



Matt Russell, Mayor
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Shane Grooms, Ward III
Jim Deichman, Ward IV

AGENDA
City Council Meeting
City Council Chambers, 540 Civic Boulevard
August 17, 2021 at 6:00 PM

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

- [1.](#) Approve August 3, 2021 City Council Minutes.
- [2.](#) Approve Vendor List.

Board, Commission, and Committee Schedule

City Council Meeting	August 24, 2021
Board of Adjustment Meeting	September 2, 2021
City Council Meeting	September 7, 2021
Planning & Zoning Meeting	September 13, 2021

Old Business and Tabled Items

New Business (First Reading of Ordinances)

- [3.](#) 21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.
- [4.](#) A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.
- [5.](#) 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.
- [6.](#) 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.

Other Business (Resolutions)

- [7.](#) 21-R-33 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Renewal of the Agreement with the Bank of Missouri to Provide Depository and Banking Services.
- [8.](#) 21-R-34 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Approve the Contract for Interim City Attorney Damon Phillips, Pursuant to Republic City Charter.
- [9.](#) 21-R-35 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Request Allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act.

Reports from Staff

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

Adjournment

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 732-3101 at least three days prior to the scheduled meeting. **All meetings are tape recorded for public viewing.**



- Matt Russell, Mayor**
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Jennifer Mitchell, Ward IV
- Eric Franklin, Ward I
- Gerry Pool, Ward II
- Shane Grooms, Ward III
- Jim Deichman, Ward IV

MINUTES
City Council Meeting
Online Zoom Meeting
August 03, 2021 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Christopher Updike, Jim Deichman, Eric Franklin, Garry Wilson, Gerry Pool, Shane Grooms, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Interim City Attorney Damon Phillips, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Engineering Manager Garrett Brickner, Information Systems Director Chris Crosby, GIS Manager Josh Jones, Police Chief Brian Sells, Planning Manager Karen Haynes, Chief of Staff Lisa Addington, Assistant Parks and Recreation Director Jennafer Mayfield, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Matt Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Deichman and seconded by Council Member Updike to approve the consent agenda. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Updike, and Mitchell. 0 Nay. Motion Carried.

1. Approve July 20, 2021 City Council Minutes.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	August 5, 2021
Planning & Zoning Meeting	August 9, 2021
City Council Meeting	August 17, 2021
City Council Meeting	August 24, 2021

Old Business and Tabled Items

2. **21-53 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 9.1 Acres from General Commercial (C-2) to Heavy Manufacturing (M-2), Located at 6330 West US Hwy60.**

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 21-53 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 21-53. Council Member Grooms seconded. A roll call vote was taken. The vote was 7 Aye-Deichman, Mitchell, Pool, Wilson, Updike, Franklin, and Grooms. 0 Nay. Motion Carried.

3. **21-54 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 92.85 Acres from Agricultural (AG) and General Commercial (C-2) to Planned Development District (PDD), Located at 3456 South Farm Road 101.**

Motion was made by Council Member Updike and seconded by Council Member Grooms to have the second reading of Bill 21-54 by title only. The vote was 7 Aye-Deichman, Franklin, Grooms, Pool, Wilson, Mitchell, and Updike. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 21-54. Council Member Grooms seconded. A roll call vote was taken. The vote was 7 Aye-Updike, Deichman, Pool, Grooms, Mitchell, Wilson, and Franklin. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)-None

Other Business (Resolutions)

4. **21-R-32 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Execute the First Change Order for Drury Lane Improvements.**

Motion was made by Council Member Mitchell and seconded by Council Member Updike to approve Resolution 21-R-32. Garrett Brickner provided an overview of the Resolution. The vote was 7 Aye-Deichman, Franklin, Grooms, Wilson, Pool, Mitchell, and Updike. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked the community for voting. Mr. Cameron reported we have had a great turnout, which is what you want, especially regarding taxes. Mr. Cameron thanked everyone for the feedback, all the staff that worked on it, and the people that helped work on this measure. Mr. Cameron thanked the Mayor and Council for putting the question to the community. Nobody wants to ask for a sales tax increase, especially in this area, but we are trying to deal with a lot of challenges. Mr. Cameron reported he looks forward to seeing the results.

City Administrator David Cameron reported the September agenda is already filling up.

Council Member Garry Wilson reported his connection was cutting in and out during the meeting.

Mayor Matt Russell thanked everyone for getting out and voting today and for coming online to do a zoom meeting.

Adjournment

Mayor Russell adjourned the meeting at 6:12 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



City of Republic

Vendor Audit Report

Item 2.

For Date Range 07/01/2021 - 08/3/2021

Vendor	Added	Added User
07457 - Velocity Pump Rentals	07/09/2021	Meghin Cook
07458 - First Aid Corp	07/11/2021	SHERRI WOODS
07459 - Cristi Harris	07/14/2021	SHERRI WOODS
07460 - Natasha Preston	07/14/2021	SHERRI WOODS
07461 - Timothy Wolfe	07/15/2021	Meghin Cook
07462 - Share Corporation	07/16/2021	SHERRI WOODS
07463 - DiVentures Springfield LLC	07/16/2021	SHERRI WOODS
07464 - EduMind Inc	07/16/2021	SHERRI WOODS
07468 - Tnemec Company Inc	07/21/2021	SHERRI WOODS
07469 - Frogs Detailed Specialties Inc	07/21/2021	SHERRI WOODS
07470 - Sentinel Emergency Solutions	07/21/2021	SHERRI WOODS
07471 - ADD Refrigeration	07/22/2021	SHERRI WOODS
07472 - Opinion Research Specialists LLC	07/22/2021	SHERRI WOODS
07473 - Ross Construction Group, LLC	07/22/2021	Meghin Cook
07474 - Missouri Sheriff's Retirement System	07/22/2021	Meghin Cook
07475 - Bryan Meyers	07/23/2021	SHERRI WOODS
07476 - Margaret Mason	07/23/2021	SHERRI WOODS
07477 - Hunter Roofing LLC	07/23/2021	SHERRI WOODS
07478 - Capital Paving & Construction LLC	07/26/2021	SHERRI WOODS
07479 - Dig Wise Hydro Inc	07/26/2021	SHERRI WOODS
07481 - Steve Cook	07/26/2021	SHERRI WOODS
07482 - People Helping People	07/29/2021	SHERRI WOODS
07483 - Rio Contracting LLC	07/29/2021	SHERRI WOODS
07484 - Steve Crowley Construction	07/30/2021	SHERRI WOODS
07485 - Matthew Hough	08/03/2021	SHERRI WOODS

Vendor Count: (25)



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-55 An Ordinance Of The City Council Of The City Of Republic, Missouri, Approving The Annexation Of Approximately Ninety-One Point Five-Five (91.55) Acres, Located at 6542 West US Highway 60 and adjacent Right-of-Way.

Submitted By: Karen Haynes, Assistant BUILDS Administrator, BUILDS Department

Date: August 17, 2021

Issue Statement

The City of Republic’s BUILDS Department received a Voluntary Annexation Application from Wilson’s Valley, LLC for the Annexation of approximately ninety-one point five-five (91.55) acres of land located at 6542 West US Highway 60 and adjacent ROW.

Discussion and/or Analysis

The property owners, Wilson’s Valley, LLC, have submitted a Voluntary Annexation Request for the subject parcel.

City of Republic sanitary sewer service is available on the property and water is available adjacent to the property to the west. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the west.

The Annexation, if approved by City Council, will effectively zone the subject parcel as A-1 (Agricultural) and M-1 (Light Industrial), as the property currently has split zoning in the County (15.7 acres Light Industrial/75.85 Agricultural), in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County’s zoning designation.

Recommended Action

Staff believes the Annexation of the subject property is consistent with the City’s Adopted Plans and enjoys access to City of Republic municipal services.

BILL NO. 21-55

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
APPROVING THE ANNEXATION OF APPROXIMATELY 91.55 ACRES, LOCATED AT 6542
WEST US HIGHWAY 60 AND ADJACENT RIGHT-OF-WAY**

WHEREAS, the City of Republic, Missouri, (herein called the "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, a voluntary petition for the annexation of approximately 91.55 acres of land located at 6542 West US Highway 60 and adjacent right-of-way has been filed with the City's BUILDS Department; and

WHEREAS, the realty described in such petition is adjacent and contiguous to the present corporate limits of the City; and

WHEREAS, the Council held a public hearing on the said petition on August 17, 2021, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said public hearing was published August 04, 2021, in the *Greene County Commonwealth*, a newspaper of general circulation authorized to publish legal notices, such public hearing being held not less than seven days after the date of publication of such notice; and

WHEREAS, at said public hearing, all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the City Council within fourteen days after the date of said public hearing; and

WHEREAS, the Council finds the proposed annexation is reasonable and necessary for the City's proper development, and the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

Section 1: The following described realty is hereby annexed into, and made a part of, the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

Tract 2:

All that part of the South Half of the Northwest Quarter, all of the Northwest Quarter of the Southwest Quarter, and all of the North Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 28 North, Range 23 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: BEGINNING at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence, North 01°51'10" East, along and with the West line of said Section 11, a distance of 1333.54 feet to the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence, North 01°51'26" East, continuing along and with the West line of said Section 11, a distance of 286.75 feet to the East right-of-way line of U.S. Highway 60; thence, North 57°25'02" East, along and with said East, line, a distance of 815.55 feet to the South right-of-way

BILL NO. 21-55

ORDINANCE NO.

line of a railroad spur; thence, Easterly, along and with said South line, the following seven (7) courses: South 32°06'47" East, a distance of 41.70 feet; thence, Southeasterly along a 703.29-foot radius curve to the left, having a chord bearing of South 42°49'51" East and chord length of 261.58 feet, an arc distance of 263.11 feet; thence, North 36°27'06" East, a distance of 50.00 feet; thence, Southeasterly along a 653.29-foot radius curve to the left, having a chord bearing of South 73°00'12" East and chord length of 435.18, an arc distance of 443.66 feet; thence, North 87°32'29" East, a distance of 872.80 feet; thence, Northeasterly along a 653.29-foot radius curve to the left, having a chord bearing of North 70°06'17" East and chord length of 391.52 feet, an arc distance of 397.63 feet; thence, North 52°40'04" East, a distance of 111.41 feet to the East line of the Northwest Quarter of said Section 11; thence South 01°42'13" West, along and with said East line, a distance of 699.32 feet to the Southeast corner of said Northwest Quarter; thence, South 01°38'06" West, along and with the East line of the Southwest Quarter of said Section 11, a distance of 663.70 feet to the Southeast corner of the North Half of the Northeast Quarter of said Southwest Quarter; thence, North 89°00'14" West, along and with the South line of said North Half, a distance of 1327.09 feet to the Southwest corner of said North Half, said point lying on the East line of the Northwest Quarter of said Southwest Quarter; thence, South 01°52'46" West, along and with said East line, a distance of 664.09 feet to an existing iron pin at the Southeast corner of the Northwest Quarter of said Southwest Quarter; thence, North 89°07'10" West, along and with the South line of said Quarter-Quarter section, a distance of 1325.98 feet to the West line of said Section 11 and the POINT OF BEGINNING, containing 91.55 acres and being subject to easements, restrictions or rights-of-way, if any, including rights-of-way for Farm Road 103 off the East side thereof and Farm Road 101 off the West side thereof.

Section 2. The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

Section 3. The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by the United States registered mail or certified mail a certified copy of this Ordinance.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

Section 5. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 6. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 24th day of August 2021.

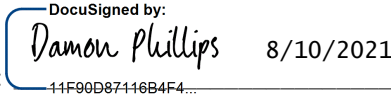
Matt Russell, Mayor

BILL NO. 21-55

ORDINANCE NO.

Attest:

Laura Burbridge, City Clerk

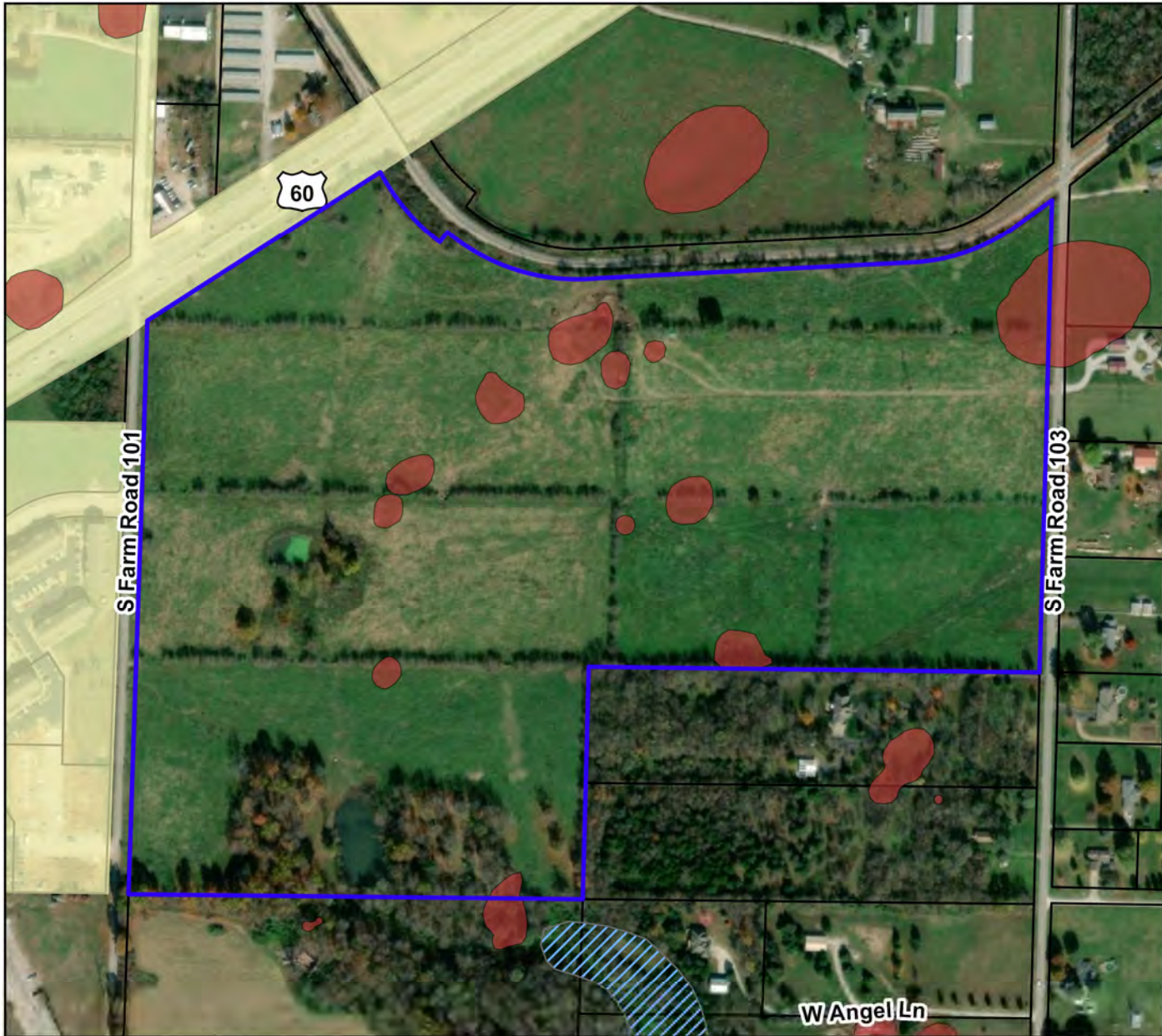
Approved as to Form:  _____, City Attorney

Final Passage and Vote:

ANNX 21-008

Vicinity Map

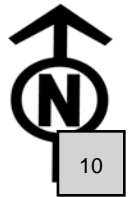
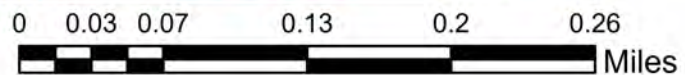
Item 3.



Legend

- ANNX 21-008
- Parcels
- Republic City Limits
- Sinkhole
- Floodplain

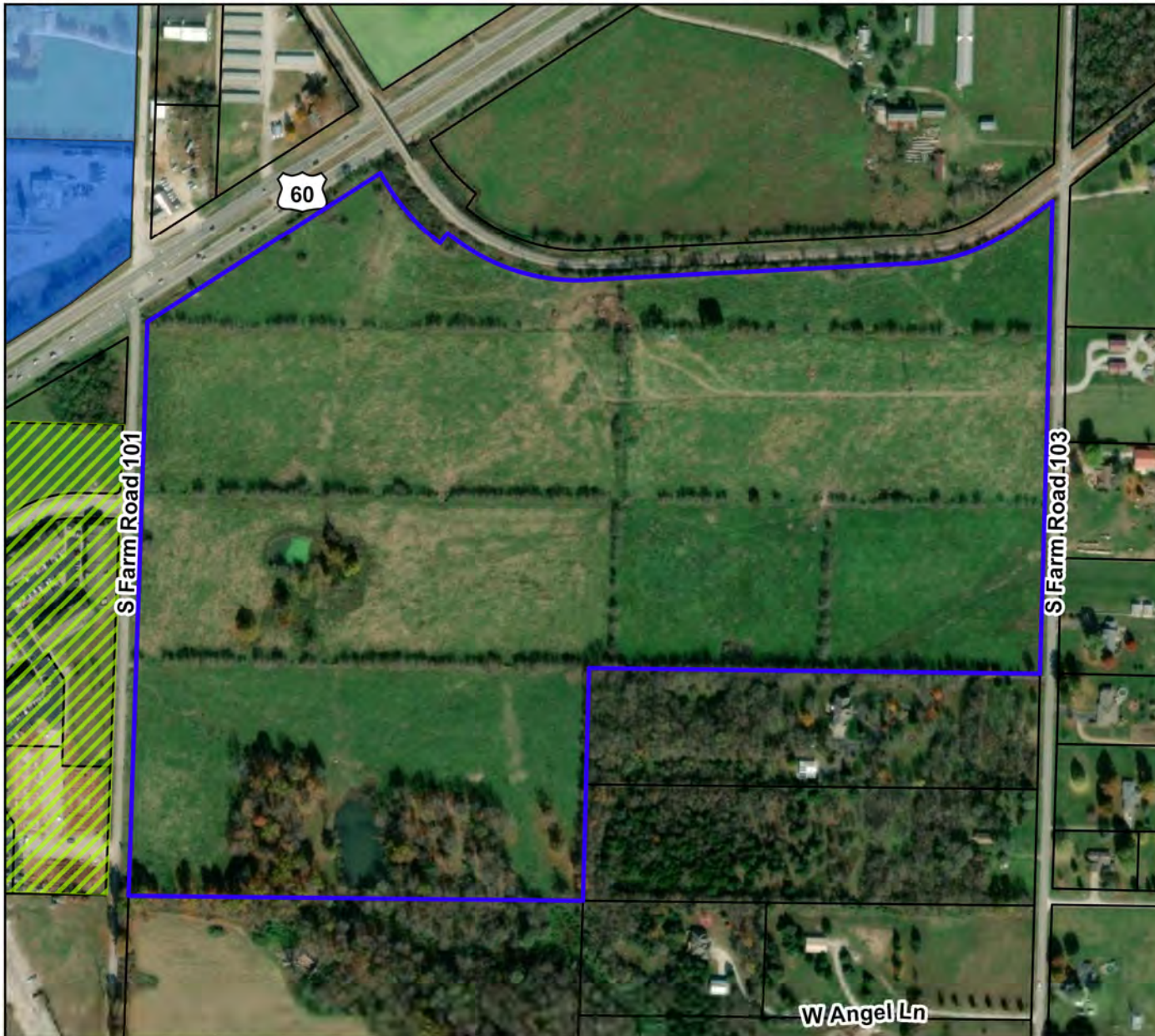
Parcel Owner: Wilson's Valley, LLC
Parcel Address: 6542 West US Highway 60
Area: 91.55 acres
Greene County Zoning: Agriculture (A-1)
Incoming Zoning: Agricultural (AG)



ANNX 21-008

Zoning Map

Item 3.



Legend

ANNX 21-008

Parcels

Zoning

AG Agricultural

C-1 Commercial

C-2 General Commercial

C-3 General Commercial

M-1 Light Manufacturing

M-2 Heavy Manufacturing

PDD Planned Development

R1-L Single Family Low Density

R1-M Single Family Medium Density

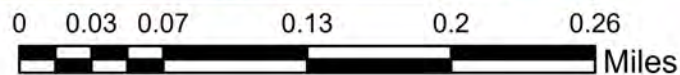
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Wilson's Valley, LLC
 Parcel Address: 6542 West US Highway 60
 Area: 91.55 acres
 Greene County Zoning: Agriculture (A-1)
 Incoming Zoning: Agricultural (AG)





AGENDA ITEM ANALYSIS

Project/Issue Name: A Public Hearing of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Larry Brown, Contracted Accountant
Laura Burbridge, City Clerk

Date: August 17, 2021

Issue Statement

To approve property tax levies for the year 2021 in accordance with the recommendations from the Missouri State Auditor's Office.

Discussion and/or Analysis

The City of Republic maintains three property tax levies: General, Parks and Recreation, and Street Lighting. The Greene and Christian County Assessors have provided the assessed valuation information to the City and to the State Auditor's Office. The City must establish its rates in accordance with those approved by the State Auditor.

The attached worksheet and supporting documents illustrate the change in assessed valuation, compared to the 2020 tax year. Adjusted assessed valuations increased by \$4,495,534.00 or 1.9836%. In calculating the levy, the valuations for new construction and improvements and newly added territory must be subtracted from total of assessed valuations resulting in an adjusted assessed valuation.

Per Section 137.073.2, RSMo, when there are changes in assessed valuation, the tax rate ceiling may be revised to produce substantially the same amount of tax revenues as the existing tax rate ceiling would have produced in the prior year. Essentially, the City is not allowed to benefit from revenue resulting from new construction or newly added territory so to remain revenue neutral, the levies are based on existing property in 2020. The 2021 tax levy will be reduced from .5863 to .5829 to adjust for the increase in value throughout the City.

Greene County and Christian County officials assess property value, mail property tax statements, and collect and remit property tax funds to Republic. In return, Christian County retains 4% of collections to offset their costs while Greene County retains 3%.



Recommended Property Tax Levies and Estimated Revenues

<u>Type</u>	<u>2021 Levy</u>	<u>Budgeted Revenues</u>
General Revenue	.4095	\$946,594.00
Parks & Recreation	.1104	\$255,091.00
Street Lights	.0630	\$145,701.00
Total	.5829	\$1,347,386.00

Under state law, the tax levy must be set by September 1 or the City can only collect tax sufficient to pay interest and principal on any outstanding bonds.

Recommended Action

Passage of setting of 2021 property tax levies in accordance with the State Auditor's recommendation of \$.5582 total levy is recommended. The maximum amount to be reflected in the City's 2022 Annual Budget of \$1,347,386.00.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-56 An Ordinance of the City Council of the City of Republic, Missouri, Setting the 2021 Property Tax Levies for the City of Republic, Missouri.

Submitted By: Larry Brown, Contracted Accountant
Laura Burbridge, City Clerk

Date: August 17, 2021

Issue Statement

To approve property tax levies for the year 2021 in accordance with the recommendations from the Missouri State Auditor's Office.

Discussion and/or Analysis

The City of Republic maintains three property tax levies: General, Parks and Recreation, and Street Lighting. The Greene and Christian County Assessors have provided the assessed valuation information to the City and to the State Auditor's Office. The City must establish its rates in accordance with those approved by the State Auditor.

The attached worksheet and supporting documents illustrate the change in assessed valuation, compared to the 2020 tax year. Adjusted assessed valuations increased by \$4,495,534.00 or 1.9836%. In calculating the levy, the valuations for new construction and improvements and newly added territory must be subtracted from total of assessed valuations resulting in an adjusted assessed valuation.

Per Section 137.073.2, RSMo, when there are changes in assessed valuation, the tax rate ceiling may be revised to produce substantially the same amount of tax revenues as the existing tax rate ceiling would have produced in the prior year. Essentially, the City is not allowed to benefit from revenue resulting from new construction or newly added territory so to remain revenue neutral, the levies are based on existing property in 2020. The 2021 tax levy will be reduced from .5863 to .5829 to adjust for the increase in value throughout the City.

Greene County and Christian County officials assess property value, mail property tax statements, and collect and remit property tax funds to Republic. In return, Christian County retains 4% of collections to offset their costs while Greene County retains 3%.



Recommended Property Tax Levies and Estimated Revenues

<u>Type</u>	<u>2021 Levy</u>	<u>Budgeted Revenues</u>
General Revenue	.4095	\$946,594.00
Parks & Recreation	.1104	\$255,091.00
Street Lights	.0630	\$145,701.00
Total	.5829	\$1,347,386.00

Under state law, the tax levy must be set by September 1 or the City can only collect tax sufficient to pay interest and principal on any outstanding bonds.

Recommended Action

Passage of setting of 2021 property tax levies in accordance with the State Auditor’s recommendation of \$.5582 total levy is recommended. The maximum amount to be reflected in the City’s 2022 Annual Budget of \$1,347,386.00.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
SETTING THE 2021 PROPERTY TAX LEVIES FOR THE CITY OF REPUBLIC,
MISSOURI**

WHEREAS, the City of Republic, Missouri, (herein called the "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, the Missouri State Auditor's Office provides the pro-forma tax rate calculation and gives final approval to property tax levies for municipalities in the State; and

WHEREAS, a notice of public hearing was published as required by law at least seven days prior to the public hearing and approval of the proposed rates of taxes; and

WHEREAS, the City of Republic, Missouri, after the public hearing, adopts the tax levies in accordance with the Missouri State Auditor's Office calculations.

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

Section 1. There is hereby levied for the year 2021 a tax upon each \$100.00 of assessed valuation of real estate within the corporate limits of the City of Republic, Missouri, at the following rates and for the following purposes:

A.	General Revenue Fund	.4095
B.	Park Fund	.1104
C.	Street Lighting Fund	.0630
		<u>.5829</u>

Section 2. On the day following the effective date of the passage of this Ordinance, the levy established herewith shall be certified by the City Clerk and delivered to the County Clerks of Greene County and Christian County, Missouri.

Section 3. The whereas clauses are hereby specifically incorporated herein by reference.

Section 4. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2021.

Matt Russell, Mayor

BILL NO. 21-56

ORDINANCE NO. 21-

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips 8/9/2021
11F90D87116B4F4...

Approved as to Form: _____, Damon Phillips, City Attorney

Final Passage and Vote: _____



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

August 13, 2021

TO: 09-039-0005 City of Republic
RE: Setting of 2021 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2021 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2021 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2020 calculation for this change. The revised 2020 tax rate ceiling is listed on the 2021 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2020 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

Missouri State Auditor's Office
 2021 Tax Rate Assessed Valuation Summary

09/12/2021
 Item 5.

Political Subdivision - 09-039-0005 City of Republic

		Current Assessed Valuation						
Purpose	County	Real Property	Personal Property	Total	New Construction and Improvements Real Estate	Newly Added Territory	Newly Separated Territory	Property Changed from Local to State Assessed
01 General Revenue	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
01 General Revenue	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>
02 Parks & Recreation	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
02 Parks & Recreation	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>
04 Lights	022 Christian	3,574,240	0	3,574,240	338,450	0	0	0
04 Lights	039 Greene	243,706,386	0	243,706,386	5,722,920	10,084,920	0	0
	Total	<u>247,280,626</u>	<u>0</u>	<u>247,280,626</u>	<u>6,061,370</u>	<u>10,084,920</u>	<u>0</u>	<u>0</u>



Summary Page

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.4119
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4095
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4095
E. Maximum authorized levy the most recent voter approved rate 0.9000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4095
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 (Real Estate) + (b) 0 (Personal Property) = 6,061,370 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 (Real Estate) + (b) 0 (Personal Property) = 10,084,920 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic	09-039-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	1.9836%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	1.4000%
11. Adjusted prior year assessed valuation (Line 8)	226,638,802
12. (2020) Tax rate ceiling from prior year (Summary Page, Line A)	0.4119
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	933,525
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	1.4000%
15. Additional revenue permitted (Line 13 x Line 14)	13,069
16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)	946,594
17. Adjusted current year assessed valuation (Line 4)	231,134,336
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.4095

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.1110
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1104
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1104
E. Maximum authorized levy the most recent voter approved rate 0.2000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1104
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 (Real Estate) + (b) 0 (Personal Property) = 247,280,626 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 (Real Estate) + (b) 0 (Personal Property) = 6,061,370 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 (Real Estate) + (b) 0 (Personal Property) = 10,084,920 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 (Real Estate) + (b) 0 (Personal Property) = 226,638,802 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (1.9836%), 10. Increase in Consumer Price Index (CPI) (1.4000%), 11. Adjusted prior year assessed valuation (226,638,802), 12. (2020) Tax rate ceiling from prior year (0.1110), 13. Maximum prior year adjusted revenue (251,569), 14. Permitted reassessment revenue growth (1.4000%), 15. Additional revenue permitted (3,522), 16. Total revenue permitted in current year (255,091), 17. Adjusted current year assessed valuation (231,134,336), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1104).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.0634
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.0630
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.0630
E. Maximum authorized levy the most recent voter approved rate 0.1000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.0630
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 247,280,626 + (b) 0 = 247,280,626
(Real Estate) (Personal Property) (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,061,370 + (b) 0 = 6,061,370
(Real Estate) Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) (Total)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 10,084,920 + (b) 0 = 10,084,920
(Real Estate) (Personal Property) (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

231,134,336

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 226,638,802 + (b) 0 = 226,638,802
(Real Estate) (Personal Property) (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

226,638,802



Form A

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Republic 09-039-0005 Lights
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation (1.9836%), 10. Increase in Consumer Price Index (CPI) (1.4000%), 11. Adjusted prior year assessed valuation (226,638,802), 12. (2020) Tax rate ceiling from prior year (0.0634), 13. Maximum prior year adjusted revenue (143,689), 14. Permitted reassessment revenue growth (1.4000%), 15. Additional revenue permitted (2,012), 16. Total revenue permitted in current year (145,701), 17. Adjusted current year assessed valuation (231,134,336), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.0630).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021

Informational Data

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling, Current year rate computed, Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy, Maximum authorized levy, Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year.

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation, Increase in Consumer Price Index (CPI), Adjusted prior year assessed valuation, (2020) Tax rate ceiling from prior year, Maximum prior year adjusted revenue, Permitted reassessment revenue growth, Additional reassessment revenue permitted, Total revenue permitted in current year, Adjusted current year assessed valuation, Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo.

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021

Informational Data

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Republic, 09-039-0005, Parks & Recreation

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.1110), Current year rate computed (0.1104), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.1104), Maximum authorized levy (0.2000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.1104).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (1.9836%), Increase in Consumer Price Index (CPI) (1.4000%), Adjusted prior year assessed valuation (226,638,802), (2020) Tax rate ceiling from prior year (0.1110), Maximum prior year adjusted revenue (251,569), Permitted reassessment revenue growth (1.4000%), Additional reassessment revenue permitted (3,522), Total revenue permitted in current year (255,091), Adjusted current year assessed valuation (231,134,336), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1104).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/13/2021

Informational Data

Item 5.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Republic, 09-039-0005, Lights.

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.0634), Current year rate computed (0.0630), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.0630), Maximum authorized levy (0.1000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.0630).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (1.9836%), Increase in Consumer Price Index (CPI) (1.4000%), Adjusted prior year assessed valuation (226,638,802), (2020) Tax rate ceiling from prior year (0.0634), Maximum prior year adjusted revenue (143,689), Permitted reassessment revenue growth (1.4000%), Additional reassessment revenue permitted (2,012), Total revenue permitted in current year (145,701), Adjusted current year assessed valuation (231,134,336), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.0630).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust.



County of **GREENE** State of Missouri

GREENE COUNTY COURTHOUSE
940 N BOONVILLE ROOM 113
SPRINGFIELD, MO 65802
(417) 868-4055

SHANE SCHOELLER
COUNTY CLERK

NOTICE OF 2021
AGGREGATE ASSESSED VALUATION
August 13, 2021

Per RSMo.137.245.3, I, Shane Schoeller, Greene County Clerk, do hereby certify that the following is the aggregate assessed valuation of the City of Republic in Greene County, Missouri, for the year 2021 as shown on the assessment lists on May 31, 2021 plus railroad and utility valuations as reported by the State Tax Commission.

1. Real Estate - Residential	\$	175,183,680
2. Real Estate - Agricultural		543,390
3. Real Estate - Commercial		61,880,760
4. Real Estate - Commercial/Local RRU		1,449,943
5. Real Estate - Commercial/State RRU		4,648,613
6. Personal Property		39,731,830
7. Personal Property - Local RRU		216,617
8. Personal Property - State RRU		856,519
Total	\$	284,511,352

Real Estate - New Construction Value \$ 5,722,920

Tax Increment Financing (TIF) District Value 0

Newly Added Territory \$ 10,084,920

Newly Separated Territory

Property Changed from Local to State - Real Estate

Property Changed from Local to State - Personal Property

This information is transmitted to you in compliance with R.S.Mo. § 67.110, which requires that notice be given and public hearings held before tax rates are set.

KAY BROWN

Item 5.



100 W. CHURCH ROOM 304 • OZARK, MO 65721
 Phone: 417-582-4340 • Fax: 417-581-8331
 kaybrown@christiancountymmo.gov

AUG. 1, 2021

REPUBLIC CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2021 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2021.

Real Estate County Valuations By Category:

Residential	3,349,450
Agricultural	350
Commercial	181,570

Real Estate County Total	3,531,370
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Real Estate State & Local RR/Utility Valuations:

Local RR/Utility	0
State RR/Utility	0

Real Estate RR/Utility Total	0
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GRAND TOTAL REAL ESTATE PROPERTY	3,531,37
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Personal Property Valuations:

County Personal	582,050
Local RR/Utility	0
State RR/Utility	0

GRAND TOTAL PERSONAL PROPERTY	582,05
-------------------------------	--------

GRAND TOTAL PROPERTY VALUATION	4,113,420
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The new construction real property amount included in the Real Estate Property total above is: 338,450

Sincerely,

A handwritten signature in cursive script that reads 'Kay Brown'.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-57 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a General Utility Easement Located on Property Owned by MM Highway, LLC, Also Known As Heart of America Park, in the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk
Karen Haynes, BUILDS Assistant Administrator

Date: August 17, 2021

Issue Statement

To vacate a property previously approved by Council with a vote of 8 Aye to 0 Nay on January 17, 2017. This ordinance was never signed by the Mayor or City Clerk and cannot be recorded without valid signatures.

Discussion and/or Analysis

The public hearing was published in the Springfield News Leader on December 16, 2016 and held at Planning and Zoning on January 9th, 2017. The vacation was then voted on by a count of 7 Aye to 0 Nay at said meeting. This bill was originally presented as Bill No. 17-07 and passed by a vote of 8-0 on January 17, 2017.

The Heart of America Park development proposed to relocate existing water and sanitary sewer infrastructure to clear land area for the location of a proposed new building. The design for the relocation of the pertinent infrastructure has already been approved by the city's Public Works Department and work will begin shortly on the decommissioning of the lines being replaced.

Once those existing lines are properly decommissioned and abandoned, the City will no longer have need for the general utility easement that contained them and which presents an encumbrance to the use of the land to the property owner. By approving this Bill, the City will authorize the vacation of that general utility easement in order to remove that encumbrance and allow the building project to proceed.

Additionally, this ordinance will, in part, serve as a contract between the City and the developer to secure the construction of the new infrastructure that will replace what is being decommissioned.

The vacation will be conditioned upon certification by the Public Works Director that the new infrastructure is complete and functioning properly.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC,
MISSOURI, VACATING A GENERAL UTILITY EASEMENT LOCATED ON
PROPERTY OWNED BY MM HIGHWAY, LLC, ALSO KNOWN AS HEART
OF AMERICA PARK, IN THE CITY OF REPUBLIC, MISSOURI

WHEREAS, the City of Republic, Missouri, (herein called the "City") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, an application for the vacation of a general utility easement containing municipally owned and operated water and sanitary sewer infrastructure has been received by the Community Development Department; and

WHEREAS, a notice of the date and time of all public hearings relating to the application of vacation of the general utility easement was published in the Springfield News Leader, a newspaper of general circulation in the City of Republic, Missouri, on Friday, December 16, 2016, at least fifteen days prior to said hearings; and

WHEREAS, the Planning and Zoning Commission of the City of Republic, Missouri, held a public hearing concerning the application of vacation of the general utility easement on Monday, January 9, 2017, after which the Commission rendered findings of facts and voted by a count of 7 Aye and 0 Nay to recommend the approval of the vacation to the City Council of the City of Republic, Missouri; and

WHEREAS, the City Council of the City of Republic, Missouri, held a public hearing concerning the application of vacation of the general utility easement on Tuesday, January 17, 2017; and

WHEREAS, the City Council did approve the vacation of the general utility easement conditioned upon the Heart of Americas provide acceptable financial security in an amount sufficient to secure the minimum required public improvements to replace the infrastructure being relocated for Heart of America Park; and

WHEREAS, such terms and conditions of this ordinance and Ordinance No. 17-04, as well as the application to vacate easement as are needed to from the contract between the parties shall be incorporated into the financial security instrument as the "contract" and is to be held by the Department of Public Works securing said public improvements; and

WHEREAS, upon the completion of said public improvements, the infrastructure located within the general utility easement subject to this application to vacate will be rendered inactive and unnecessary and will be decommissioned within the vacated general utility easement; and

WHEREAS, the general utility easement being vacated will no longer contain publicly owned or operated facilities.

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

Section 1. That the general utility easement described herein is hereby vacated and all interests of the public appurtenant to that easement are hereby relinquished upon the certification of the Public Works Director of the satisfactory completion of the replacement of municipal water and sanitary sewer infrastructure for Heart of America Park. (See attached Exhibit A incorporated herein for the description.)

Section 2. That upon the certification of the Public Works Director of the completion of said work, the City Clerk of the City of Republic, Missouri, is directed to record a certified copy of this ordinance with the Greene County Recorder ' s office.

Section 3. The City Council hereby finds and declares this ordinance constitutes an emergency for the reason that it necessarily relates to approval of Ordinance No. 17-04 and the terms thereof, therefore, this ordinance shall be in full force and effect from its date of passage.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

DocuSigned by:
Damon Phillips
11F90D87116B4F4...

Approved as to Form: _____, 8/11/2021, Damon Phillips, City Attorney

Final Passage and Vote: _____

EXHIBIT A

A PERPETUAL GENERAL UTILITY EASEMENT, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 02°19'46" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1608.55 FEET; THENCE NORTH 88°00'32N WEST, 1,207.79 FEET; THENCE SOUTH 01°52'58" WEST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 °52'58" WEST, 447.40 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA OF 89°28'28", AN ARC LENGTH OF 39.04 FEET, AND A CHORD WHICH BEARS SOUTH 42°51'16" EAST HAVING A CHORD DISTANCE OF 35.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°35'30" EAST, 13.86 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, A DELTA OF 30°09'59 111 AN ARC LENGTH OF 176.38 FEET, AND A CHORD WHICH BEARS SOUTH 72°30'31" EAST HAVING A CHORD DISTANCE OF 174.35 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, A DELTA OF 30°11'54", AN ARC LENGTH OF 139,67 FEET, AND A CHORD WHICH BEARS SOUTH 72°31'29" EAST HAVING A CHORD DISTANCE OF 13 8.06 FEET TO A POINT ON A LINE; THENCE SOUTH 02°22'34" WEST, 70.00 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, A DELTA OF 30°11 '54", AN ARC LENGTH OF 176.57 FEET, AND A CHORD WHICH BEARS NORTH 72°31'29" WEST HAVING A CHORD DISTANCE OF 174.53 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, A DELTA OF 30°09'59", AN ARC LENGTH OF 139.52 FEET, AND A CHORD WHICH BEARS NORTH 72°30'31" WEST HAVING A CHORD DISTANCE OF 137.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°35'30" WEST, 835.83 FEET; THENCE NORTH 02°24'30" EAST, 70.00 FEET; THENCE SOUTH 87°35'30" EAST, 701.96 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA OF 90°31'32", AN ARC LENGTH OF 39.50 FEET, AND A CHORD WHICH BEARS NORTH 47°08'44" EAST HAVING A CHORD DISTANCE OF 35.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°52'58" EAST, 446.50 FEET; THENCE SOUTH 87°57'16" EAST, 70.00 FEET TO THE POINT OF BEGINNING, AND Containing 2.6156 ACRES OF LAND, MORE OR LESS.



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-33 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Renewal of the Agreement with the Bank of Missouri to Provide Depository and Banking Services.

Submitted By: David Cameron, City Administrator

Date: August 17, 2021

Issue Statement

To authorize the renewal of the agreement with the Bank of Missouri to provide depository and banking services.

Discussion and/or Analysis

The City of Republic currently utilizes the Bank of Missouri as its depository and for banking services. The City has received excellent customer service and a very competitive interest rate on the monetary deposits held at the Bank of Missouri. The contract with the Bank of Missouri expired December 31, 2020. Staff is proposing to extend the banking contract through December 31, 2022.

The City of Republic will solicit for bids in 2022 for depository and banking services. The City has been under the contract with the Bank of Missouri since 2014 and being past the contracted period, feels it is necessary to bid this again in 2022 to ensure competitive rates and adherence to our purchasing policy.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 21-R-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE BANK OF MISSOURI TO PROVIDE DEPOSITORY AND BANKING SERVICES

WHEREAS, the City of Republic, Missouri, (herein called the "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, the City entered an agreement with the Bank of Missouri for providing the City with depository and banking services on March 24, 2014; and

WHEREAS, the City has previously authorized extending the initial agreement, most recently on December 11, 2018; and

WHEREAS, the agreement as most recently extended expired on December 31, 2020; and

WHEREAS, the City Council finds that the services provided by the Bank of Missouri to the City and its citizens have and should continue until December 31, 2022 so as to allow obtaining formal bids.

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

Section 1. That City Administrator David Cameron is hereby authorized to execute on behalf of the City of Republic, Missouri, an extension of the contract with the Bank of Missouri, until December 31, 2022, said letter to be substantially of the form attached hereto and incorporated herein.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 17th day of August 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to form:  _____, Damon Phillips, City Attorney

Final Passage and Vote: _____

2014-1037



Rev. 12/2013

Cash Management Services Online Banking Agreement

Initial Amendment

This agreement (the "Agreement") is between City of Republic ("Principal") and The Bank of Missouri ("Bank") for the delivery of the Cash Management System as described below.

Section 1. Definitions

Accounts: Any Commercial or Personal Account as included on the Cash Management Application and approved by the Bank in writing.

User: Any Individual that Principal has authorized the access and use of the Cash Management System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download Principal's information and process transactions.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The current balance of the Account minus holds, and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a member of the Cash Management System, Principal and User may request any of the services listed below. The specific services selected by the Principal are set forth in **ADDENDUM A** which Principal agrees may be updated from time to time.

- a. Perform Account inquires on Account data and transaction history on the Accounts.
- b. Initiate stop payment requests in accordance with **ADDENDUM F**. Principal understands the electronically transmitted stop-payment orders are pending final verification that check has not been processed and that stop-payment is valid. The Bank must receive the stop-payment order in time to allow the Bank reasonable opportunity to act on it before the stop-payment cut-off time which is one hour after the opening of the next banking day after the banking day on which the Bank receives the item.
- c. Request a wire transfer Principal and User understand that wire transfers received after the bank's cut-off time (1:00 p.m. Central Time) will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire Transfer requests must be made in accordance with the appropriate Wire Transfer Agreement, see **ADDENDUM E**.
- d. Send and receive message (to and from the Bank). Messages to the Bank will automatically be routed to appropriate Bank personnel/department. Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Bank. Principal and User are responsible to periodically check for messages sent to and from the Bank.
- e. Initiate transfers between any accounts set up within Cash Management with the exception of time accounts. Money market and savings accounts are limited to six pre-authorized automatic transfers or withdrawals per month. Transfers/withdrawals in excess of six may be subject to a fee.
- f. Principal is not permitted to transfer more than the available balance from deposit accounts.
- g. Initiate ACH transactions. ACH Principal understands that ACH transactions received must provide for a one business day lead prior to the effective due date. Transactions received after the Bank's cut off time (3:00 p. m. Central Standard Time) will not be processed until the following business day. ACH transactions must be in accordance with the appropriate ACH Origination Agreement, refer to **ADDENDUM B**.
- h. Perform Account Reconciliation.
- i. Principal can utilize any report functions for requested services.

Section 3. Acknowledge of Principal

- a. Principal and User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Cash Management System. As of the date of this Agreement, the necessary equipment includes:

IBM compatible PC with Windows 2000 or XP

Internet Explorer or Netscape Navigator with 128 bit encryption.

NACHA (National Automated Clearing House Assoc.) capabilities is required for various ACH capabilities.

Bank will notify Principal of changes in equipment requirements.

- b. Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.
- c. Principal will receive periodic electronic updates. Principal can receive a copy of the User's Manual upon request. The User's Manual can be accessed by Principal through the on-line help screen.
- d. Principal agrees to notify Bank promptly and in writing of any circumstances of which Principal has knowledge relating to any possession, use, or use of any portion of the Cash Management System and the User's Manual by an unauthorized person.

- e. Bank agrees to conduct initial training for the Principal to set up the initial security provisions for the Cash Management System. Bank is not responsible for Principal's actions or negligence in setting up Principal's security access to Cash Management System to appropriate employees and assigning User IDs to such appropriate employees. Principal and User will not make any passwords or User IDs available to any non-authorized persons. Bank offers a further security procedure under Cash Management whereby the Principal and the Bank can establish dollar limits for transactions (refer to Addendums). Bank and Principal agree that the password, User ID, and dollar limits security procedures provided under the Cash Management System are commercially reasonable and the parties further agree that transactions conducted under the password and User IDs shall be deemed to be authentic payment orders binding on the Principal. Principal is responsible for all transactions made through the User ID and password security system, regardless such transaction was authorized.
- e. Bank will not be liable for non-authorized use of the Cash Management System or for any losses that may result. Principal or User will notify Bank immediately if Principal or User believes that a Users ID and/or password has been used without Principal's permission.
- f. Principal and User will not disclose any information pertaining to its use or the components of the Cash Management System.
- g. Principal has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledges that this Agreement is in addition to any of these agreements and disclosures.
- h. Our Cash Management System is generally available to the Principal 24 hours a day, seven (7) days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 5:00 p.m. will be processed on the next business day. Holidays, which may include the eve of a holiday, are not included. Periodically the system may be down for system maintenance or circumstances beyond our control.
- i. Principal will continue to receive regular or electronic account statements that describe all transactions for the Accounts including the transactions that Principal has initiated through the Cash Management System. Principal is responsible to promptly review all statements and report in writing any irregularities to the Bank at once. For all electronic transactions governed by Reg. E, errors must be reported in writing within sixty (60) days; other discrepancies must be reported within thirty (30) days after the statement date.
- j. Principal acknowledges that fees for the Cash Management System will be paid monthly as disclosed on the Bank Cash Management System Fee Schedule, refer to **ADDENDUM D**. These fees are in addition to any fees and service charges currently being paid. Any pricing or policy changes adopted by Bank in future will constitute modifications or addends to the Agreement but will not nullify it.
- k. This Agreement shall continue until Bank receives written notification of Principal's revocation or until Bank advises Principal in writing that Bank will not continue this service for Principal. Termination by either party does not relieve Principal of its liability for transactions or responsibilities for payment of all fees incurred prior to termination.
- l. The Bank agrees to add/terminate services provided to the Principal within a reasonable time period after receipt by the Bank of written notice by the Principal, refer to **ADDENDUM A**.

Section 4. Acknowledgments, Responsibilities, and Liabilities of Bank

- a. Bank will provide training on use of Cash Management.
- b. Except for acts of gross negligence or willful breach of duties by Bank, Bank will not be liable to Principal for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.
- c. Bank makes no warranties or representations with respect to the Cash Management System software, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Section 5. Joint Acknowledge and Representations

- a. This agreement is governed by and will be interpreted under the laws of the State of Missouri.
- b. This agreement incorporates by reference all information on Principal's Account Application which Principal represents as true and complete in all respects.
- c. Principal has read and understands this Agreement and has had opportunity to review this Agreement with an advisor of its choice if so desired.

d. Upon occurrence of any overdraft incurred in the Accounts, Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any Account listed on the Account, Application, and (ii) withhold from processing any transaction generated on the Account (including Cash Management System generated) unit sufficient collected funds to cover such transaction have been credited to the Accounts.

e. Each party represents and warrants to the other that it is authorized to enter into this Agreement.

f. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

Section 6. Signatures

By signing below, the Principal hereby accepts and agrees to the terms and conditions of this Agreement.

Principal: **City of Republic**
Address: **213 N. Main Street**
Republic, MO 65738

Phone: **(417)732-3130**
FAX **(417)732-3149**
E-Mail **lguy-rice@republicmo.com**

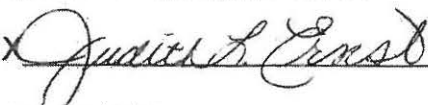
By: X  Title: Director of Finance
X N/A Title:

Date: **03/24/2014**

By the signature of Bank's authorized officer below, Bank hereby accepts the terms and conditions of this Agreement.

Location: **THE BANK OF MISSOURI**
520 E. Elm Street
Republic, MO 65738

Phone: **(417)732-4600**
FAX **(417)732-4640**
E-Mail **info@bankofmissouri.com**

By: X  Title: Senior Vice President

Date: **03/24/2014**

**Addendum A
Services**

Principal: City of Republic

1. This agreement, made this 24th of March, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.
2. Bank agrees to provide the services below selected by the Principal.
3. Principal agrees to provide the Bank with written notice if Principal wishes to modify services as stated below.

- Account Inquiry
- Transfers
- Outgoing Domestic Wire Transfers
- ACH Batch Origination
- Bill Payment
- Stop Payments

By initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: gfe
Date: **03/24/2014**

PRINCIPAL'S initials: CR
Date: **03/24/2014**

Addendum B

**THE BANK OF MISSOURI
 PREAUTHORIZED TRANSFER
 OF ELECTRONIC DEBITS AND/OR CREDITS
 (ACH) AGREEMENT**

THIS AGREEMENT IS MADE THIS 24th day of March, 2014 by and between City of Republic (the "Principal") and THE BANK OF MISSOURI (the "Financial Institution").

The Principal has requested that the Financial Institution permit it to initiate entries to accounts maintained at the Financial Institution and other financial institutions by means of its correspondent banks, the Mid-America Payment Exchange (MPX) and/or the National Automated Clearing House Association (NACHA). The Financial Institution has agreed to do so on the terms of this Agreement.

Now, therefore, the Principal and the Financial Institution agree as follows:

1. Rules. The Principal acknowledges receipt of a copy of the ACH Operating Rules (as amended from time to time, the "Rules"). The Principal agrees to comply with and be bound by the Rules. The Financial Institution agrees to inform the Principal of applicable revisions to the Rules of which the Financial Institution has knowledge.

2. Transmission of Entries; Security Procedures. The Principal will transmit all debit and credit entries to the Financial Institution at the location, on or before the deadlines, described on **Exhibit B** to the Agreement. The Principal will conform all entries to the format, content, and specifications contained in the Rules. The Principal and the Financial Institution will comply with the security procedures described in **Exhibit C** to the Agreement. The Principal authorizes the Financial Institution to transmit all entries received by the Financial Institution from the Principal in accordance with the terms of this Agreement, and to credit or debit such entries to the specified accounts.

3. Financial Institution Obligations. In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Principal which comply with the terms of the Agreement, including the security procedures.

4. Warranties. The Principal warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules to make with respect to entries originated by the Principal. Without limiting the foregoing, the Principal further warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it will be owing to the Principal from the party whose account will be debited, is for a sum specified by such party to be paid to the Principal, or is a correction of a previously transmitted erroneous credit entry; (c) the Principal will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Principal shall indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

5. Provisional Credit. The Principal acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

6. Settlement. The Principal will maintain an offset account with the Financial Institution at all times during the term of this Agreement. The Principal will maintain in the account, as of the applicable settlement date, available funds sufficient to cover all credit entries or all debit entries initiated by it. The Principal authorizes the Financial Institution to debit or credit its account on the applicable settlement date in the amount of each offset entry.

7. Cancellation or Amendment. The Principal shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Principal to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described on **Exhibit C** of the Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation.

8. Rejection of Entries. The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Principal is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Principal by telephone, e-mail or FAX of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an on-us entry, its effective entry date.

9. Notice of Returned Entries. The Financial Institution shall notify the Principal by e-notice or FAX upon receipt of a returned entry from the ACH originated item no later than one business day after the business day of such receipt. The Financial Institution shall have no obligation to re-transmit a returned entry if the Financial Institution complied with the terms of this Agreement with respect to the original entry.

- E-Notice (E-document registration required)
- Fax Number _____

10. Notification of Change. The Financial Institution will notify the Principal of all notification of changes received no later than two (2) business days after the receipt of the entries by U. S. mail, e-mail or FAX. The Principal agrees to make the changes submitted within six (6) banking days of the settlement date of the original entry or before the next "live" entry, whichever is later. If the Notification of Change is incorrect, the Principal will generate a refused notification of change and deliver it to the Financial Institution.

11. Reversals. The Principal may initiate reversing entries or files of entries as permitted by the Rules. In doing so, the Principal warrants that for file reversals, it has initiated the file(s) within five (5) banking days of the original file(s) and within twenty four (24) hours of discovery of the error. For reversing entries, they must be initiated within five (5) banking days of the original entry and the account holder of the reversing entry must have been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing entries and files, the Principal indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

12. Periodic Statement. The periodic statement issued by the Financial Institution for the Principal's account will reflect entries credited and debited to the Principal's account. The Principal agrees to notify the Financial Institution within a reasonable time, not to exceed thirty (30) days after the Principal receives a periodic statement, of any discrepancy between the Principal's records and the information in the periodic statement.

13. Fees. The Principal agrees to pay the Financial Institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as **Addendum A**. The Financial Institution may change its fees from time to time upon notice to the Principal.

14. Liability. The Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, punitive, or indirect loss or damage that the Principal may incur or suffer in connection with this Agreement. In addition, the Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, and other conditions beyond the Financial Institution's control.

15. Inconsistency of Name and Account Number: The Principal acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

16. Acknowledgement that Entries May NOT be Initiated in Violation of the Laws of the United States: The Principal acknowledges that it will not generate transactions that violate the laws of the United States, including the sanction laws administered by OFAC.

17. Termination: The Financial Institution may amend the terms of the Agreement from time to time by notice to the Principal. The Financial Institution reserves the right to suspend or terminate this Agreement immediately upon providing written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Financial Institution's rights or the Company's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Company with respect to services performed by the Financial Institution prior to termination. The Company may terminate this Agreement within ten (10) days notice. Such termination shall be effective on the second business day following the day of the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on **Exhibit D** to the Agreement. This Agreement shall be governed by and construed in accordance with the law of the state in which the Financial Institution is located.

THE BANK OF MISSOURI

By: *Judith A. Ernst* Title: SVP - Retail Deposit Manager

Date: 03/24/2014

Principal: City of Republic

By: *Laura J. K...* Title: Director of Finance

Date: 03/24/2014

Exhibit B**Delivery location:**

Tape, diskette or paper should be delivered to:
The Bank of Missouri
906 N. Kingshighway
Perryville, MO 63775

All FAX deliveries are to be sent to:
(573) 547-1826

Financial Institution Processing:

Tape, diskette, or paper should be delivered to The Bank no later than 3:00 pm; **TWO** business days prior to origination date.

Transmission should be received no later than 3:00 pm **ONE** business day prior to origination date.

If you generate your own entries, then you should complete the effective entry date field in the ACH batch header record with the banking day you would like the file to be settled.

A schedule of legal holidays is provided to the company to alert them to non-processing days at www.bankofmissouri.com.

Exhibit D

AUTHORIZED REPRESENTATIVES

THE BANK OF MISSOURI

James E. Hennemann
Chief Technology Officer

Marla Barber
Information Security Officer

Velma T. Sutterer
Deposit Administrator

Judith L. Ernst
Sr. Retail Deposit Manager

Martha J. Rollet
Chief Operations Officer

Jaime M. Reisenbichler
E-Banking Specialist

Principal: City of Republic

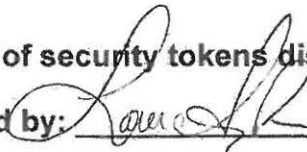
Name: Laura Guy-Rice
Title: Director of Finance

Name:
Title:

Name:
Title:

Name:
Title:

Number of security tokens distributed: 2 (341187870/341187871)

Received by:  DATED: 03/24/2014

Addendum E
Wire Transfer Agreement

The Bank of Missouri
Funds Transfer Agreement

THIS AGREEMENT is between The Bank of Missouri ("Bank") and City of Republic ("Customer"). In consideration of the mutual covenants contained herein, Bank and Customer agree as follows:

1. Wire Transfer Authorization. Customer hereby authorizes Bank to honor, execute and charge any designated deposit account maintained by Customer at Bank (whether one or more, the "Account") without limit as to amount (unless an amount limit is specified by Customer to Bank from time to time), any and all telephonic or other verbal request, or facsimile, or electronic transfer requests via the Bank's electronic banking system for the transfer of funds when such requests or orders (a) are received from a person identified as an authorized representative of Customer (an "Authorized Person"), and (b) are made in compliance with Bank's transfer procedures under this Agreement. Bank is authorized to transfer funds from an Account at the Bank (a) to any other specified deposit account maintained by Customer whether such account is with Bank or another financial institution; (b) to any deposit account of a third party whether such deposit account is with Bank or another financial institution, this would include transfers to an affiliated company with a similar but not identical name, as well as any movement of funds from Customer's account at the Bank to "Pay Upon Proper Identification" of any company, individual or representative of any company; or (c) for the account or for credit to Customer.

2. Security Procedures. (a) Customer agrees that Bank will assign to an Authorized Cash Management Administrator, a security ID and PIN, ("Personal Identification Number") or other security procedures (**Exhibit C**) which shall be used by such Authorized Person to initiate and authenticate funds transfer requests initiated via the Bank's electronic banking system, telephonic or other verbal transfer request. Bank shall be entitled to rely conclusively upon the authority of a person to make a transfer and issue other instructions to Bank if such person uses a Password and Personal Identification Number of an Authorized Person.

(b) Customer agrees to supply to Bank any additional forms or information which Bank may reasonably request including, but not limited to, transfer authority, accounts to be affected, dates of transfers, supplemental instructions and further evidence of any Authorized Person's authority to transfer funds or to do any other act contemplated hereunder.

(c) Customer agrees to promptly report to Bank by telephone and in writing any breach of confidentiality of any Password, Personal Identification Number, or other security procedures, and to notify the Bank of the termination of any Authorized Person from Customer's employment.

(d) Following the receipt of any request, Bank reserves the right to verify or authenticate any request for a transfer or other request by any means which Bank may deem

appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Customers agrees that if and when the Bank attempts to confirm transfers a delay may occur as a result of the Bank not being able to obtain an independent confirmation. Bank shall have no duty to verify or otherwise confirm electronic, telephonic or other verbal instructions before acting thereon. Bank shall not be liable for its refusal to honor any request or instruction if Bank in good faith is unable to satisfy itself that the request or instruction is given by an Authorized Person.

(e) Customer hereby agrees and consents to the security procedures set forth herein, and such security procedures as may be implemented by Bank from time to time. Customer acknowledges and agrees that such procedures are commercially reasonable.

3. Sufficient Funds. Customer represents that each Account to be debited will contain sufficient available or collected funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. But if the Bank does execute a transfer of funds that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

4. Recordation of Certain Transfer Orders. Bank may record all telephonic instructions received by Bank from Customer and may retain such recordings in accordance with Bank's policy relating to such recordings.

5. Examination of Records. Bank will make confirmations to Customer of all transfers made to or from its account at the Bank by mail or using other means designated by Customer. Customer shall maintain a hard copy record of each transfer request and shall compare its records with the confirmations provided by Bank within ten (10) days of receipt and notify the Bank of any discrepancies. Customer agrees to promptly examine bank statements for the Account. Customer agrees to report any discrepancies (a) between the records of the transfers shown on the statements for the Account and the transfers shown on the statement for any other deposit account of Customer, or (b) between the Customer's records of such transfers and any statement for the Account, in writing to Bank within sixty (60) days after statement date.

6. Obligation to Make Transfers. Bank agrees to make transfers and otherwise act upon requests made in compliance with this Agreement as promptly as is practicable having due regard for its volume of other transfer requests and shall incur no liability to Customer for delays in implementing instructions after such requests have been received by Bank. Bank shall have no liability to Customer for failing to make a transfer or failing to take any other action on or before any deadline contained in a request. Transfer instructions received after cut-off hours as Bank may from time to time establish may be honored as of the following Bank business day. Bank shall have no obligation to make any transfer unless the affected Account contains sufficient available or collected funds to cover such transfer. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Agreement. Bank shall promptly notify Customer that a transfer was delayed or not made.

7. Conflicting Demands. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, after notice to Customer, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act.

8. Time Limit. Unless otherwise prohibited by Article 4A of the Uniform Commercial Code, Customer may not bring any claim against the **Indemnified Parties** arising directly or indirectly out of this Agreement or the performance of the transfers contemplated hereunder more than one year after the cause of action accrued.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri and applicable federal laws.

10. Problem Areas. From time to time, Bank experiences various difficulties in transferring funds to certain countries ("**Problem Areas**"). Those difficulties include (but not by way of limitation) (a) excessive delay in applying funds, (b) incorrect application of funds, (c) disappearance of funds, (d) excessively slow response to inquires, or (f) government restriction on the transfer of such funds. Bank may identify such Problems Areas from time to time. Customer hereby acknowledges and assumes any expense in connection with such transfers, which may be incurred by Bank in addition to normal and customary charges. Customer is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals or agencies. Noncompliance may result in the delay of funds transfer, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

11. Foreign Currency. If a transfer (whether by Draft or otherwise) is in currency other than U. S. Dollars, the rate of conversion shall be according to Bank's then stated rate. If a transfer is in U.S. Dollars, but is to be converted by Correspondent to the currency of the place of payment, then such conversion shall be at Correspondent's conversion rate at time of payment.

12. Liability: Indemnities: Remedies. (a) Bank's only responsibility and liability to Customer from and against all liabilities, claims, losses, costs, expenses (including reasonable attorneys' fees and costs), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the "**Claims**") caused (including Claims caused by Bank's negligence or gross negligence), incurred, suffered by, or asserted against Bank arising out of or resulting, directly or indirectly, in connection with this Agreement or the transfer contemplated herein shall be to compensate Customer as expressly provided by the Uniform Commercial Code Article 4A; as adopted by the State of Missouri.

(b) Customer agrees to hold harmless, defend, and indemnify Bank, its officers, directors, agents, employees, and all persons in privity with it (the "**Indemnified Parties**") from and against any and all liabilities, claims, costs, expenses, losses and

damages of any and every kind (including reasonable attorneys' fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Customer in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph.

(c) Bank's limited responsibility and liability as set forth herein constitutes customer's sole and exclusive remedies under this agreement in lieu of all other remedies, whether expressed or implied and whether at law or in equity, and bank hereby disclaims, and customer waives (all claims for consequential damages and all claims regarding loss of revenue, income, profit, and use, or damages) and relinquishes customer's right to any other remedy and to all customer's claims. The extent of liability that may be imposed on Bank is limited strictly and solely to the circumstances and amounts as set forth above.

(d) Bank may use Correspondents or other agencies in connection with any transaction hereunder, but shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to Bank or to such Correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency.

13. Force Majeure. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Banks reasonable control.

14. Fees. Customer agrees to pay Bank's prevailing charges in effect from time to time for providing the services utilized hereunder and Bank may charge Customer's account therefore. Customer agrees to reimburse Bank upon demand if such fees are not paid in accordance with the terms hereof.

15. Term. This agreement may be terminated by either party upon not less than thirty (30) days written notice to the other, and any such termination shall be effective upon the date specified in such termination notice. Upon any breach of this Agreement by Customer, Bank may immediately terminate this Agreement upon written notice to Customer. No termination hereunder or expiration of this Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration.

16. Entire Agreement. This Agreement supersedes and acts to rescind all prior agreements between the parties with regard to the subject matter of this Agreement. Customer agrees that it has not relied on any statements, representations, agreements, or warranties except as expressed herein. Except as specifically provided herein, this Agreement can only be modified or amended by mutual written agreement of the parties.

17. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deleted, and the remainder of this Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained therein.

18. **Parties Bound.** This Agreement is a legal, valid, and binding obligation of Customer and Bank. For the purposes of this Agreement, "Bank" shall mean and include the officers, employees, agents, and representatives of Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; however, this Agreement may not be assigned by Customer without prior written consent of Bank.

19. **Notice.** Except as otherwise provided, all notices required or permitted under this Agreement shall be deemed to have been given (a) when delivered in hand by messenger or overnight courier service, (b) on the third banking business day when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below, or (c) upon receipt of an acknowledged facsimile transmittal. Either party may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

20. **Non-Waiver.** No delay or omission by either to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either party of any covenant to be performed by the other or any breach by the other shall not be construed to be waiver of any succeeding breach or of any other covenant.

21. **Title to paragraphs.** The titles to the paragraphs used in this Agreement are for reference purposes only and shall not be used to interpret the contents thereof.

EXECUTED as of **March 24th, 2014** by the duly authorized representatives of the parties hereto.

THE BANK OF MISSOURI

By: *Judith R. Ernst*
Title: SVP - Retail Deposit Manager

Principal: **City of Republic**

By: *Laurel R*
Title: Director of Finance

**Addendum D
Fee Schedule**

Principal: City of Republic

This agreement, made this 24th day of **March**, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.

1. Principal authorized Bank to debit Account to a pay monthly maintenance fee assessed according to the schedule below. Principal acknowledges that additional accounts opened and set up on Cash Management may alter their monthly maintenance fee.

2. Bank reserves the right to modify this fee schedule upon providing Principal with **30 days written notice**.

3. The following monthly base fee will be charged directly to the designated account as indicated on the Internet Banking Application.

\$14.95 - Expanded Online Banking

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token

\$24.95 - Enhanced Online Banking

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- ACH Batch Origination
 - Maximum of twenty-five (25) debit and/or credit entries per month
 - Additional ACH entries shall incur a charge of \$1.00 per debit and/or credit
 - Late or corrected batch files shall incur a charge of \$44.75 per batch
- Bill Payment
 - Twenty-five (25) per month
 - Additional shall incur a charge of \$0.50 per item
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token
 -

\$49.95 - Ultimate Online Banking

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- Outgoing Domestic Wire Transfers
 - Four (4) per month
 - Additional shall incur a charge of \$24.75 per wire transfer
- ACH Batch Origination
 - Unlimited debit and/or credit entries
 - Late or corrected batch files shall incur a charge of \$44.75 per batch
- Bill Payment
 - 25 payments per month
 - Additional shall incur a charge of \$0.50 per item
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token

By initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: *JL*
Date: **03/24, 2014**

PRINCIPAL'S initials: *PR*
Date: **03/24, 2014**

Exhibit C
The Bank of Missouri
Security Procedures

Wire Transfers

Telephone / FAX Initiated Wire Transfer Request to Bank Wire Clerk: Payment orders may be initiated by telephone / FAX by an authorized Principal representative. A FAX must contain the signature of the authorized Principal representative. Payment orders must be received prior to the Bank's cut-off time (currently 1:00 p.m. Central Time) of **expected date of payment order**.

Bank's standard procedure to verify principal representative's authorization for telephone / FAX initiated payment orders to Bank wire clerk consists of a callback whereby Bank telephones a second authorized Principal representative. This call back procedure will be used for all telephone / FAX payment orders unless Principal has specifically requested, in writing, that the Bank forego this practice. Bank will have no duty other than as stated herein to verify that a payment order was made by an authorized Principal representative.

Wire Transfer Request Initiated Via Cash Management - Principal will create a wire transfer request and add to the Wire Transfer Transmit List in the Cash Management System prior to the Bank's cut-off time (currently 1:00 p.m. Central Time) of **expected date of payment order**. The Wire Transfer functions are limited by authority assignment setup within the Cash Management System. User can perform wire transfer functions only if the User ID has process authority for the selected source account. To Transmit Wire Transfers the User's PIN must be entered in the required field. Invalid PIN entries will result in an unsuccessful wire transmission. Completed Wires simply indicates that the Cash Management User has successfully transmitted the wire. It does not insure the user that the bank has actually processed the wire through the Fed Wire system, but only that the wire has been entered into the system to be merged by the bank into the Fed Wire system.

Principal's Responsibilities for PINs, Passwords, Etc.

In addition to Section 3e (Acknowledge of Principal), Principal understands the responsibility for maintaining the confidentiality of all PINs, passwords and other devices used to protect the authenticity of a payment order. If the Principal has reason to believe that any PINs, passwords or devices have or may have become known by, or have or may become compromised by an unauthorized person (whether employed or not by Principal), Principal agrees to immediately notify Bank by telephone and agrees to confirm oral notification in writing to Bank within 24 hours. Bank will issue new PINs, passwords, etc to Principal in accordance with Bank's security requirements. Bank reserves the right to change PINs, passwords, etc at any time by giving reasonable prior notice to Principal.

The Bank acknowledges that ACH processing software has safeguard controls in place to insure that only authorized changes can be undertaken. Communication software provides security features such as encryption or authentication to secure data during the process of transmission.

Principal agrees to provide transmittal forms (with total entries, dollars, effective entry date, and signature, with a call back or voice response system for verification) if unable to transmit data, whereas a tape, paper, diskette, or other media of delivery is required.

**Addendum F
Stop Payment Agreement**

Principal: City of Republic

1. This agreement, made this 24th day of March, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.
2. Bank agrees to receive Principal request to initiate a stop payment order. Principal understands the electronically transmitted stop payment orders are pending final verification that check has not been processed and that stop payment is valid. The Bank must receive the stop-payment order in time to allow processing and to validate stop payment. The Bank must receive the stop-payment prior to cut-off time which is one hour after the opening of the next banking day after the banking day on which the Bank receives the item.
3. Principal agrees to hold the Bank harmless for all expenses, cost and attorney's fees incurred by the Principal as a result of refusing payment of said check. Principal further agrees not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight other than through lack of good faith or failure to exercise due care on the Bank's part. Stop payment orders placed will be effective for six months only from the first business date placed.
4. Principal understands there will be a fee assessed by Bank in connection with this stop payment, (as stated in the Bank's Schedule of Service Charges & Fees) and further understands that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from Principal the amount of the item, plus other damages.

By the initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: *J. Christ*

Date: **03/24/2014**

PRINCIPAL'S initials: *CR*

Date: **03/24/2014**



Netteller "IBA" Internet Banking Cash Management Application

Original Amendment

I (We) hereby authorize The Bank of Missouri to enroll the following company to have:

Cash Management Internet Banking Access (IBA) Service. (includes Token Security Device)

Company Information (Please type/print clearly)

Applicant Name City of Republic

Business Address 213 N. Main Street City Republic State MO Zip 65738

Business Phone 417-732-3130 FAX 417-732-3149 E-mail Address lguyrice@republicmo.com

Applicant Tax Identification #44-6000250

THE BANK OF MISSOURI Account Information

I (We) would like to access my (our) Bank of Missouri account(s) stated under the following Customer Information File Number(s).
I (We) understand this will automatically include any future accounts that I (We) open.

CIF# C091196 _____

Cash Management services to include:

WIRE TRANSFERS YES NO
MAXIMUM LIMIT \$ 100,000.00

ACH INITIATION YES NO
MAXIMUM LIMIT \$ 200,000.00

BILL PAYMENT YES NO

X. Laura J. Rice
Individual to be set-up as the Administrator

AUTHORIZED BY: Laura J. Rice

Disclosures received INTERNET BANKING SERVICES AGREEMENT
 ELECTRONIC FUNDS TRANSFER AGREEMENT

I (We) the undersigned certify that the information provided is true and correct. I (We) authorize The Bank of Missouri (The Bank) to verify any information included in this application and allow access to all the accounts listed above that I (we) may be a signer on. If approved, I (we) authorize The Bank to establish the requested Internet Banking Account service (Service). I (We) understand that the use of the Service is subject to the terms and conditions of the Electronic Funds Transfer Agreement provided upon implementation. I (We) understand that subscribing to the Service, or permitting another to use the Service, constitutes acceptance of the terms and conditions of the Electronic Funds Transfer Agreement. The Bank is authorized to debit the designated payment account opened by separate application and any applicable fees associated with the Service until the Service is canceled.

Authorized Signature(s): Laura J. Rice Date: 3/24/14
Title: City Clerk

Date: _____
Title: _____

FOR FINANCIAL INSTITUTION USE ONLY

Netteller ID #614500105731 # Tokens Distributed _____ Token Serial # (s) _____

Bill Payment Plan IV: CM Excess Bill Payment Items (\$0.50 each) - Charge Account # _____

Cash Management Service Plan: MU MB CM Cash Management Service - Charge Account # 1207296

Employee Initials JLE / ILS



CASH MANAGEMENT ACH ORIGINATION APPLICATION

Profile and Exposure Limit Request

Date: 03/24/2014
 Applicant: City of Republic
 Address: 213 N. Main Street
 Republic, MO 65738
 Phone: 417-732-3130
 Tax ID #: 44-6000250 CIF #: C091196
 Contact: Laura Guy-Rice
 Ownership: Corporation Partnership Joint Venture
 Limited Liability Co Proprietorship Parent Company

OFAC check completed: 02/25/2010

Under present management since:

Years in Business ^{1841 (?)} # of Employs ^{181 FTE} Seasonal ^(130 PT) Yes No

New Client Existing Client X [# of years 4]
 Satisfactory: Yes No [# of years

* Average Combined Deposit Balances over 6 month period: \$245,000.00

* Number of NSF's (days) last 12 months: 0 Return Items Yes No

** If new client attach supporting documents of above information.*

Other Relevant Comments: (reputation management integrity, indication of financial difficulties, etc)
Relationship was a certificate of deposit; service being requested through RFP.

If Credit Relationship: Credit Rating: [] (attach copy) If **Not:** Credit Code: []
Based on Credit Rating scale

INITIAL EXPOSURE LIMITS REQUESTED (PER BUSINESS DAY): \$

(Limit should not include exceptions i.e. bonuses, etc)

Routine Frequency: daily weekly bi-weekly monthly other (HSA)
 Debits Credits *QTRLY*

Type of Transactions (explain in detail): Payroll, Membership enrollment, etc.
Primarily payroll

METHOD OF INPUT: Transmission

The Bank will accept a diskette **only** in the event that the Company was unable to transmit.

SETTLEMENT: The transmitted file will include the offsetting entry (debit or credit).

Applicant (cont):



CASH MANAGEMENT ACH ORIGATION APPLICATION



Credit References:

Name:	Contact:	Phone:	Type of Business:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned hereby certifies that the information given in the foregoing statement is true and complete and is submitted for the purpose of obtaining ACH origination services. You are hereby authorized to obtain such information as you may require concerning foregoing statements which shall at all times remain the property of The Bank of Missouri.

Signatures of authorized representative(s) of the applicant:

X	<u>Leana Amy-Rin Lawrence</u> <small>Print Name</small>	<u>[Signature]</u> <small>Signature</small>	Title <u>Director of Finance</u>	Dated <u>3/24/2014</u>
X	_____	_____	Title _____	Dated <u> </u> / <u> </u> / <u>20 </u>
X	_____	_____	Title _____	Dated <u> </u> / <u> </u> / <u>20 </u>

Required Financial Information:

As stated in our ACH Origination Policy, The Bank of Missouri will consider only ACH origination applications supported by a full financial disclosure; two fiscal years of financial statements and an interim financial statement, including a balance sheet and a profit and loss statement. In addition, forecasts, aged account receivables and payable lists, appraisals of real estate of machinery and equipment, etc., may be required. No application will be considered unless required information is submitted and the above application is completed in its entirety.

Account Officer: [Signature] Date: 3/24/2014

Chief Lending Offcr: _____ Date: / / 20 ** [] Approved [] Declined

** (Subject to review of attached financial information and credit rating.)



CASH MANAGEMENT SWEEP AUTHORIZATION

ACCOUNT HOLDER:

City of Republic
213 N. Main Street
Republic, MO 65738
CIF # C091196

FINANCIAL INSTITUTION:

The Bank of Missouri
520 E. Elm Street
Republic, MO 65738

I (We) hereby authorize The Bank of Missouri (the Bank) to initiate debit and credit entries, further known as sweep transactions to and from the accounts indicated below in accordance with the Customer Agreement for Cash Management Service.

If this agreement changes any prior authorization between the Bank and the Company, the prior authorization is hereby cancelled, and our Company instructs you to follow this authorization.

This authorization is to remain in full force and effect until the Bank has received written notification from an authorized individual of the Company of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it.

PRIMARY ACCOUNT: # 1207318

Transfer from primary if the collected balance is = > \$ (minimum \$1.00)

To:

- Sequence # 1 Checking Account # / *Ceiling \$
 - Sequence # 2 Checking Account # / *Ceiling \$
 - Sequence # 3 Checking Account # / *Ceiling \$
- *Ceiling defaults to \$999,999,998 if left blank

Transfer to primary if the collected balance is < \$1.00 (minimum \$1.00)

From:

- Sequence # 1 Checking Account # 1207296 / *Ceiling \$
 - Sequence # 2 Checking Account # / *Ceiling \$
 - Sequence # 2 Checking Account # / *Ceiling \$
- *Ceiling defaults to \$999,999,998 if left blank

Billing Information: Account # 1207296

\$125.00 per month* - Cash Management Sweep (Single - C1)

\$250.00 per month* - Cash Management Combined Sweep (Multiple - C4)

* Fee will be applied to Account Analysis, if applicable, and has the potential of being absorbed with earnings credits

ACCOUNT HOLDER:

By: Laura Guy-Rice Title: Director of Finance
Laura Guy-Rice

Date: 03/24/2014

CASH MANAGEMENT SWEEP SERVICE AGREEMENT

City of Republic (the "Customer") and **THE BANK OF MISSOURI** hereby agree to establish a Cash Management Service for the Customer upon the following terms:

THE CUSTOMER AGREEMENT. As used in this document, "Agreement" means this document, "Customer Agreement for the Cash Management Service," together with The Bank of Missouri Authorization form which includes The Bank of Missouri fee schedule.

As part of The Bank of Missouri Cash Management Service, the Customer will maintain a checking account in the Customer's name with The Bank of Missouri (a "Checking Account"). The Checking Account (or each of them, if more than one) is governed by the terms and conditions set forth in The Bank of Missouri Deposit Agreement and Disclosures as amended from time to time. The terms and conditions of the Deposit Agreement and Disclosures are incorporated in this Agreement by reference.

TRANSFER OF EXCESS FUNDS. Within a reasonable time after the date The Bank of Missouri receives this Agreement properly executed by the Customer, and a Resolution authorizing the Customer's entry into the Agreement, amounts from the Checking Account will be transferred to and from the selected management account in accordance with the following procedures:

At the end of each banking day, upon the completion of process posting, The Bank of Missouri will determine the amount by which the collected balance in the Checking Account (or each of them if more than one) exceeds the target collected balance ("Target Balance") established jointly by The Bank of Missouri and the Customer. The initial Target Balance for each Checking Account is set forth in the Authorization Form. The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". The Excess Funds Amount will be applied to the selected management account options as indicated on The Bank of Missouri Authorization form.

If the Customer's business day-end collected Checking Account balance is less than the Target Balance, the amount of the difference, up to the Customer's available Management Account balance for that day will be transferred from the Customer's Management Account balance.

If the Customer has more than one Checking Account from which the Customer wishes to transfer funds under this Agreement, the Customer will specify in the Authorization Form a "Master Account". Separate transfers will be made with respect to each Checking Account. The Bank of Missouri will issue a consolidated monthly statement with regard to each transfer and reflecting the aggregate Excess Funds Amounts from all the Checking Accounts.

The Customer understands and agrees that the Target Balance may be adjusted periodically at the discretion of The Bank of Missouri. The Bank of Missouri will notify the Customer of any Target Balance adjustment.

The Bank of Missouri will have no liability to the Customer for lost income or otherwise if The Bank of Missouri is unable in its best efforts, to transfer the Excess Funds Amount pursuant to this Agreement, or because of the unavailability of any funds or for any other reason.

ASSIGNMENT. This Agreement may not be pledged, transferred or assigned by the Customer but may be assigned by The Bank of Missouri.

AMENDMENT UPON NOTICE. The Bank of Missouri has the right to amend this Agreement at any time, provided that any such amendment will take effect no earlier than 10 calendar days following the mailing by The Bank of Missouri regular mail to the Customer of a notice of the terms of such amendment.

ACCOUNT FEE. The Customer agrees to pay The Bank of Missouri a monthly fee in an amount as set forth in The Bank of Missouri Authorization (fee schedule) as it may change from time to time.

TERMINATION. Either the Customer or The Bank of Missouri may terminate this Agreement. Termination by the Customer shall be effective three business days after written notice of termination is received by The Bank of Missouri. Termination by The Bank of Missouri shall be effective three business days after written notice is hand delivered or mailed registered or certified mail, or by special courier, postage prepaid, to the Customer's address contained at the end of this Agreement.

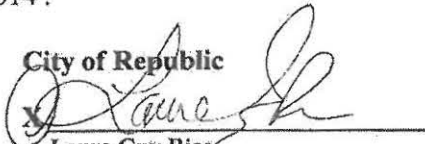
AUTHORITY. The Customer represents and warrants to The Bank of Missouri that all necessary corporate or other action required to authorize the Customer to enter into this Agreement has been taken, and is evidenced by the resolution attached to this Agreement, that the undersigned individual has full authority to execute this Agreement on behalf of the Customer, and that the execution and performance of this Agreement does not contravene the Customer's charter, bylaws, partnership agreement or any agreement to which the Customer is a party or by which it is bound. The Bank of Missouri represents and warrants to the Customer that necessary corporate or other action has been taken to authorize this Agreement, the undersigned individual has full authority to execute this Agreement on The Bank of Missouri's behalf, and this Agreement does not contravene its charter or bylaws.

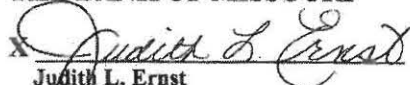
The Customer's funds that are invested in Repurchase Agreement are not a deposit and are not insured by the Federal Deposit Insurance Corporation. The Investment is subject to investment risk, including possible loss of the principal amount invested.

INDEMNIFICATION AND LIABILITY. If The Bank of Missouri refers this Agreement to its attorneys for collection or enforcement, the Customer shall pay The Bank of Missouri's attorneys' fees and other costs of collection or enforcement. The Customer shall indemnify, defend and hold The Bank of Missouri harmless from and against any and all claims of any person which might arise or result from, or in any way relate or pertain to, actions taken or not taken by The Bank of Missouri pursuant hereto. The Bank of Missouri shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions. The Customer agrees that The Bank of Missouri shall not be liable on account of any action, omission or information in connection with the transfers, except for The Bank of Missouri's gross negligence or willful misconduct.

MISCELLANEOUS. The foregoing terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. This Agreement will be governed by and interpreted, construed and enforced under the laws of the State of Missouri.

Accordingly, the Customer and The Bank of Missouri have executed this Agreement as of this 24th day of March, 2014 .

City of Republic

Laura Guy Rice
Director of Finance

THE BANK OF MISSOURI

Judith L. Ernst
Senior Vice President - Retail

REPUBLIC
MISSOURI
GROWING TOGETHER

2014-1037-02

November 29, 2016

Dwayne E. Green
VP/Branch Manager
The Bank of Missouri
520 E. Elm St.
Republic, MO 65738

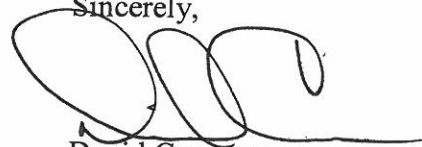
RE: Bank Services Agreement expiring December 31, 2016, and approved by Resolution 14-R-09 on February 24, 2014

Dear: Mr. Green:

The City Council of the City of Republic on November 28, 2016, authorized the extension of the above referred to agreement under the same terms and conditions to be extended from January 1, 2017 to December 31, 2018.

Please sign below and return a copy for our records.

Sincerely,



David Cameron
City Administrator

I accept the terms of this extension of the above agreement on behalf of The Bank of Missouri.

By Dwayne Green

Approved as to Form:

For Dickson
City Attorney

REPUBLIC
MISSOURI
GROWING TOGETHER

2014-1037-03

December 12, 2018

Mr. Dwayne E. Green
VP/Branch Manager
The Bank of Missouri
520 East Elm Street
Republic, MO 65738


RE: Bank Services Agreement expiring December 31, 2018, and approved by
Resolution No. 18-R-41 on December 11, 2018.

Dear Mr. Green:

The City Council of the City of Republic, Missouri, on December 11, 2018, authorized the extension of the above referred agreement under the same terms and conditions to be extended from January 1, 2019, to December 31, 2020.

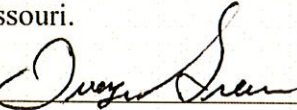
Please sign below and return a copy for our records.

Sincerely,

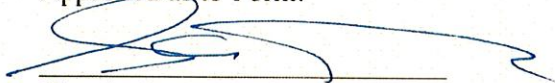


David Cameron
City Administrator

I accept the terms of this extension of the above agreement on behalf of The Bank of Missouri.

By  _____

Approved as to Form:



City Attorney

CITY OF REPUBLIC
213 North Main
Republic, Missouri 65738-1472
Phone: (417) 732-3100, Fax: (417) 732-3149
www.republicmo.com



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-34 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Approve the Contract for Interim City Attorney Damon Phillips, Pursuant to Republic City Charter.

Submitted By: David Cameron, City Administrator

Date: August 17, 2021

Issue Statement

To enter into a contract for City Attorney services until a full time City Attorney is hired.

Discussion and/or Analysis

The City of Republic has been utilizing counsel by Damon Phillips through KPW Law Firm. Mr. Phillips is providing Interim City Attorney services after the resignation of the previous City Attorney. This position has been posted; however, to ensure continuity of services, a contract needs to be executed with Mr. Phillips as the timeline for hiring a new City Attorney is currently unknown.

Mr. Phillips and his colleagues have provided responsive and quality work since their services have been utilized and are available as needed to staff for questions and document review.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI
AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE CONTRACT FOR
INTERIM CITY ATTORNEY DAMON PHILLIPS, PURSUANT TO REPUBLIC CITY
CHARTER**

WHEREAS, the City of Republic, Missouri, (herein called the "City") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, the City has been utilizing the services of Damon Phillips, through Keck & Phillips, LLC as the Interim City Attorney; and

WHEREAS, the original appointment distinguished between the Interim City Attorney positions for budget purposes and such distinction is no longer necessary; and

WHEREAS, such appointment is to be formalized by written contract.

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

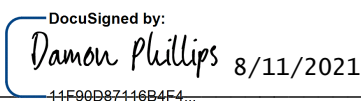
Section 1. Mayor Matt Russell is authorized to enter into a contract setting forth the terms and conditions of employment for the position of Interim City Attorney in substantially the form attached hereto.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 17th day of August 2021.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:  Damon Phillips, Interim City Attorney

Final Passage and Vote: _____

AGREEMENT FOR ATTORNEY SERVICES

1. IDENTIFICATION OF PARTIES:

This agreement is made between KECK & PHILLIPS, LLC, (ATTORNEY) and CITY OF REPUBLIC, MISSOURI. (CITY).

2. LEGAL SERVICES TO BE PROVIDED:

ATTORNEY, through Damon Phillips and licensed attorneys, will perform the duties of the City Attorney and provide such general counsel and additional legal services as directed by CITY until such time as CITY determines to retain other counsel or on termination of this Agreement by either party.

3. RESPONSIBILITIES OF ATTORNEY AND CITY:

ATTORNEY will provide the legal services called for under this Agreement, keep CITY informed of progress and developments, and respond promptly to CITY inquiries and communications. CITY will keep ATTORNEY reasonably informed of developments, and respond promptly to ATTORNEY inquiries and communications, and make timely payment as required by this Agreement.

4. ATTORNEY'S FEES:

CITY will pay ATTORNEY for the legal services provided under this Agreement:

- \$150.00 per hour plus costs and expenses;
 - Said rate will be calculated in tenth of an hour increments;
- Said total is not to exceed \$60,000.

ATTORNEY will charge for all activities undertaken in providing legal services to CITY under this Agreement including but not limited to preparation and review of correspondence and legal documents (review and preparation); legal research; and electronic mail; and telephone conversations.

INVOICES TO BE SENT TO:

City of Republic, Missouri
 Attn: City Administrator
 213 North Main Ave
 Republic, Missouri 65738

5. COSTS:

To the extent costs associated with representation (such as, but not limited, filing fees, transcripts, and the like) are not paid directly by CITY, costs may be advanced by ATTORNEY and then billed to CITY.

6. DISCLAIMER OF GUARANTY:

Although ATTORNEY may offer an opinion about possible results regarding the subject matter of this Agreement, ATTORNEY cannot guaranty any particular result. CITY

acknowledges that ATTORNEY has made no promises about the outcome and that any opinion offered by ATTORNEY in the future will not constitute a guarantee.

7. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

8. SEVERABILITY:

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

9. MODIFICATION BY SUBSEQUENT AGREEMENT:

This Agreement may only be modified by subsequent agreement of the parties in writing.

10. PUBLIC ENTITY/OFFICER DEFENSES:

In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of CITY's defenses, including those of any elected or appointed officer, employee, or agent of CITY, with regard to sovereign immunity, governmental immunity, or individual or official immunity under federal or state constitutions, statutes, and/or laws.

11. CONTINGENT ON FUNDS:

This Agreement is contingent upon the CITY having sufficient funds available for the subject of this Agreement. ATTORNEY shall have no right of action against CITY in the event CITY is unable to perform its obligations under this Agreement as a result of insufficient funds.

CITY OF REPUBLIC, (CITY)
MISSOURI
Matthew Russell, Mayor

Date

Attest: Laura Burbridge, City Clerk

KECK & PHILLIPS, LLC (ATTORNEY)
By: Damon S. Phillips

Date



AGENDA ITEM ANALYSIS

Project/Issue Name: 21-R-35 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Request Allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act.

Submitted By: David Cameron, City Administrator

Date: August 17, 2021

Issue Statement

To accept an allocated \$3.12 million in funding from the American Rescue Plan Act.

Discussion and/or Analysis

On March 11, 2021, President Biden signed into law the American Rescue Plan Act. This Act designated \$65.1 billion dollars to municipalities throughout the United States. Of that, \$1.272 billion has been designated to the State of Missouri, who then distributes those funds throughout the municipalities within the state. The State of Missouri has allocated \$3.12 million dollars for the City of Republic.

These funds can be utilized for infrastructure projects, park improvements, and other needs related to the COVID-19 impact on the City. Proposed uses of these funds include:

- \$200,000.00-IT upgrades (Firewall/VPN upgrades-to include securing the Wastewater Treatment Plant, Keyless Entry updates, and Watchguard Server Update to account for additional Police Officers)
- \$700,000.00-Parks (\$300,000 for JR Martin improvements where COVID-19 safe drive-through events occur and \$400,000.00-for lost revenue due to COVID-19)
- \$300,000.00-ADA Compliance for handicap access to Police/Court Building Doors, HVAC updates, and PPE.
- \$1,920,000.00-McElhanev Lift Station Upgrades
- \$3,120,000.00 Total Allocated Funds

Recommended Action

Staff recommends approval.

RESOLUTION 21-R-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO REQUEST ALLOCATION OF
LOCAL FISCAL RECOVERY FUNDS FROM THE AMERICAN RESCUE PLAN ACT
AND SPECIAL REVENUE FUND**

WHEREAS, the City of Republic, Missouri, (herein called the "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the American Rescue Plan Act ("ARPA") was signed into law by President Biden on March 11, 2021; and

WHEREAS, ARPA allocates \$65.1 billion dollars to municipalities, \$1.272 billion of which is designated for municipalities in Missouri; \$3.2 million of which has been designated for allocation to the City of Republic; and

WHEREAS, the ARPA funds received must be expended in accordance with certain legal requirements, including those of the Charter and ARPA; and

WHEREAS, the Council finds application for Local Fiscal Recovery Funds from ARPA is in the best interest of the City as it will address the negative economic impacts from the COVID-19 health emergency and may result in considerable infrastructure improvements to the City for our community; and

WHEREAS, the Council finds that ARPA funds and expenditures should be maintained and accounted for in a special revenue fund;

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

- Section 1. City Administrator David Cameron is authorized to apply, on behalf of the City, for Local Fiscal Recovery Funds from the American Rescue Plan Act.
- Section 2: The City will create a special revenue fund for receipt of the funds and for purposes of tracking approved transactional activities.
- Section 3: There shall be no expenditure of ARPA funds received absent express authorization pursuant future ordinances, resolutions, or rules and regulations, as required.

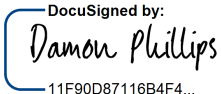
PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 17th day of August 2021.

Matt Russell, Mayor

RESOLUTION 21-R-35

ATTEST:

Laura Burbridge, City Clerk

Approved as to form:  8/11/2021, Damon Phillips, City Attorney

Final Passage and Vote: _____

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.