by the Paying Agent in \$5,000 units of face value by lot or in such other equitable manner as the Paying Agent may determine.

Notice and Effect of Call for Redemption. In the event of any such redemption, the Paying Agent will give written notice of the City's intention to redeem and pay said Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 20 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified above to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Registration, Transfer and Exchange of Bonds

Each Bond when issued shall be registered by the Paying Agent in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Paying Agent, subject to the terms, conditions and limitations set forth in the Bond Ordinance and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Bonds are special obligations of the City payable solely from amounts pledged or appropriated therefor in each Fiscal Year (i) out of the income and revenues provided for such Fiscal Year plus (ii) any unencumbered balances for previous years. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, charter or statutory debt limitation or restriction, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

The payment of the principal and interest on the Bonds is subject to an annual appropriation by the City. The City Council has directed the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals to 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 Bonds. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

The City plans to use funds from its water and wastewater funds and other revenues to provide for the payment of the debt service of the Bonds. See **“APPENDIX A: THE CITY AND THE SYSTEM – THE SYSTEM”** and **“– DEBT STRUCTURE OF THE SYSTEM”** for a description of the System that creates such revenues, System rates and customers, and historical results of operations. **None of such revenues are pledged or may be pledged to the payment of the Bonds and any decision to budget or appropriate any of such funds will be within the sole discretion of the then current City Council in each fiscal year.**

All references herein to the Bond Ordinance are qualified in their entirety by reference to the Bond Ordinance. Copies of the Bond Ordinance and the Official Statement may be viewed at the office of Baker Tilly Municipal Advisors, LLC, 5440 West 110th Street, Suite 300, Overland Park, Kansas 66211, (816) 333-7294, or will be provided to any prospective purchaser requesting the same, upon payment by such prospective purchaser of the cost of complying with such request.

RISK FACTORS

The following section describes certain risk factors affecting the payment of and security for the Bonds. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of the Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

Payment of Principal and Interest on the Bonds Subject to Annual Appropriation

Although the City is obligated to include in its annual budget request to the City Council an appropriation to cover principal and interest on the Bonds, the City Council is not obligated to approve such an appropriation and its failure to do so is not an event of default.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, CHARTER OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR (I) OUT OF THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (II) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. 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 IN THE BOND ORDINANCE SHALL BE ABSOLUTE AND UNCONDITIONAL.

NO OTHER PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS.

THE CITY PLANS TO USE FUNDS FROM ITS WATER AND WASTEWATER FUNDS AND OTHER REVENUES TO PROVIDE FOR THE PAYMENT OF THE DEBT SERVICE OF THE BONDS. NONE OF SUCH REVENUES ARE PLEDGED OR MAY BE PLEDGED TO THE PAYMENT OF THE BONDS AND ANY DECISION TO BUDGET OR APPROPRIATE ANY OF SUCH FUNDS WILL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL IN EACH FISCAL YEAR.

No Credit Enhancement

No bond insurance policy, letter of credit, reserve fund or other credit enhancement will be issued or funded to insure payment of the principal of or interest on the Bonds. Accordingly, any potential purchaser of the Bonds should consider the financial ability of the City to appropriate moneys sufficient to make the payments of principal of and interest on the Bonds.

Potential Impacts Resulting from Epidemics or Pandemics

The City's finances may be materially adversely affected by unforeseen impacts of future epidemics and pandemics. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the State, national or global economy, or on securities

markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City.

Changes in Economic, Demographic and Market Conditions

Changes in real estate market conditions in the area of the City, as well as changes in general or local demographic or economic conditions, could adversely affect the value of the property located within the City and the level of economic activity in the City and, consequently, the amounts of real estate taxes, sales taxes and other revenues generated by the City. Such changes could also have an adverse impact on the financial condition of the City and, thus, the City resources available for appropriation for the payment of the Bonds.

In particular, sales tax revenues historically have been sensitive to changes in local, regional and national economic conditions. For example, sales tax revenues have historically declined during economic recessions, when high unemployment adversely affects consumption. Demographic changes in the population of the City may adversely affect the level of sales tax revenues. A decline in the City's population, or reductions in the level of commercial and industrial activity in the City, could reduce the number and value of taxable transactions and thus reduce the amount of sales tax revenues. Internet and on-line sales have also caused local sales tax collections to decline. The City currently imposes a use tax. It is not possible to predict whether or to what extent any such changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur, and what impact any such changes would have on sales tax revenues.

Investment Ratings and Secondary Market

The lowering or withdrawal of the investment rating initially assigned to the Bonds could adversely affect the market price for and the marketability of the Bonds. There is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities will fluctuate as a result of the financial condition or market position of the underwriters, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors that may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

Cybersecurity Risks

The City relies on its information systems to provide security for processing, transmission and storage of confidential and other credit information. It is possible that the City's security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential and other credit information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. The City has security practices and assessments to monitor and prevent cyber-security risks. The City has not experienced any cyber-security incidents within the last 3 years.

Enforcement of Remedies

The enforcement of the remedies under the Bond Ordinance may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. State laws concerning the use of assets of political subdivisions and federal and state laws relating to bankruptcy, fraudulent conveyances, and rights of creditors may affect the enforcement of remedies. Similarly, the application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the issuance of the Bonds will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases.

Bankruptcy

In addition to the limitations on remedies contained in the Bond Ordinance, the rights and remedies provided by the Bonds may be limited by and are subject to (i) bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting creditors' rights, (ii) the application of equitable principles, and (iii) the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against political subdivisions in the State of Missouri. The City, like all other Missouri political subdivisions, is specifically authorized by Missouri law to institute proceedings under Chapter 9 of the Federal Bankruptcy Code. Such proceedings, if commenced, are likely to have an adverse effect on the market price of the Bonds.

Pensions and Other Postemployment Benefits

The City contributes to the Missouri Local Government Employees Retirement System ("LAGERS"), an agent multi-employer, statewide public employee retirement plan for entities of local government which is legally separate and fiscally independent of the State of Missouri. The City also provides other postemployment benefits ("OPEB") as part of the total compensation offered to attract and retain the services of qualified employees. Future required contribution increases beyond the current fiscal year may require the City to increase its revenues, reduce its expenditures, or some combination thereof, which may impact the City's operations or limit the City's ability to generate additional revenues in the future.

For more information specific to the City's participation, including the City's past contributions, net pension liability, and pension expense, see Note I to the City's financial statements included in *Appendix B* to this Official Statement.

Amendment of the Bond Ordinance

Certain amendments, effected by ordinance of the City, to the Bonds and the Bond Ordinance may be made with consent of the owners of not less than a majority in principal amount of the Bonds then outstanding. Such amendments may adversely affect the security of the owners of the Bonds.

Loss of Premium from Redemption

Any person who purchases the Bonds at a price in excess of their principal amount or who holds such Bonds trading at a price in excess of par should consider the fact that the Bonds are subject to redemption prior to maturity at the redemption prices described herein in the event such Bonds are redeemed prior to maturity. See **"THE BONDS – Redemption Provisions"** in this Official Statement.

Risk of Audit

The Internal Revenue Service has established an ongoing program to audit obligations such as the Bonds to determine the legitimacy of the tax status of such obligations. No assurance can be given that the Internal

Revenue Service will not commence an audit of the Bonds. Owners of the Bonds are advised that, if an audit of the Bonds were commenced, in accordance with its current published procedures, the Internal Revenue Service is likely to treat the City as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Taxability

The Bonds are not subject to prepayment nor is the interest rate subject to adjustment in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on any Bonds is or was includible in the gross income of the Owners of the Bonds for federal income tax purposes. It may be that Owners of the Bonds would continue to hold their bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal income tax purposes.

Other Factors Affecting the City

One or more of the following factors or events could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Changes in Administration.* Changes in key administrative personnel could affect the capability of management of the City.
2. *Future Economic Conditions.* Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact the City's financial condition.
3. *Insurance Claims.* Increases in the cost of general liability insurance coverage and the amounts paid in settlement of liability claims not covered by insurance could adversely impact the City's financial condition.
4. *Natural Disasters.* The occurrence of natural disasters, such as floods, droughts, tornadoes or earthquakes, or the impact of pandemics, could damage the facilities of the City, interrupt services or otherwise impair operations and the ability of the City to produce revenues or control expenditures.
5. *Organized Labor Efforts.* Efforts to organize employees of the City into collective bargaining units could result in adverse labor actions or increased labor costs.

Revenues from the System

The City intends to make payments on the Bonds from revenues held in its water and wastewater funds, which are produced by operation of the System. If such revenues are not available to pay debt service in each fiscal year, the City's decision to appropriate funds for the following fiscal year in an amount sufficient to pay the principal of and interest on the Bonds could be adversely affected. In addition to the factors described above under the caption "**RISK FACTORS – Other Factors affecting the City,**" which relate generally to the City, one or more of the following factors or events relating to the ownership and operation of the System could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Future Economic Conditions.* Increased unemployment or other adverse economic conditions or changes in demographics in the service area of the System; cost and availability of energy; or an inability to control expenses in periods of inflation and difficulties in increasing charges may affect the financial condition of the System.

2. *Environmental Regulation.* Water and sewer utilities are subject to continuing environmental regulation. Federal, state and local standards and procedures which regulate the environmental impact of utilities are subject to change. These changes may arise from continuing legislative and judicial action regarding such standards and procedures. Consequently, there is no assurance that facilities in operation will remain subject to the regulations currently in effect, will always be in compliance with further regulations or will always be able to obtain all required operating permits. An inability to comply with environmental standards could result in reduced operating levels or the complete shutdown of facilities not in compliance. Legislative, regulatory, administrative or enforcement action involving environmental controls could adversely affect the operation of the System.
3. *Availability of Raw Water.* In the event the City is unable to obtain sufficient water to meet its needs or other emergency conditions occur, there is no assurance that the City will be able to maintain a source of water for the System. Failure to provide water to customers could adversely affect the City's ability to create revenues from the System.
4. *Miscellaneous Factors.* The utility industry in general has experienced, and may in the future experience, problems including (a) the effects of inflation upon the cost of operation of facilities, (b) uncertainties in predicting future demand requirements, (c) increased financing requirements coupled with the increased cost and uncertain availability of capital, and (d) compliance with rapidly changing environmental, safety, rate and licensing regulations and requirements.
5. *Competition from Other Service Providers.* Missouri law does not prohibit other providers of water and sewer services from operating within the boundaries of the City. For-profit providers of water and sewer services, however, are subject to regulation by the Missouri Public Service Commission (the "PSC"), and are limited to operations within certificated service areas. Currently the boundaries of the City do not overlap with any other providers of water or sewer service. Although the City is not aware of any initiative by any other service provider to compete with the City, at some time in the future, such competition may exist. Increased competition within the City's boundaries could adversely affect the City's ability to impose rates or otherwise generate revenues at a level sufficient to meet the obligations of the System.

The Hancock Amendment

The City's ability to raise property taxes is substantially constrained by Missouri law. An amendment to the Missouri Constitution limiting taxation and government spending was approved by Missouri voters on November 4, 1980. This amendment limits the ability of the City to impose new or increased taxes to provide funding for the payment of the Bonds, or other governmental purposes of the City, without voter approval. The amendment (commonly known as the Hancock Amendment) limits the rate of increase and the total amount of taxes which may be imposed in any fiscal year, and the limit may not be exceeded without voter approval. The tax rate ceiling, determined annually, is the rate of levy which, when charged against the newly assessed valuation of the City for the current year, excluding new construction and improvements, will produce an amount of tax revenues equal to tax revenues for the previous year increased by 5% or the Consumer Price Index, whichever is lower. The limitation on local governmental units does not apply to taxes imposed for the payment of principal of and interest on general obligation bonds approved by the requisite percentage of voters.

The Hancock Amendment also requires political subdivisions of the State to obtain voter approval in order to increase any "tax, license or fee." The precise meaning and application of the phrase "tax, license or fee" is unclear, but decisions of the Missouri Supreme Court have indicated that it does not apply to traditionally set user fees. The limitations imposed by the Hancock Amendment restrict the City's ability to increase many but not all taxes, licenses and certain fees without obtaining voter approval.

In 2008, through the enactment of Senate Bill 711 (“SB 711”), the Missouri General Assembly approved further limitations on the amount of property taxes that can be imposed by a political subdivision such as the City. Prior to the enactment of SB 711, a Hancock rollback would not necessarily result in a reduction of the City’s property tax levy if its current tax levy was less than its current tax levy ceiling, due to the City’s voluntary rollback from the maximum authorized tax levy. The property tax levy is the levy actually imposed by a political subdivision while the tax rate ceiling is the maximum levy the political subdivision may impose under the provisions of the Hancock Amendment. Under SB 711, in reassessment years (odd-numbered years), the Hancock rollback is applied to a political subdivision’s actual property tax levy, regardless of whether that levy is at the political subdivision’s tax levy ceiling. This further reduction is sometimes referred to as an “SB 711 rollback.” In non-reassessment years (even-numbered years), the property tax levy may be increased to the political subdivision’s tax levy ceiling (as adjusted by the Hancock rollback), only after a public hearing and adoption of a resolution or policy statement justifying the action.

On March 2, 2021, the Missouri Court of Appeals, Eastern Division, held in *Blankenship v. Franklin County Collector* (619 S.W. 3d 491) that an increase in the operating levy by political subdivisions pursuant to the provisions of Section 137.073.5(2), which allows political subdivisions to increase the operating levy to account for inflation in certain situations, cannot result in a levy that exceeds the highest voter-approved levy in violation of the Hancock Amendment. Approximately 600 taxing authorities were notified by the Missouri State Auditor’s Office that their 2020 tax rates did not comply with the *Blankenship* decision and would need to be recalculated to determine their 2021 tax rates. To the extent a taxing authority levied taxes in violation of the *Blankenship* decision, refunds of such taxes are permitted if (1) a taxpayer files for injunctive relief before such taxes become payable, which is December 31 of the tax year, or (2) a taxpayer pays such taxes under protest and files suit against the tax collector within ninety days. The City did not receive a letter from the Missouri State Auditor’s Office and will not need to adjust revenues because of the *Blankenship* decision.

Senior Property Tax Credit Program

In 2023, the Missouri General Assembly passed Senate Bill 190, which authorizes a county to grant property tax credits to an “eligible taxpayer” equal to the difference between the real property tax liability on the eligible taxpayer’s homestead in the current year minus the real property tax liability on the homestead either (1) in the year a county initially authorizes the credit or (2) when the person becomes an “eligible taxpayer” (the “**Senior Property Tax Credit Program**”). “Eligible taxpayer” means a Missouri resident who (1) is at least 62 years old, (2) owns real property used as the taxpayer’s primary residence and (3) is liable for the payment of property taxes on that property. Implementation of the Senior Property Tax Credit Program requires either adoption of an ordinance by the county or an initiative petition and voter approval process. Property tax bills within counties that participate in the Senior Property Tax Credit Program will reflect the tax credit on property tax bills for eligible taxpayers, thereby reducing the amount of property taxes that the eligible taxpayer would otherwise pay. The potential financial impact of the Senior Property Tax Credit Program on the City is not yet ascertainable.

Missouri Property Tax Cap

In June 2025, the Missouri General Assembly passed Senate Bill 3, which authorizes counties to grant property tax credits in the form of a cap on increases to residential real property tax bills. For certain counties, the real property tax liability on an eligible taxpayer's home may be increased by no more than five percent per year or the percent increase in the Consumer Price Index, whichever is greater. For other counties, including Christian County, the real property tax liability on an eligible taxpayer's home may not be increased above the liability incurred during the initial credit year. The City of St. Louis and 17 counties are exempt from the bill. The initial credit year is 2024 or, if the eligible taxpayer’s real property tax liability is lower in a subsequent year, the initial credit year is that subsequent calendar year. All non-exempt counties are required to place a question of whether to enact this real property tax cap on the ballot by no later than the April 2026 general election. If a majority of the votes cast on the question are in favor of the cap, the credit shall be in effect and

the county shall grant the property tax credit to eligible taxpayers. The County Collector will note the amount of any credit on the real property tax bills sent to eligible taxpayers. The potential financial impact of Senate Bill 3 on the City is not yet ascertainable. If a taxpayer is eligible for a credit under both the Senior Property Tax Credit Program and the Senate Bill 3 tax cap program, the taxpayer will only be entitled to receive the benefits of one, but not both, of the tax credit programs.

Defeasance Risks

When all of the Bonds are deemed paid as provided in the Bond Ordinance, the requirements contained in the Bond Ordinance and all other rights granted to bond owners thereby shall terminate. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company and having full trust powers, at or prior to the stated maturity or redemption date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and interest accrued to the stated maturity or redemption date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their stated maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with the Bond Ordinance. Defeasance Obligations include, in addition to cash and obligations pre-refunded with cash, bonds, notes, certificates of indebtedness, treasury bills and other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America. Historically, such United States obligations have been rated in the highest rating category by the rating agencies. There is no legal requirement in the Bond Ordinance that Defeasance Obligations consisting of such United States obligations be or remain rated in the highest rating category by any rating agency. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include the rating of Bonds defeased with Defeasance Obligations to the extent the Defeasance Obligations have a change or downgrade in rating.

THE BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct

Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC (nor its nominee), the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or redemption price of and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Transfer Outside Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply. The Bonds are transferable only upon the Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for other Bonds of any denomination authorized by the Bond Ordinance in the same aggregate principal amount, series, payment date and interest rate, upon presentation to the Paying Agent, subject to the terms, conditions and limitations and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, exchange or transfer.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the levy and collection of a tax to pay the principal and interest thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

From time to time, claims and litigation against the City arises in the ordinary course of business. The City, after consultation with counsel, does not believe that the outcome of these matters will have a material impact on the financial condition of the City, and the City does not believe that such exposure would materially affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The Bonds are not “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that the interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

CONTINUING DISCLOSURE

General

The City is executing a Continuing Disclosure Certificate, in substantially the form provided in *Appendix D* to this Official Statement, for the benefit of the owners and Beneficial Owners of the Bonds in order to comply with Rule 15c2 12 of the Securities and Exchange Commission (the "Rule"). The City is the only "obligated person" with responsibility for continuing disclosure.

The City has engaged in undertakings similar to the Continuing Disclosure Certificate with respect to several series of bonds previously issued by the City to provide to the national information repositories (presently, only the MSRB) the audited financial statements of the City and updates of certain operating data of the City. Over the last five years (i.e., for the fiscal years ending December 31, 2020 through December 31, 2024), except as noted herein, the City timely filed its audited financial statements and operating data.

For fiscal year ending December 31, 2024, the audited financial statements and operating data were not timely linked to the City's Series 2025 Bonds. The offering document for the Series 2025 Bonds includes the required operating data, with the exception of the Sources of Revenue data. The Sources of Revenue data is present within the City's audited financial statements.

Electronic Municipal Market Access System (EMMA)

All Annual Reports and notices of Material Events required to be filed by the City or the Dissemination Agent pursuant to the Continuing Disclosure Certificate must be submitted to the MSRB through the MSRB's Electronic Municipal Market Access system ("EMMA"). EMMA is an internet-based, online portal for free investor access to municipal bond information, including offering documents, material event notices, real-time municipal securities trade prices and MSRB education resources, available at www.emma.msrb.org. Nothing contained on EMMA relating to the City or the Bonds is incorporated by reference in this Official Statement.

RATINGS

Moody's Investors Services has assigned the Bonds a rating of "[*RATING*]" which reflects its evaluation of the investment quality of the Bonds. Such rating reflects only the view of such rating agency, and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, by said rating agency if, in its judgment, circumstances warrant. Any such downward revisions or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

The City has furnished the rating agency with certain information and materials relating to the Bonds and the City that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions made by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing such rating, circumstances so warrant. The Underwriter has not undertaken any responsibility to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of the ratings of the Bonds or to oppose any such proposed revision or withdrawal. Pursuant to the Continuing Disclosure Certificate, the City is required to bring to the attention of the holders of the Bonds any revision or withdrawal of the ratings of the Bonds but has not undertaken any responsibility to oppose any such revision or withdrawal. See the section herein captioned "**CONTINUING DISCLOSURE.**" Any such revision or withdrawal of the ratings could have an adverse effect on the market price and marketability of the Bonds.

MISCELLANEOUS

Municipal Advisor

The City has retained Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor" or "BTMA") as municipal advisor in connection with certain aspects of the sale of the Bonds. BTMA is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. BTMA is a subsidiary of Baker Tilly Advisory Group, LP ("BTAG") which is indirectly owned by (a) H&F Waterloo Holdings, L.P., an affiliate of Hellman & Friedman LLC ("H&F"), an investment adviser registered with the Securities and Exchange Commission (the "SEC"), (b) Valeas Capital Partners Fund I Waterloo Aggregator LP, an affiliate of Valeas Capital Partners Management LP ("Valeas"), an investment adviser registered with the SEC, and (c) individuals who are principals of BTAG. None of these parties own a majority interest in BTAG, or indirectly, BTMA. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International, Ltd. Baker Tilly US, LLP ("BTUS") is a licensed CPA firm providing assurance services to its clients. BTAG and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

BTMA has been retained by the City to provide certain municipal advisory services to City and, in that capacity, has assisted the City in preparing this Official Statement. The information contained in the Official Statement has been compiled from the sources stated or, if not otherwise sourced, from records and other materials provided by the City. The Municipal Advisor makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in this Official Statement, and its assistance in preparing this Official Statement should not be construed as a representation that it has independently verified such information.

The Municipal Advisor's duties, responsibilities and fees arise solely as Municipal Advisor to the City, and it has no secondary obligations or other responsibility.

Other Financial Industry Activities and Affiliations:

Baker Tilly Wealth Management, LLC ("BTWM"), an SEC registered investment adviser, and Baker Tilly Capital, LLC ("BTC"), a broker/dealer registered with the SEC and member of the Financial Industry Regulatory Authority ("FINRA"), are controlled subsidiaries of BTAG. Both H&F and Valeas, are registered with the SEC as investment advisers and serve as managers of, or advisers to, certain private investment funds, some of which indirectly own BTAG.

BTWM and other subsidiaries of BTAG may provide advisory services to the clients of BTMA. BTMA has no other activities or arrangements that are material to its municipal advisory business or its clients with a related person who is a broker-dealer, investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

Underwriting

Based upon bids received by the City on _____, 2026, the Bonds were awarded to _____ (the "Underwriter"). The Bonds are being purchased for reoffering by the Underwriter. The Underwriter has agreed to purchase the Bonds from the City at a price equal to \$_____ (representing the par amount of the Bonds less an underwriters' discount of \$_____ and [plus a net original issue premium] [less a net original issue discount] of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine. The Underwriter reserves the right to join with dealers and other purchasers in offering the Bonds to the public. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of that information.

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Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

The Preliminary Official Statement has been “deemed final” by the City except for the omission of certain information as provided by Securities and Exchange Commission Rule 15c2-12. Simultaneously with the delivery of the Bonds, the Mayor of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that shall state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, directors or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City’s ability to make payments required of it; and further, neither the City nor its officers, directors or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Bond Ordinance.

CITY OF NIXA, MISSOURI

By: _____

Mayor

APPENDIX A

THE CITY

APPENDIX B

ACCOUNTANTS' REPORT AND AUDITED FINANCIAL STATEMENTS

[Attached.]

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

City of Nixa, Missouri
Nixa, Missouri

[Underwriter]
[Underwriter City, State]

Re: \$19,870,000* City of Nixa, Missouri Special Obligation Bonds, Series 2026

Ladies and Gentlemen:

We have served as bond counsel to the City of Nixa, Missouri (the “City”) in connection with the issuance of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents that we deem necessary to give the opinions below.

Regarding questions of fact material to the opinions below, we have relied on the representations of the City, on the certified proceedings and other certifications of representatives of the City and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Bonds have been duly authorized and executed by the City and are valid and legally binding special obligations of the City.

2. The Bonds are special obligations of the City payable solely from amounts pledged or appropriated therefor in each Fiscal Year (i) out of the income and revenues provided for such Fiscal Year plus (ii) any unencumbered balances for previous years. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, charter or statutory debt limitation or restriction, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

3. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

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

* Preliminary, subject to change.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement), or the tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

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

Very truly yours,

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[Attached.]

**EXHIBIT D
TO ORDINANCE**

NOTICE OF SALE

[Attached.]

CONTINUING DISCLOSURE CERTIFICATE

Dated as of June 2, 2026

By

CITY OF NIXA, MISSOURI

relating to

**\$20,000,000
CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026**

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate dated as of June 2, 2026 (the “**Continuing Disclosure Certificate**”), is executed and delivered by the **CITY OF NIXA, MISSOURI** (the “**Issuer**”).

RECITALS

1. This Continuing Disclosure Certificate is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$20,000,000 original principal amount of Special Obligation Bonds, Series 2026 (the “**Bonds**”), pursuant to an ordinance adopted by the governing body of the Issuer on April 28, 2026 (the “**Ordinance**”).

2. The Issuer is entering into this Continuing Disclosure Certificate for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”). The Issuer is the only “**obligated person**” (as defined by the Rule) with responsibility for continuing disclosure hereunder.

In consideration of the covenants and agreements herein, the Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Continuing Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Certificate.

“**Beneficial Owner**” means any registered owner of any Bonds and any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

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

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

“**Fiscal Year**” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“**Material Events**” means any of the events listed in **Section 3** of this Continuing Disclosure Certificate.

“**MSRB**” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“**Participating Underwriter**” means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

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

Section 2. Provision of Annual Reports.

- (a) The Issuer shall, not later than **six months** after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ending December 31, 2025, provide to the MSRB, through EMMA, the following financial information and operating data (the “**Annual Report**”):
- (1) The audited financial statements of the Issuer for the prior Fiscal Year. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available. The audited financial statements of the Issuer are currently prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. If the Issuer changes the format of its financial statements, (1) notice of such change shall be given in the same manner as for a Material Event, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “**obligated person**” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be filed as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be filed separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year

changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. No later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“**Material Events**”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not filed the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Continuing Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Continuing Disclosure Certificate are

assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Certificate in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Certificate.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Certificate, the Issuer may amend this Continuing Disclosure Certificate and any provision of this Continuing Disclosure Certificate may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Certificate.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Certificate, the Issuer shall have no obligation under this Continuing Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Certificate, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Certificate. A default under this Continuing Disclosure Certificate shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Continuing Disclosure Certificate in the event of any failure of the Issuer to comply with this Continuing Disclosure Certificate shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Certificate, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein 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 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 12. Governing Law. This Continuing Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 13. Counterparts. This Continuing Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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CITY OF NIXA, MISSOURI

By: _____
Title: Mayor

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in the following sections of the final Official Statement:

DEBT STRUCTURE OF THE CITY

- Current Indebtedness of the City
- Other Long-Term Obligations of the City
- Legal Debt Capacity

FINANCIAL INFORMATION CONCERNING THE CITY

- Sources of Revenue
- Sales Tax Collections
- Property Valuations - *History of Property Valuation*
- Tax Rates – *Historical Tax Rates (the table showing the City's tax rates)*
- Tax Collection Record

THE SYSTEM

- Customers (table showing total number of System customers)
- City Water Rates
- City Sewer Rates

DEBT STRUCTURE OF THE SYSTEM

- Current Outstanding Revenue Obligations of the System
- System-Related Annual Appropriation Obligations

NOTICE OF SALE

\$20,000,000*
CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026

Bids. Electronic bids for the purchase of \$20,000,000* principal amount of Special Obligation Bonds, Series 2026 (the “Bonds”) of the City of Nixa, Missouri (the “City”), herein described, will be received on **May 19, 2026** (the “Sale Date”) **until 10:00 A.M., Central Time** (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA” or the “Municipal Advisor”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101 after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be acted upon consistent with the authorization provided by the City Council pursuant to an ordinance adopted on April 28, 2026.

Baker Tilly MA will assume no liability for the inability of a bidder or its bid to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each bid shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner by which the bid is submitted.

(a) **Sealed bidding.** Completed, signed bids may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time. The Official Bid Form is attached as Exhibit A.

OR

(b) **Electronic bidding.** Bids may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all bids submitted to PARITY[®]. Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the City, its agents nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY[®] shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Notice of Sale conflict with information provided by PARITY[®], this Notice of Sale shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

Pre-Bid Revisions. The City reserves the right to issue a Supplemental Notice of Sale not later than 24 hours prior to the sale date through MuniPlatform (“Supplemental Notice”). If issued, the Supplemental Notice may modify such terms of this Notice of Sale as the City determines, including the date and time of the sale. Any such modifications will supersede the terms as set forth herein.

Adjustment of Issue Size. In order to properly structure the transaction with respect to the required size of the Project Fund for the project to be funded for the City, the City reserves the right, on the date of the award of the Bonds to the successful bidder, in the City’s sole discretion, to increase or decrease the principal

* Preliminary, subject to change.

amount of any maturity by not more than 20% of the principal amount of such maturity, or to increase or decrease the aggregate principal amount of the Bonds by not more than 15%, depending on the interest rates bid and the bid premium, if any. After bids are received and the successful bidder is determined, the requirements for the Project Fund will be recalculated. Once the Project Fund requirements have been satisfied, the final sizing will be confirmed to the successful bidder. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount as described herein. In the event there is an increase or decrease in the final principal amount per maturity as described above, or in the aggregate principal amount of the Bonds, the successful bidder will be notified on the sale date by telephone or electronic mail of such increases or decreases promptly after the sale and prior to the award of the bid by the City. In the event that the maturity amounts of the Bonds are adjusted, the purchase price will be adjusted to ensure that the percentage net compensation (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City by (ii) the principal amount of the Bonds) remains constant.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated their date of delivery, and will become due in principal installments on August 1 in the years, subject to adjustment as provided herein, as follows:

Serial Bonds*

<u>Maturity Date</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>
2027	\$705,000
2028	730,000
2029	755,000
2030	775,000
2031	805,000
2032	830,000
2033	850,000
2034	880,000
2035	915,000
2036	950,000
2037	975,000
2038	1,010,000
2039	1,050,000
2040	1,095,000
2041	1,135,000
2042	1,180,000
2043	1,230,000
2044	1,280,000
2045	1,330,000
2046	1,390,000

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on February 1 and August 1 in each year, beginning on August 1, 2026.

Authority, Purpose and Security. The Bonds are special obligations bonds of the City, being issued pursuant to the constitution and laws of the State of Missouri. The Bonds shall be special obligations of the City

* Preliminary, subject to change.

payable as to both principal and interest solely from annual appropriations of funds by the City. The obligation of the City to make payments on the Bonds under the Ordinance authorizing the Bonds (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 debt limitation or restriction 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 Bonds are being issued for the purpose of providing funds to acquire, construct, install, improve, furnish, and equip water and wastewater improvements in the City (the “Project”). The City anticipates that it will pay debt service on the Bonds primarily from the revenues of its water and wastewater funds. The application of such revenues to pay debt service on the Bonds is subject to annual appropriation by the City. No revenues generated by the water and wastewater funds are or can be pledged to the payment of debt service on the Bonds.

The Bonds are more particularly described in the Preliminary Official Statement dated the date hereof, available from the Municipal Advisor. This Notice of Sale contains certain information for quick reference only. It is not, and is not intended to be, a summary of the Bonds. Each bidder is required to read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

Place of Payment. Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the payment office of the Paying Agent. Interest shall be paid to the registered owners of the Bonds as shown on the register at the close of business on the record date for such interest (a) by check or draft mailed by the Paying Agent to the address of such registered owners shown on the bond register, (b) at such other address as is furnished to the Paying Agent in writing by any registered owner or (c) in the case of an interest payment to any registered owner of \$500,000 or more in aggregate principal amount of the Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner, not less than 5 days prior to the record date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number, account name and account number to which such registered owner wishes to have such transfer directed.

Book-Entry Only System and Blue Sky. The Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which payments of principal of and interest on the Bonds will be made. Individual purchases of Bonds will be made in book-entry form only. Purchasers will not receive bonds representing their interest in Bonds purchased. It shall be the obligation of the successful bidder to furnish to DTC an underwriter’s questionnaire. It shall be the obligation of the successful bidder to qualify the Bonds, if such qualification is necessary, in the jurisdictions in which it intends to reoffer the Bonds.

Redemption of Bonds Prior to Maturity. *Optional Redemption.* At the option of the City, the Bonds may be called for redemption and payment prior to maturity on August 1, 2034 and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Bonds shall be prepaid only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Election to Specify Term Bonds. A bidder may elect to have all or a portion of the Bonds scheduled to mature consecutively issued as one or more term bonds scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, and subject to the bidder making such an election by including such information in the same electronic manner as the bid submitted (via email or PARITY®). Not less than all the Bonds of a single maturity may be converted to term bonds.

Conditions of Bids. Proposals will be received on all of the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: The same rate shall apply to all Bonds of the same maturity. Each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%, with no zero coupons allowed. The interest rate on each maturity shall not exceed 5.00%. No supplemental interest payments will be authorized. The Bonds shall be sold by the City for a price not less than 95% nor more than 108% of the total principal amount thereof. Each bid shall specify the total interest cost during the life of the Bonds on the basis of such bid, the premium or discount, if any, offered by the bidder, and the net interest cost and the true interest cost on the basis of such bid. Each bidder agrees that, if it is awarded the Bonds, it will provide to the City the certification as to initial offering prices described under the caption “Certification as to Offering Prices” in this Notice of Sale.

Basis of Award. The Bonds will be awarded to the bidder whose bid will result in the lowest “true interest cost” (“TIC”), determined as follows: the TIC is the discount rate (expressed as a per-annum percentage rate) that, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the scheduled payment dates back to the dated date of the Bonds, produces an amount equal to the price bid, including premium or discount, if any, but excluding any interest accrued to the date of delivery. Payments of principal and interest on the Bonds shall be based on the principal amounts set forth in this Notice of Sale and the interest rates specified by each bidder. Present value shall be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. No bidder shall be awarded the Bonds unless its bid shall be in compliance with the other terms and conditions of this Notice of Sale. In the event that two or more bidders offer bids at the same lowest TIC, the City shall determine which bid, if any, shall be accepted, and its determination shall be final. In the event the TIC specified in the bid does not correspond to the interest rates specified, the interest rates specified will govern and the TIC will be adjusted accordingly. The City reserves the right to waive irregularities and to reject any or all bids.

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the “Hold-The-Offering-Price Rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% Test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. At or promptly after the award of the Bonds, the winning bidder shall report to the City the price at which it has sold to the public the Bonds of each maturity sufficient to satisfy the 10% Test. If as of the award of the Bonds the 10% Test has not been satisfied as to any maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which it subsequently sells Bonds of that maturity to the public until the 10% Test is satisfied. In either case, if Bonds constituting the first 10% of a certain maturity are sold at different prices, the winning bidder shall report to the City the prices at which Bonds of such maturity are sold until the winning bidder sells 10% of the Bonds of such maturity at a single price. The winning bidder’s reporting obligation shall continue as set forth above, whether or not the Closing Date has occurred.

Alternatively, the winning bidder may elect to comply with the “Hold-The-Offering-Price Rule” for the remaining maturities, and, if they chose to do so, the winning bidder shall notify the City which maturities will be subject to the “Hold-The-Offering-Price Rule.” Bids will not be subject to cancellation in the event that the winning bidder determines to apply the Hold-The-Offering-Price Rule to any maturity of the Bonds. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-The-Offering-Price Rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

the close of the fifth (5th) business day after the sale date; or

the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-The-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-The-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party

to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-The-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) it has an established industry reputation for underwriting new issuances of municipal bonds, (ii) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the Hold-The-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (iii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the Hold-The-Offering Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

Prior to the delivery of the Bonds, the successful bidder will be required to execute and enter into with the City, a certificate setting out the final terms of the Bonds (the “Certificate of Final Terms”), including the principal amounts, interest rates and pricing per maturity and the redemption provisions.

At the request of the City, the successful bidder will provide information explaining the factual basis for the successful bidder’s Issue Price Certificate. This agreement by the successful bidder to provide such

information will continue to apply after the issue date of the Bonds if (1) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission or (2) the information is required to be retained by the City pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which opinion will be furnished and paid for by the City and printed on the Bonds and delivered to the successful bidder when the Bonds are delivered. Said opinions will also include the opinion of Bond Counsel relating to the exclusion of the interest on the Bonds from gross income for federal and Missouri income tax purposes. Reference is made to the Preliminary Official Statement for further discussion of federal and Missouri income tax matters relating to the interest on the Bonds.

Delivery and Payment. The City will deliver the Bonds, properly prepared, executed and registered, without cost to the successful bidder on or about June 2, 2026 in book-entry form only through the facilities of The Depository Trust Company in New York, New York. The successful bidder will also be furnished with a certified transcript of the proceedings evidencing the authorization and delivery of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the City.

Good Faith Deposit. The successful bidder (the “Purchaser”) is required to submit a good faith deposit in the amount of \$397,000 (the “Deposit”) to the City in the form of an electronic transfer of federal reserve funds, immediately available for use by the City, as instructed by the City or its Municipal Advisor, no later than 2:00 P.M., Central Time, on the day the proposals are received. If the Deposit is not received by such time, the City may terminate its proposed award of the Bonds to such Purchaser, and the City may contact the bidder with the next lowest TIC and offer said bidder the opportunity to become the Purchaser. The Deposit of the Purchaser shall constitute a good faith deposit and shall be retained by the City to insure performance of the requirements of the sale by the Purchaser. In the event the Purchaser shall fail to comply with the terms of its bid, the Deposit will be forfeited as full and complete liquidated damages. Upon delivery of the Bonds, the Deposit will be applied to the purchase price of the Bonds or shall be returned to the Purchaser, but no interest shall be allowed thereon. If a bid is accepted but the City fails to deliver the Bonds to the bidder in accordance with the terms and conditions of this Notice of Sale, the Deposit shall be returned to the Purchaser.

Rating. Moody’s Investors Services has assigned the Bonds a rating of “[RATING],” which reflects its evaluation of the investment quality of the Bonds. Any explanation as to the significance of the rating may be obtained only from the rating agency. The rating is not a recommendation to buy, sell, or hold the Bonds, and such rating may be subject to revision or withdrawal at any time by the rating agency. Any downward revision or withdrawal of the rating may adversely affect the market price of the Bonds.

Submission of Bids through PARITY®. Electronic bids via PARITY® must be submitted in accordance with this Notice of Sale. During the electronic bidding, no bidder will see any other bidder’s bid or the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may modify or cancel their bid at any time up to the end of the bidding. If provisions of this Notice of Sale conflict with those of PARITY®, this Notice of Sale shall control. Bids for the Bonds must be received before **10:00 A.M. on TUESDAY, MAY 19, 2026**. The City and the Municipal Advisor shall not be responsible for any failure, misdirection, delay or error in the means of transmission selected by the bidder.

PARITY®. Except as described on the first page of this Notice of Sale under the heading “Sealed bidding,” all proposals must be submitted electronically through PARITY®, and no other proposals will be considered. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5000 and from the following web site: www.newissuhome.i-deal.com. The City shall not be responsible for proper operation of, or have any

liability for, any delays, interruptions, or damages caused by the use of the PARITY[®] system. The City is using the PARITY[®] system as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. The use of the PARITY[®] system shall be at the bidder's risk and expense, and the City and its agents shall have no liability with respect thereto. The bids must be received as provided herein and by the time specified. The City is not bound by any advice or determination of PARITY[®] to the effect that any particular bid complies with the terms of this Notice of Sale and the bid specifications. An electronic bid made through the facilities of PARITY[®] shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale, and such bid shall be binding upon the bidder as if made by a signed and sealed bid delivered to the City or its Municipal Advisor. The City reserves the right to waive irregularities and to reject any or all bids. Bids received late will be destroyed.

Preliminary Official Statement and Official Statement. The City has prepared a Preliminary Official Statement dated May __, 2026, "deemed final" by the City except for the omission of certain information as provided by Securities and Exchange Commission Rule 15c2-12, electronic copies of which may be obtained from the Municipal Advisor as provided herein. Upon the sale of the Bonds, the City will adopt the final Official Statement and will furnish the Purchaser with an electronic copy of the final Official Statement within seven business days of the acceptance of the Purchaser's proposal in order to comply with Rule 15c2-12(b)(4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board. The City's acceptance of the successful bidder's proposal for the purchase of the Bonds shall constitute a contract between the City and the Purchaser for purposes of said Rules.

Continuing Disclosure. The City covenants and agrees to enter into a continuing disclosure undertaking to provide ongoing disclosure about the City, for the benefit of the certificate holders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission, which continuing disclosure undertaking shall be in substantially the form set out in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Purchaser. See the Preliminary Official Statement for statements about the City's compliance with undertakings previously entered into by the City pursuant to Rule 15c-2-12.

CUSIP Numbers. It is anticipated that CUSIP numbers will be printed on the Bonds at the expense of the City. In no event will the City, Bond Counsel or the Municipal Advisor be responsible for the review of or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on the Bonds shall not be cause for the Purchaser to refuse to accept delivery of the Bonds.

Anti-discrimination Against Israel Act. The State of Missouri has adopted the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Act"), which provides that "[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." The Act provides that any contract that fails to comply with the Act's provisions shall be void as against public policy.

The Purchaser by submitting a bid hereby certifies and agrees that, to the extent the Act is applicable to the underwriting of the Bonds, the Purchaser is not currently engaged in and shall not, for the duration of the underwriting period, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of the Act.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to the underwriting of the Bonds, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to the underwriting of the Bonds, but it is subsequently determined not to apply to the underwriting of the Bonds for any reason including by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Act or any ruling of a court of

competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

Additional Information. Additional information regarding the Bonds may be obtained from the Municipal Advisor, Baker Tilly Municipal Advisors, LLC, 7285 W 132nd Street, Overland Park, Kansas, 66213, Attention: Jessica Lamendola, Office: (312) 729-8190, Email: jessica.lamendola@bakertilly.com.

DATED this ___ day of May, 2026.

CITY OF NIXA, MISSOURI

By: /s/ Jarad Giddens
Mayor

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ _____

TRUE INTEREST RATE: _____ %

The Bidder will not will purchase municipal bond insurance from _____.

Account Members

Account Manager

By: _____

Phone: _____

The foregoing proposal has been accepted by the City.

Attest: _____

Date: _____

*Preliminary; subject to change. The City reserves the right, after proposals are opened and prior to award, to reduce the principal amount of the Bonds or to adjust the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$19,870,000*
CITY OF NIXA, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2026

The undersigned, on behalf of [Name of Underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Series 2026 Bonds"), being issued on the date of this Certificate by the City of Nixa, Missouri (the "City") certifies and represents as follows:

1. Receipt for Series 2026 Bonds. The Original Purchaser acknowledges receipt on the date hereof of all of the Series 2026 Bonds, consisting of fully registered Series 2026 Bonds in authorized denominations in a form acceptable to the Original Purchaser.

2. Issue Price.

(a) *Public Offering.* The Original Purchaser offered all of the Series 2026 Bonds to the Public (as defined below) in a *bona fide* initial offering.

(b) *Initial Offering Prices.* As of the sale date of the Series 2026 Bonds (May 19, 2026), the reasonably expected initial offering prices of the Series 2026 Bonds to the Public by the Original Purchaser are the prices listed in **Schedule A** hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2026 Bonds used by the Original Purchaser in formulating its bid to purchase the Series 2026 Bonds.

ALTERNATIVE LANGUAGE IF COMPETITIVE SALES REQUIREMENTS ARE NOT MET:

[**(a) *Public Offering.* The Original Purchaser has offered all the Series 2026 Bonds to the Public in a *bona fide* initial offering to the Public at the offering prices listed on **Attachment A** (the "Initial Offering Prices"). Included in **Attachment A** is a copy of the pricing wire or similar communication used to document the initial offering of the Series 2026 Bonds to the Public at the Initial Offering Prices.

(b) *Sale Prices.* As of the date of this Certificate, for each Maturity, the price or prices at which the first 10% of such Maturity was sold to the Public is the respective price or prices listed in **Attachment B** and all of the Series 2026 Bonds comprising the first 10% of sales for each Maturity were sold at the same price [**, except for the _____ Maturit[y][ies]. With respect to the _____ Maturit[y][ies], (i) less than 10% of such Maturit[y][ies] have been sold to the Public, and (ii) promptly following the date that the first 10% of such Maturit[y][ies] is sold to the Public, the Original Purchaser will execute a supplemental certificate in substantially the same form as this Certificate, including, a schedule substantially similar to **Attachment B** to this Certificate showing the price or prices at which the first 10% of [**each**] such Maturity was sold to the Public.**]**]

* Preliminary, subject to change.

(c) *Defined Terms.*

(i) The term “Maturity” means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Series 2026 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the City in executing and delivering its federal tax certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Series 2026 Bonds and other federal income tax advice that it may give to the City from time to time relating to the Series 2026 Bonds.

At the request of the City, we will provide information explaining the factual basis for this Certificate. This agreement to provide such information will continue to apply after the issue date of the Series 2026 Bonds if (1) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission, (2) related to any determination of the issue price for the Series 2026 Bonds, or (3) the information is required to be retained by the City pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

DATED: June __, 2026.

[UNDERWRITER]

By: _____
Title: _____

Attachment A

Expected Offering Prices

[Attach Initial Offering Prices Used in Formulating Bid]

SCHEDULE IF COMPETITIVE SALES REQUIREMENTS ARE NOT MET

Attachment A

Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

Attachment B

Sale Price Documentation

[Attach Actual Sales Data Certification or Documentation]