



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 21, 2022 at 6:00 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Vacant, Ward III
Vacant, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Mayor's Announcements

1. Reappointment of Kevin Corner, Linn MacDonnold, and Sue Watkins to the Housing Authority for a 4 Year Term.

Citizen Participation

Consent Agenda

2. Approve June 7, 2022 City Council Minutes.
3. Approve May Vendor List.
4. 22-R-28 A Resolution of the City Council Awarding the Bid for a Replacement Miniature Excavator to Potter Equipment.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|---------------|
| Board of Adjustment Meeting | July 7, 2022 |
| Planning & Zoning Meeting | July 11, 2022 |
| City Council Meeting | July 19, 2022 |
| City Council Meeting | July 26, 2022 |

Old Business and Tabled Items

5. 22-35 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3B Subdivision.
6. 22-36 An Ordinance of the City Council Approving the First Addition Final Plat of the Oakwood Heights Subdivision.
7. 22-37 An Ordinance of the City Council Amending Title I Government Code, Chapter 105 Elections, Article 105-II Wards, Section 105.070 Ward Boundaries, Establishing New Boundaries for City Council Wards Based on the 2020 Decennial Census.
8. 22-38 An Ordinance of the City Council Approving the Execution of a Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for Development of the Iron Grain District.

New Business (First Reading of Ordinances)

9. 22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).

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 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

[10.22-40](#) An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.

[11.22-41](#) An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.

Other Business (Resolutions)

[12.22-R-29](#) A Resolution of the City Council Approving a Preliminary Plat for Olde Savannah Phase 4, a Residential Subdivision Consisting of Approximately Twenty-Nine Point Five (29.5) Acres Located at East Williamsburg Way and South Farm Road 89.

[13.22-R-30](#) A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2022-2023.

[14.22-R-31](#) A Resolution of the City Council Approving the Audit Report for the Fiscal Year Ending December 31, 2021.

[15.22-R-32](#) A Resolution of the City Council Appointing the City Administrator as the City's Primary Regional Broadband Initiative Board Member and BUILDS Department Administrator Andrew Nelson as the City's Alternate RBI Board Member.

[16.22-R-33](#) A Resolution of the City Council Declaring Conditional Consent to the Dissolution of the Savannah Heights Phase One Property Owners Association, Inc.

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



CERTIFICATE OF APPOINTMENT

to

Housing Authority

Kevin Corner

By The Republic City Council

Date of Appointment

June 21, 2022-June 20, 2026

Matt Russell

Mayor



CERTIFICATE OF APPOINTMENT

to

Housing Authority

Sue Watkins

By The Republic City Council

Date of Appointment

June 21, 2022-June 20, 2026

Matt Russell

Mayor



CERTIFICATE OF APPOINTMENT

to

Housing Authority

Linn MacDonnold

By The Republic City Council

Date of Appointment

June 21, 2022-June 20, 2026

Matt Russell

Mayor



REPUBLIC
MISSOURI

MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
June 07, 2022 at 6:00 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Vacant, Ward III
Vacant, Ward IV

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 Eric Franklin, Garry Wilson, Eric Gerke, Gerry Pool, Chris Updike, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, Assistant City Administrator Jared Keeling, Police Chief Brian Sells, Finance Director Meghin Cook, Chief of Staff Lisa Addington, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Fire Chief Duane Compton, Engineering Manager Garrett Brickner, IT Director Chris Crosby, 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.

Proclamation

1. Council Member Deichman Remembrance Day.

Mayor Russell presented the proclamation to Council Member Deichman's sister Carolyn Booher.

Citizen Participation

Mayor Russell opened citizen participation at 6:04 p.m.

Earline Minier, 124 E Brooks St., asked if the yard waste schedule was back to one day a month. Ms. Minier asked if we could increase it as it is a big need. Andrew Nelson responded that it was open throughout May for the spring cleanup, but due to the rain, may not have been able to be utilized fully. Mr. Nelson added this is something we can look at adding for this month.

David Simmons, 2979 N York Ave. Brookline, reported his neighborhood lost 911 service between the hours of 6:40 a.m. and 9:00 p.m. due to the volume of workers in the area. He reached out to AT&T and they said the lines are beyond repair. His neighbors switched cell providers or found alternate internet. Mr. Simmons asked if the city could help them be able to utilize 911 services. Mayor Russell directed Mr. Simmons to Andrew Nelson for follow up after he has a chance to look into it.

Mayor Russell closed citizen participation at 6:08 p.m.

Consent Agenda

Motion was made by Council Member Wilson and seconded by Council Member Franklin to approve the consent agenda. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

2. Approve May 17, 2022 City Council Minutes.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|---------------|
| Planning & Zoning Meeting | June 13, 2022 |
| City Council Meeting | June 21, 2022 |
| Board of Adjustment Meeting | July 7, 2022 |
| Planning & Zoning Meeting | July 11, 2022 |

Old Business and Tabled Items

3. **22-34 An Ordinance of the City Council Approving the Final Plat of the Mason Ridge Phase 1 Subdivision.**

Motion was made by Council Member Franklin and seconded by Council Member Pool to have the second reading of Bill 22-34 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Pool motioned for the passage of Bill 22-34. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

4. **22-35 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3B Subdivision.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 22-35 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

5. **22-36 An Ordinance of the City Council Approving the First Addition Final Plat of the Oakwood Heights Subdivision.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 22-36 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

6. **22-37 An Ordinance of the City Council Amending Title I Government Code, Chapter 105 Elections, Article 105-II Wards, Section 105.070 Ward Boundaries, Establishing New Boundaries for City Council Wards Based on the 2020 Decennial Census.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 22-37 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

7. **22-38 An Ordinance of the City Council Approving the Execution of a Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for Development of the Iron Grain District.**

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the first reading of Bill 22-38 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool,

Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

8. **22-R-27 A Resolution of the City Council Approving Billing Adjustments Relating to Sewer Services Provided Between November 2021 and March 2022.**

Motion was made by Council Member Updike and seconded by Council Member Mitchell to approve Resolution 22-R-27. Meghan Cook provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron recognized the Strafford City Administrator, Martha Smart, for coming to our meeting, adding he was impressed she came on a night off. Mr. Cameron reported she is doing a great job in Strafford, solicits feedback, and looks to learn and grow.

City Administrator David Cameron thanked Justin Skiles and everyone investing in our community. Mr. Cameron referenced Mr. Skiles' project off Miller Road, adding this is his first time being in our community. Mr. Cameron added we will do our absolute best to help promote that development and look forward to seeing that project and partnering in the future.

City Administrator David Cameron thanked Randy Magers, Shannon Handwerker, their staff, and team for the work to get to terms on the Iron Grain Agreement. Mr. Cameron added Derek Lee has been fantastic to work with; working with MoDOT, staff, and maneuvering the uncertainty with the market.

City Administrator David Cameron congratulated City Utilities for opening their new substation at the Brookline Park. This is a ten million dollar investment that shores up infrastructure in the area. The land was previously owned by City and was sold to them in 2015 for \$188,000.00. Mr. Cameron added City Utilities has been a fantastic partner and allowed us to use the land for parking for the GotMud? Run. Mr. Cameron congratulated them on the investment in the region, adding this grows our capacity.

City Administrator David Cameron updated Council on the Regional Broadband Initiative Board, noting they should have their bylaws adopted and are in the selection phase, down to 2 options. The cities need to vote on a vendor and in 90-120 days (by late fall or early winter) we should have some numbers to report.

City Administrator David Cameron reported he was in Jefferson City last week seeking funding for the Wastewater Treatment Plant. Mr. Cameron reported in the house bill, we were allocated twenty-five million dollars. This is on the Governor's desk for signature, and we won't celebrate until it is signed. Mr. Cameron added he appreciates the work done to secure this funding.

City Administrator David Cameron noted the vacant seats on Council will be filled after the ward redistricting is finished. Mr. Cameron added he and Mayor Russell will interview candidates and bring recommendations to Council in July.

City Administrator David Cameron spoke to Carolyn Booher, Council Member Deichman's sister. Mr. Cameron noted Jim Deichman was a great Council Member and good friend. He was at Mr. Cameron's house many times and talked about his health struggles. Mr. Cameron added that Mr. Deichman loved the staff and cared about public safety, adding Information Technology was his place and he was proud to be part of bringing Tyler software to the City and getting rid of Summit. Mr. Cameron noted Mr. Deichman loved his cat, sister, and wife; standing by Marsha until she passed. He loved this Council and will be greatly missed. Mr. Cameron expressed his appreciation of Mr. Deichman's service on Council,

noting he would show up with a list at lunch of questions or concerns. Mr. Cameron expressed his appreciation of Mr. Deichman's service as Mayor Pro Tem, noting he shook the entire time he ran the meeting. Mr. Deichman is now at peace and reunited with his wife. Mr. Cameron told Ms. Booher to let us know if she needs anything.

Council Member Mitchell noted it is not easy to sit up here and Council Member Deichman was calming for her and helped her with the computer. Mrs. Mitchell added she is going to miss him.

Council Member Franklin referenced a memory with Mr. Deichman in 2017. Mr. Franklin was eating lunch at the Senior Center and Mr. Deichman and Marsha offered a seat with them. Mr. Franklin noted Mr. Deichman's kind heart, adding he appreciated all he did for us and the sacrifice his family made in sharing his time us.

Mayor Matt Russell noted he has been thinking a lot about what he would say about Mr. Deichman. Mayor Russell added he sat next to Mr. Deichman his first night on Council and Mr. Deichman gave him hints immediately. He was a teacher and was patient. Mayor Russell shared the last lesson he taught him was when he got the message he passed away. Mayor Russell realized how short life can be and how much we need to love the ones around us. This last lesson was to be better and love harder. Mayor Russell thanked Mr. Deichman's sister, Carolyn Booher since he isn't here to be thanked. Mayor Russell thanked her for being here tonight.

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.

Motion was made by Council Member Franklin and seconded by Council Member Updike at 6:41 p.m. to go into Executive session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record. The vote was 6 Aye-Wilson, Gerke, Updike, Franklin, Pool, and Mitchell. 0 Nay. Motion Carried.

Motion was made by Council Member Updike and seconded by Council Member Franklin to adjourn the meeting at 7:00 p.m. The vote was 5 Aye-Franklin, Updike, Wilson, Gerke, and Mitchell. 0 Nay. Motion Carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



City of Republic

My Vendor Audit Report

Item 3.

For Date Range 05/01/2022 - 05/31/2022

| Vendor | Added | Added User | Deleted | Deleted User |
|--|------------|--------------|---------|--------------|
| 07847 - Jett Belk | 05/02/2022 | SHERRI WOODS | | |
| 07848 - Merideth Swain | 05/02/2022 | SHERRI WOODS | | |
| 07849 - Nathanael Marcus Hicks | 05/04/2022 | SHERRI WOODS | | |
| 07851 - Jason John Farley | 05/05/2022 | SHERRI WOODS | | |
| 07852 - Tri-Foxco USA Inc | 05/10/2022 | SHERRI WOODS | | |
| 07853 - Rick L Geiger | 05/11/2022 | SHERRI WOODS | | |
| 07854 - Billings Fire Protection District | 05/11/2022 | SHERRI WOODS | | |
| 07855 - Insurance Physicals LLC | 05/11/2022 | SHERRI WOODS | | |
| 07856 - Family Heirlooms Inc | 05/16/2022 | SHERRI WOODS | | |
| 07857 - Hayden Machinery Inc | 05/17/2022 | SHERRI WOODS | | |
| 07858 - Clayton Cribbs | 05/18/2022 | SHERRI WOODS | | |
| 07859 - Green Pro Solutions | 05/18/2022 | SHERRI WOODS | | |
| 07860 - Southwest Distributors LLC | 05/18/2022 | SHERRI WOODS | | |
| 07861 - Mercy Clinic Springfield Communities | 05/19/2022 | SHERRI WOODS | | |
| 07862 - Adolph Kiefer & Associates LLC | 05/23/2022 | SHERRI WOODS | | |
| 07863 - Missouri Municipal Attorneys Association | 05/24/2022 | SHERRI WOODS | | |
| 07864 - CareNow Urgent Care LLC | 05/25/2022 | SHERRI WOODS | | |
| 07865 - Lori Brown | 05/25/2022 | SHERRI WOODS | | |
| 07866 - MWI Veterinary Supply Co | 05/25/2022 | SHERRI WOODS | | |
| 07868 - Chris Straw Consulting LLC | 05/25/2022 | SHERRI WOODS | | |
| 07869 - Eric M Smith | 05/31/2022 | SHERRI WOODS | | |
| 07870 - Diana Lynn Sheridan | 05/31/2022 | SHERRI WOODS | | |
| 4612 - Jeffry Peterson LLC | | | | |

Vendor Count: (23)



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-28 A Resolution of the City Council Awarding the Bid for a Replacement Miniature Excavator to Potter Equipment.

Submitted By: Jason Davis, Operations Manager

Date: June 21, 2022

Issue Statement

The BUILDS Department is requesting to purchase a new CX60C Case Miniature Excavator to replace the CX57C Case Miniature Excavator that was vandalized in January 2022 while parked on the job site of the new BUILDS building.

Discussion and/or Analysis

After being found inoperable, the miniature excavator was transported to Potter Equipment for maintenance service. It was while being serviced by their mechanics that evidence was found of water being poured into the hydraulic system, which caused catastrophic failure. The damage was deemed too significant and beyond repair. A Property Damage Appraiser (PDA) inspected the unit and assessed the damage at a value of \$49,779.60. The appraiser also obtained bids on the value of the equipment from three (3) vendors with an average bid price of \$54,166.00.

Our insurance provider offered us \$54,160 toward the settlement of the claim, plus \$225 for towing and \$1,694.20 for the repairs completed before being deemed irreparable. Net payment toward the purchase of a new miniature excavator came to \$53,585.20, after our \$2,500 deductible. Sealed bids for a new miniature excavator were obtained in March 2022 with Potter Equipment being awarded the winning bid at a cost of \$74,950.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-28

A RESOLUTION OF THE CITY COUNCIL AWARING THE BID FOR A REPLACEMENT MINIATURE EXCAVATOR TO POTTER EQUIPMENT

WHEREAS, the City of Republic, Missouri, (“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 needs a new CX60C Case Miniature Excavator (“Miniature Excavator”), to replace the CX57C Case Miniature Excavator that was deemed beyond repair after being vandalized; and

WHEREAS, in March 2022, the City solicited sealed bids for the new Miniature Excavator; and

WHEREAS, upon receipt and review of the bids submitted, all of which have been placed on file with the City Clerk, the City determined Potter Equipment to be the lowest responsible bidder; and

WHEREAS, the cost of the new Miniature Excavator is approximately \$74,950; and

WHEREAS, the Council finds that purchase of the Miniature Excavator will improve the scope and quality of services the City offers to its citizens, and desires to accept the lowest responsible bidder for the Miniature Excavator.

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

- Section 1. The submitted bid from Potter Equipment, attached hereto as “Attachment 1” and incorporated herein, is accepted for sale of the new CX60C Case Miniature Excavator to the City, at a price not to exceed \$75,000 (exclusive of applicable taxes).
- Section 2. The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3. The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

RESOLUTION NO. 22-R-28

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



R E P U B L I C
BUILDS
Public Works • Community Development

The City of Republic’s BUILDS Department is requesting sealed competitive bids on a new Mini Excavator. Below is a list of equipment specification that are required for this unit. Comparable units will be the Case CX60C or the Caterpillar 308 CR. Please contact Jason Davis (417) 732-3401 with any questions.

| | |
|---------------------------------------|--|
| Tier 4 60 HP or greater Diesel Engine | |
| 2 Speed | |
| Enclosed Cab with Heat & Air, Radio | |
| Rubber Tracks or Steel w/ pads | |
| Standard Blade | |
| 2-way Auxiliary Hydraulics | |
| Long Arm w/ Thumb Bracket | |
| Beacon & Rear Auxiliary Work Lights | |
| Counterweight | |
| Linkage with Hooks | |
| Travel Arm | |
| Digging Depth of 13ft or greater | |
| Operating Weight = 13,400 or greater | |
| | |

Jason Davis
Operations Manager, BUILDS Dept
204 N Main, Republic Mo 65738
(417) 732-3401 jasondavis@republicmo.com

SALES QUOTATION



Potter Equipment Co., Inc.

Springfield Missouri 65807
Phone 417 862 9275 Fax 417 862 2025

58

Customer Name City of Republic

Address 213 N. Main Street
Republic , Mo. 65738

Telephone 417-732-3400

Date March 25, 2022

| QTY. | DESCRIPTION | |
|----------|---|----------|
| 1 | New 2022 Case CX60C Mini Excavator | \$74,950 |
| | Options Include; Tier 4 64 Hp Diesel Engine | |
| | Enclosed Cab with Heat & AC. Radio . | |
| | 2 Speed | |
| | Rubber Tracks | |
| | 2 way Auxillary Hydraulics with Proportional Joystick | |
| | Long Arm with Thumb Bracket | |
| | Beacon Light | |
| | Linkage with hook | |
| | Rear Auxillary Work Lights | |
| | Counterweight | |
| | Standard Dozer Blade | |
| | Travel Alarm | |
| | Maximum Digging Depth 13' | |
| | Operating Weight = 13,400 Lbs. | |
| | Pricing reflects NASPO discount structure. | |

Total Price \$74,950.00

| | |
|---------------------------|------------------------------------|
| Trade-in Unit None | |
| Serial # _____ | Cash and/or trade difference _____ |
| Year _____ | |
| Trade allowance _____ | |

Trade-in allowance

Sales tax Exempt

TOTAL \$74,950.00

Bill Ellsworth 880-2354



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-35 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3B Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: June 21, 2022

Issue Statement

The City of Republic’s BUILDS Department received an Application for Olde Savannah Phase 3B Final Plat on May 23, 2022.

Discussion and/or Analysis

The Final Plat of Olde Savannah Phase 3B will legally divide approximately seventeen point zero one (17.01) acres of land into sixty-three (63) residential lots and includes the dedication of Right-of-Way and Utility Easements. The Final Plat includes approximately (3880) linear feet of street and (6215) linear feet of sidewalk.

The Final Plat of Olde Savannah Phase 3B conforms to the Preliminary Plat approved by City Council on July 20, 2021.

The Technical Review Team has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of Olde Savannah Phase 3B Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
THE OLDE SAVANNAH PHASE 3B SUBDIVISION**

WHEREAS, the City of Republic, Missouri, (“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, on July 20, 2021, the City Council approved the preliminary plat of the Olde Savannah Phase 3B Subdivision (“Phase 3B Subdivision”) in Resolution 21-R-31; and

WHEREAS, on May 23, 2022, the BUILDS Department received an application for review and approval of the Final Plat of Phase 3B Subdivision; and

WHEREAS, the BUILDS Department has reviewed the Final Plat of Subdivision Phase 3B and has determined substantially conforms to the requirements of the Development Plan, the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

- Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Final Plat of Subdivision Phase 3B have been met.
- Section 2:** That the Final Plat of Subdivision Phase 3B, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Subdivision Phase 3B is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** That the sale of lots and construction of structures within Subdivision Phase 3B shall not commence until the Final Plat has been duly recorded.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



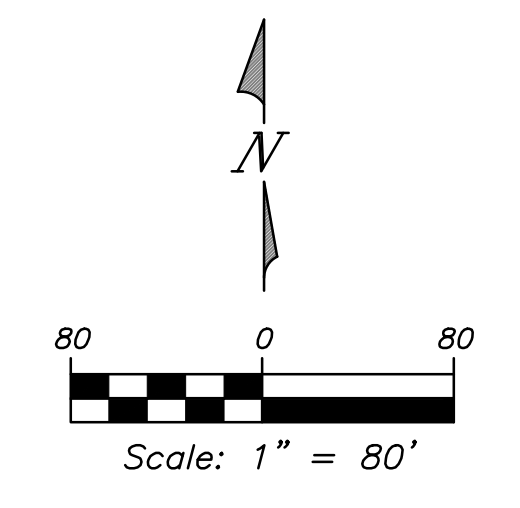
Megan McCullough, City Attorney

Final Passage and Vote:

FINAL PLAT
OLDE SAVANNAH PHASE 3B
PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28, RANGE 23 GREENE COUNTY, MISSOURI

LEGEND

- EXISTING IRON PIN
5/8" IRON PIN (SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008006") (SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED)
PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"
M MEASURED
P PLATTED
D DEEDED



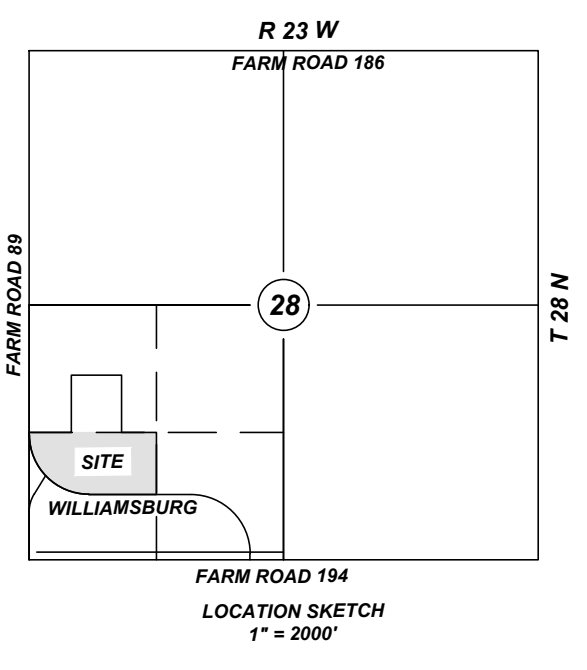
GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE
STATION: GR-86
N: 466387.5646
E: 1365363.6960
ELEV: 1204.40

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

GENERAL NOTES:

- 1. THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
2. THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
3. SOURCE OF TITLE BOOK 2021 PAGE 45858-21
4. LOT NUMBERS BEGIN AT 69 PER THE CITY OF REPUBLIC



SPACE RESERVED FOR GREENE COUNTY RECORDER

Table with 5 columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Lists curves C1 through C34 with their respective measurements.

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-WEST CORNER OF SAID SOUTH-WEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTH-WEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE NORTH-WEST CORNER OF SAID SOUTH-WEST QUARTER OF THE SOUTH-WEST QUARTER; THENCE SOUTH 88°46'21" EAST, ALONG THE NORTH LINE OF SAID SOUTH-WEST QUARTER OF THE SOUTH-WEST QUARTER, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°46'21" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 390.11 FEET TO THE SOUTH-WEST CORNER OF OLDE SAVANNAH PHASE 3A; THENCE SOUTH 88°05'48" EAST, ALONG THE SOUTH LINE OF SAID OLDE SAVANNAH PHASE 3A, A DISTANCE OF 50.00 FEET; THENCE SOUTH 86°46'11" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 390.03 FEET; THENCE NORTH 81°30'59" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 84.31 FEET TO THE SOUTH-WEST CORNER OF OLDE SAVANNAH PHASE 2; THENCE SOUTH 02°06'39" WEST, ALONG SAID EAST LINE, A DISTANCE OF 627.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE NORTH 88°38'54" WEST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE 733.26 FEET; THENCE NORTH-WESTERLY A DISTANCE OF 887.04 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 43°16'12" WEST, 797.17 FEET; THENCE NORTH 02°06'29" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 56.92 FEET TO THE POINT OF BEGINNING. CONTAINING 741,020 SQUARE FEET OR 17.01 ACRES

SURVEYOR'S DECLARATION:
I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY CJW DATED APRIL 20, 2020 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS, AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC, MISSOURI.
DATE PREPARED: MAY 10, 2022
SIGNATURE: _____ MO PLS NO. 002555
DATE: _____

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF OLDE SAVANNAH PHASE 3B, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2022.

CITY CLERK

DATE

CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

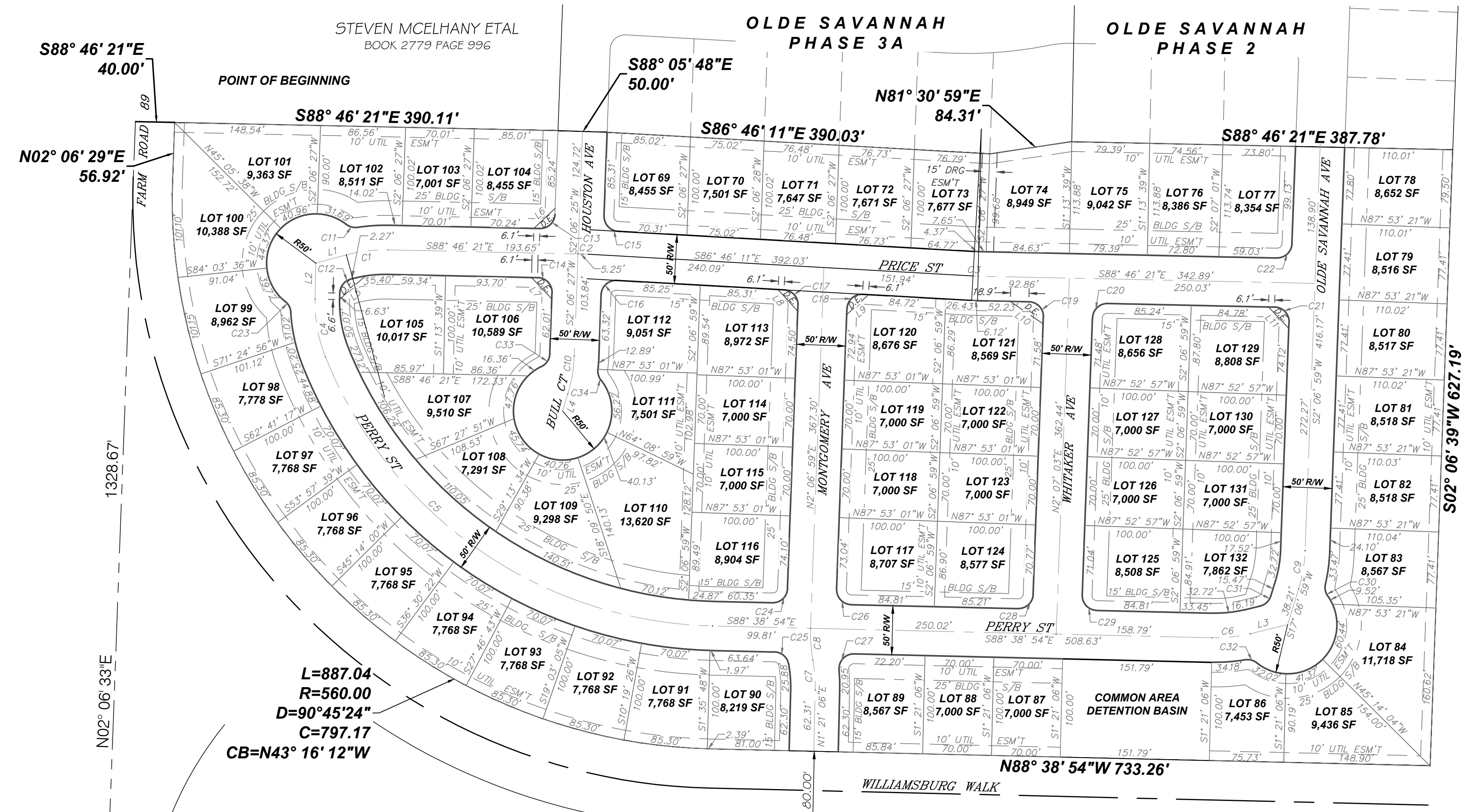
I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE _____ DAY OF _____, 2022, THE FINAL PLAT OF OLDE SAVANNAH PHASE 3B, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

Professional seal for James A. Vaughan, Missouri Professional Land Surveyor, No. 2555. Includes contact information for CJW Transportation Consultants, L.L.C.

FINAL PLAT OF OLDE SAVANNAH SUBDIVISION PHASE 3B
SW1/4 SEC. 28, TWP. 28N, RNG. 23W
CITY OF REPUBLIC, GREENE CO., MISSOURI
SURVEY BY CJW, DESIGN CJW, SCALES HOR 1"=80', SHEET 1 OF 1 SHEETS
DATE 05-10-2022, DRAWN NMD, VERT. N/A, FILE NO. 21051
DWG 21051 FINAL PLAT, CHECKED JTS



GENERAL NOTES:

- 1- TOTAL AREA: 741,020 SQ FT = 17.01 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
2- TOTAL NUMBER OF LOTS: 63
3- SMALLEST LOT: LOTS 87, 88, 114, 115, 118, 119, 122, 123, 126, 127, 130, 131 (7,000 SQ.FT.)
4- LARGEST LOT: LOT 110 (13,620 SQ.FT.)
5- DATE PRELIMINARY PLAT APPROVED: JULY 20, 2021
6- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
7- SOURCE OF TITLE: BOOK 2021 PAGE 45858-21
8- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
9- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
10- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
11- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
12- SIDEWALK WILL BE ON THE NORTH SIDE OF PRICE ST, THE SOUTH SIDE OF PERRY ST, THE WEST SIDE OF HOUSTON AVE, THE EAST SIDE OF MONTGOMERY AVE, THE EAST SIDE OF WHITAKER AVE, AND THE EAST SIDE OF OLDE SAVANNAH AVE.
13- DRAINAGE EASEMENTS ON LOTS 73 AND 74 ARE CENTERED ON THE LOT LINE
14- D.E. IS DRAINAGE EASEMENT ON LOTS 104-106, 113, 120, 121, 129
15- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION
16- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89 OR WILLIAMSBURG WALK

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
COUNTY OF GREENE)
ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN _____ COUNTY, MISSOURI.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF TAXES PAID:

THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.

881728300179
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

OWNER'S DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, LLC HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

MIKE SEITZ, MANAGING MEMBER

DATE:

STORM WATER MINIMUM FINISHED FLOOR CHART

Table with 2 columns: LOT, MIN. FF. Values: 86 1308.50, 87 1308.50

LINEAR FEET OF STREET AND SIDEWALKS

STREETS - 3,880 LF

SIDEWALKS - 6,215 LF

SUBD-FNL 22-006: Olde Savannah Phase 3B

Item 5.

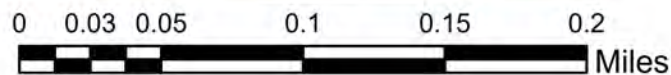
Vicinity Map



Legend

- Final Plat of Olde Savannah 3B
- Parcels
- Sinkhole
- Floodplain

Parcel Owner: Olde Savannah LLC
Area: 17.01 Acres
Zoning: High-Density Single-Family (R1-H)
Number of Lots: 63





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-36 An Ordinance of the City Council Approving the First Addition Final Plat of the Oakwood Heights Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: June 21, 2022

Issue Statement

The City of Republic’s BUILDS Department received an Application for the Oakwood Heights 1st Addition Final Plat on May 17, 2022.

Discussion and/or Analysis

The Final Plat of Oakwood Heights 1st Addition will legally divide approximately four point three-zero (4.30) acres of land into three (3) multi-family residential lots and includes the dedication of Right-of-Way and Utility Easements. The Final Plat includes approximately (950) linear feet of street and (1107) linear feet of sidewalk.

The Final Plat of Oakwood Heights 1st Addition conforms to the Preliminary Plat approved by City Council on August 18, 2020.

The Technical Review Team has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of the Oakwood Heights 1st Addition Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FIRST ADDITION FINAL PLAT OF
THE OAKWOOD HEIGHTS SUBDIVISION**

WHEREAS, the City of Republic, Missouri, (“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, on August 18, 2020, the City Council approved the preliminary plat of the Oakwood Heights Subdivision, First Addition (“Oakwood Heights First Addition”); and

WHEREAS, on May 9, 2022, the BUILDS Department received an application for review and approval of the Final Plat of Oakwood Heights First Addition; and

WHEREAS, the BUILDS Department has reviewed the Final Plat of Oakwood Heights First Addition and has determined substantially conforms to the requirements of the Development Plan, the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

- Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Final Plat of Oakwood Heights First Addition have been met.
- Section 2:** That the Final Plat of Oakwood Heights First Addition, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Oakwood Heights First Addition is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** That the sale of lots and construction of structures in the First Addition shall not commence until the Final Plat has been duly recorded.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



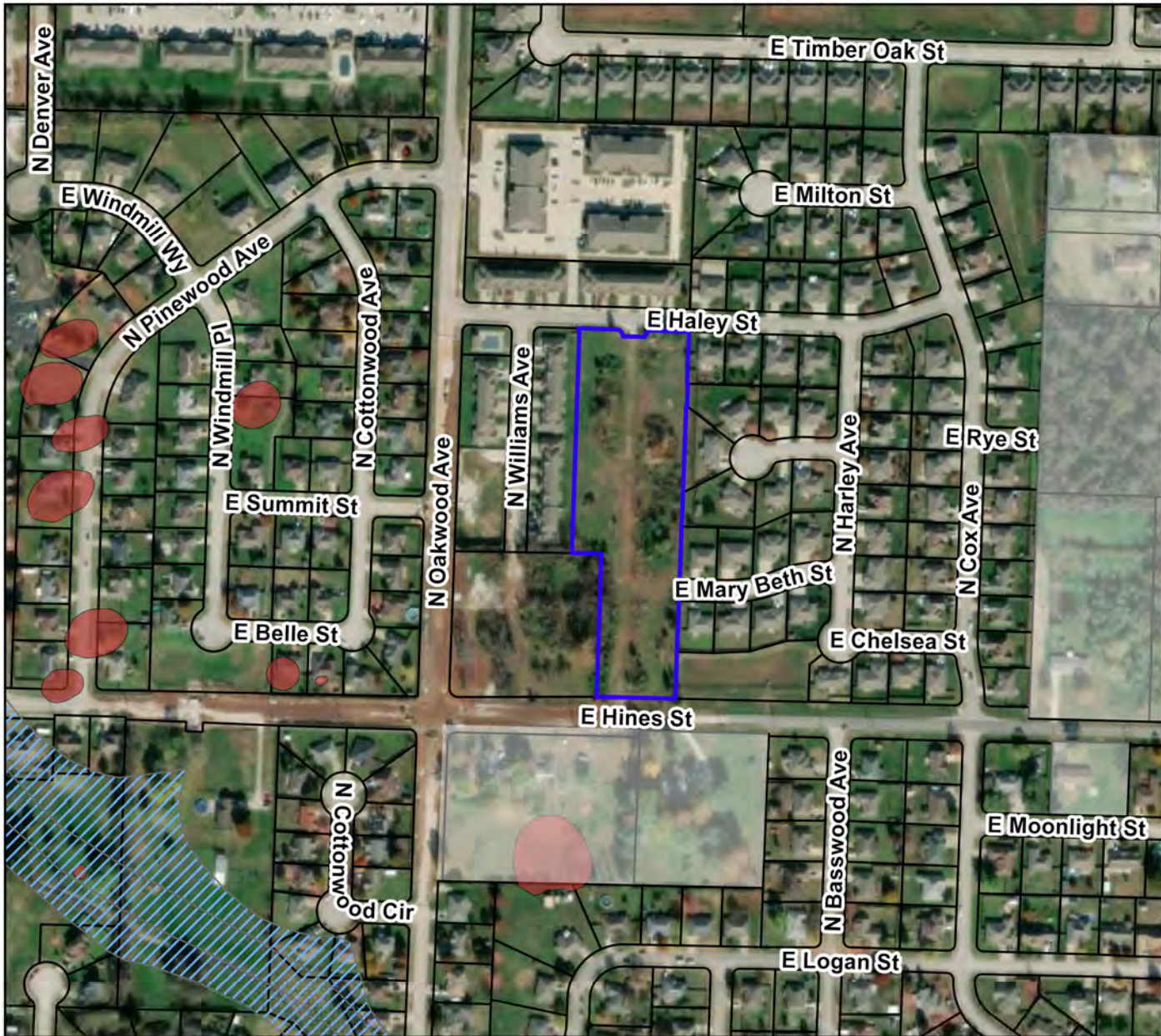
Megan McCullough, City Attorney

Final Passage and Vote:

SUBD-FNL 22-003: Oakwood Heights 1st Add.

Item 6.

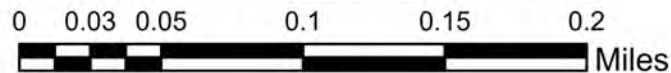
Vicinity Map

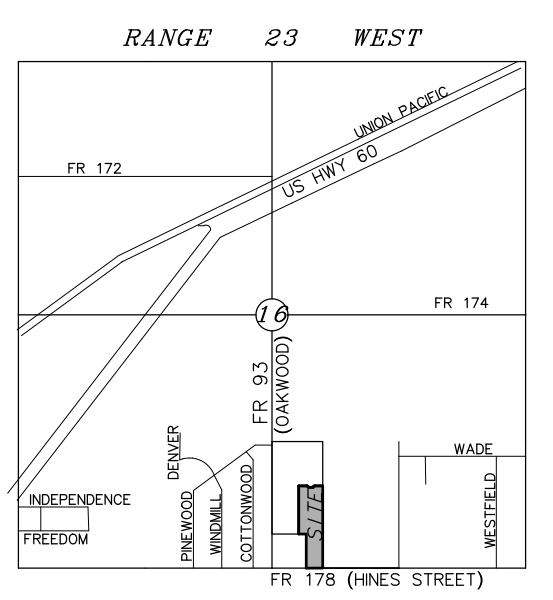


Legend

-  Final Plat
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Little Apple Investment Prop.
Area: 4.3 Acres
Zoning: Multifamily Residential (R-3)
Lots: 3





POINT OF COMMENCING
NW CORNER SW 1/4 SE 1/4
SEC 16, T 28 N, R 23 W

FINAL PLAT OAKWOOD HEIGHTS 1ST ADDITION

A PART OF THE SW 1/4 OF THE SE 1/4 OF
SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

TOTAL LINEAR FEET OF ROAD = 950 L.F.
TOTAL LINEAR FEET OF SIDEWALK = 1107 L.F.

PROPERTY DESCRIPTION

All that part of the SW1/4 of the SE1/4 of Section 16, Township 28 North, Range 23 West, City of Republic, Greene County, Missouri, described as follows: COMMENCING at the Northwest corner of said SW1/4 of the SE1/4; THENCE South 88°30'11" East, with the North line of said SW1/4 of the SE1/4, 549.17 feet; THENCE South 01°58'53" West, 462.95 feet to the point of beginning; THENCE South 01°58'53" West, 844.79 feet to a point on the North Right of Way Line of Farm Road 178; THENCE North 88°33'57" West along said North Right of Way Line, 178.72 feet to a point for corner; THENCE North 00°40'00" East a distance of 346.31 feet to a point for corner; THENCE North 88°56'51" West a distance of 63.35 feet to a point for corner; THENCE North 01°58'53" East a distance of 501.30 feet to a point for corner; THENCE South 88°01'07" East a distance of 85.00 feet to a point on a curve; THENCE along a curve to the right having a radius of 15.00 feet, a delta of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 43°01'07" East having a chord distance of 21.21 feet to a point on a line; THENCE South 88°01'07" East a distance of 50.00 feet to a point on a curve; THENCE along a curve to the right having a radius of 15.00 feet, a delta of 90°00'00", an arc length of 23.56 feet, and a chord which bears North 46°58'53" East having a chord distance of 21.21 feet to a point on a line; THENCE South 88°01'07" East a distance of 85.00 feet to the POINT OF BEGINNING, and containing 4.30 acres of land, more or less, subject to easements and/or rights of way.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, LITTLE APPLE INVESTMENT PROPERTY, LLC, KENNETH APPLEBERRY, MEMBER, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT, AND HEREBY DEDICATE, GRANT AND CONVEY THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, AND FURTHERMORE CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

LITTLE APPLE INVESTMENT PROPERTY, LLC DATE
KENNETH APPLEBERRY, MEMBER

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.
ON THE _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED KENNETH APPLEBERRY, MEMBER OF LITTLE APPLE INVESTMENT PROPERTY, LLC TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST DAY WRITTEN ABOVE.
NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, do hereby certify that the plat of Oakwood Heights 1st Addition was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. _____ on the _____ day of _____, 2022.
City Clerk _____ Date _____

CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2022 the final plat of Oakwood Heights 1st Addition conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.
City Planner _____ Date _____

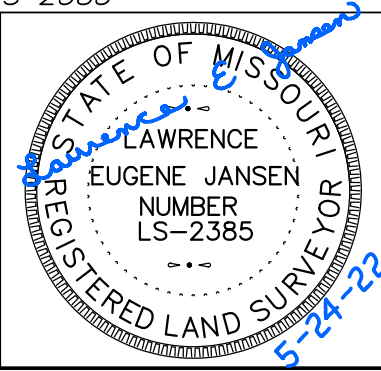
CERTIFICATE OF SURVEY AND ACCURACY

KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E. Jansen 5-24-22
LAWRENCE E. JANSEN PLS 2385 DATE

CLASS OF SURVEY "URBAN"
 Permanent monuments
S/B Setback Line
U/E Utility Easement
D/E DRAINAGE EASEMENT

Job No.: 2005-004
Date: 5-24-2022



GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE (417) 883-0300 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563

BENCHMARK
MISSOURI GEOGRAPHIC
REFERENCE SYSTEM
MONUMENT GR-50
NORTHING 472144.24
EASTING 1372101.11
ELEVATION 1227.36
VERTICAL DATUM NAVD 1988

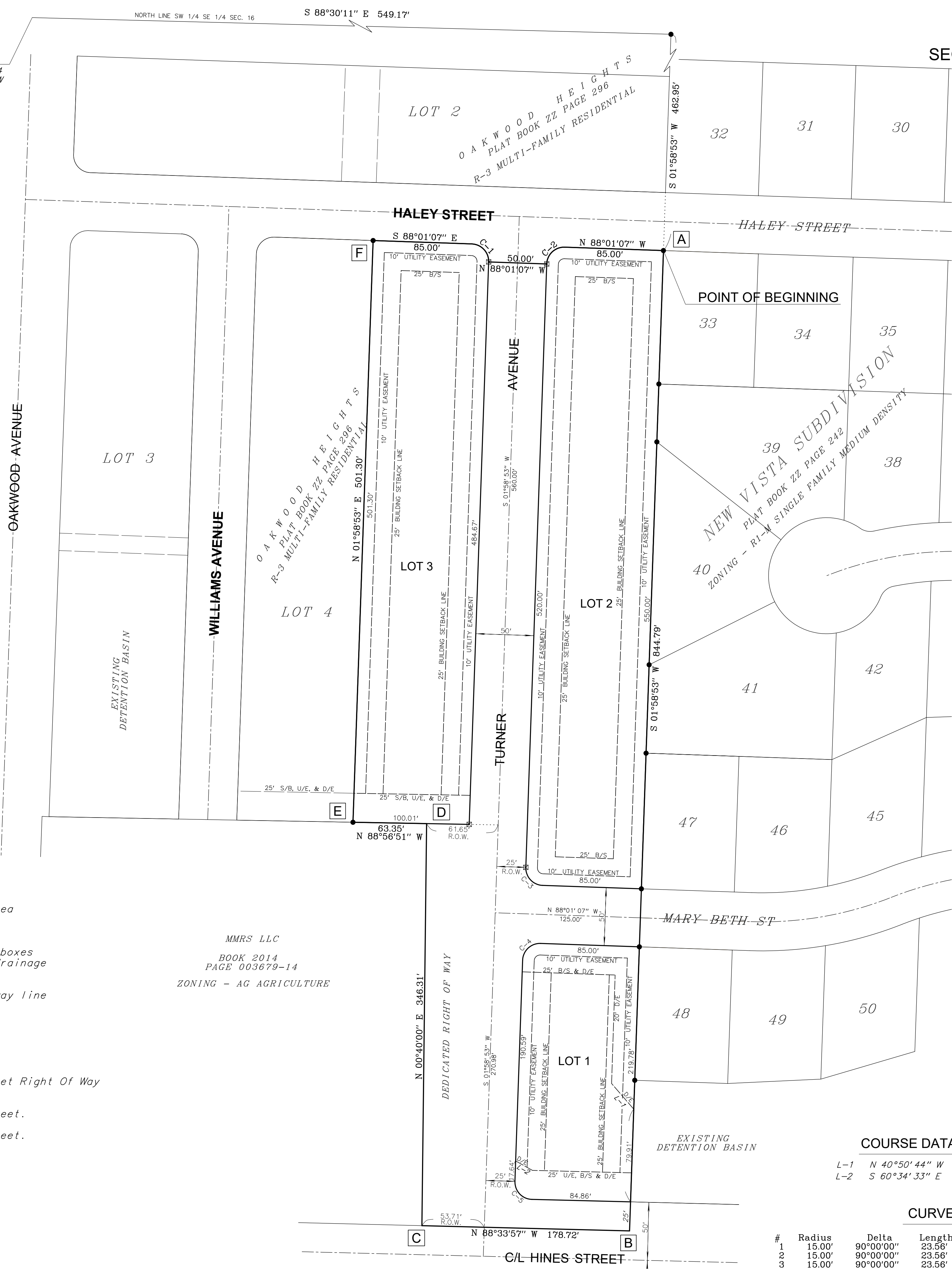
BASIS OF BEARINGS
GRID NORTH
MISSOURI COORDINATE SYSTEM OF 1983
CENTRAL ZONE

STATE PLANE COORDINATES
FOR
CONTROLLING CORNERS
(GIVEN IN FEET)

| CORNER | NORTHING | EASTING |
|--------|------------|--------------|
| A | 472,638.99 | 1,363,226.89 |
| B | 471,794.72 | 1,363,197.68 |
| C | 471,799.19 | 1,363,019.02 |
| D | 472,145.48 | 1,363,023.05 |
| E | 472,146.64 | 1,362,959.71 |
| F | 472,647.64 | 1,362,977.04 |

DEVELOPMENT NOTES

- Preliminary Plat approved August 18, 2020
- Total Area = 4.30 Acres
- Total Number Of Lots - 3
- LOT AREAS
LOT 1 21928 sq.ft. (0.50341 acres)
LOT 2 54903 sq.ft. (1.26041 acres)
LOT 3 50000 sq.ft. (1.14785 acres)
- Zoning = R-3 MULTI-FAMILY RESIDENTIAL
- Source of Title Book 2019 Page 035453-19
- This Property Does Not Lie Withing A Flood Hazard Area As Determined By The Flood Insurance Rate Map Number 29077 C 0314 E Dated 12-17-2010.
- No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.
- No structures are to be built between the right of way line and building setback line.
- Minimum Building Setbacks:
Front - 25 Feet
Rear - 25 Feet
Side Adjacent to Street - 25 Feet
- There is a 10' Utility Easement Adjacent To All Street Right Of Way And Along The Rear Of All Lots.
- No Direct Access Permitted From Any Lot To Hines Street.
- No Direct Access Permitted From Any Lot To Haley Street.
- Centerline bearings of streets are the same as adjacent lot lines.
- Lot corners are 18" - 5/8" iron pins with plastic caps (GPS-2010000563)
- Permanent monuments are 24" - 5/8" iron pins with 2" diameter aluminum caps.
- OWNERSHIP AND MAINTENANCE OF COMMON AREAS/OPEN SPACE AND DRAINAGE/DETENTION EASEMENT SHALL BE ESTABLISHED THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.



OWNER
LITTLE APPLE INVESTMENT
PROPERTY LLC
KENNETH APPLEBERRY
ROUTE 2 BOX 2755
SEYMOUR MO 65746
417-840-8445
Bappleberry@aol.com

COURSE DATA

L-1 N 40°50'44" W 29.14'
L-2 S 60°34'33" E 16.57'

CURVE DATA

| # | Radius | Delta | Length | Chord | Tangent | Chord Bearing |
|---|--------|-----------|--------|--------|---------|---------------|
| 1 | 15.00' | 90°00'00" | 23.56' | 21.21' | 15.00' | S 43°01'07" E |
| 2 | 15.00' | 90°00'00" | 23.56' | 21.21' | 15.00' | N 46°58'53" E |
| 3 | 15.00' | 90°00'00" | 23.56' | 21.21' | 15.00' | S 43°01'07" E |
| 4 | 15.00' | 90°00'00" | 23.56' | 21.21' | 15.00' | N 46°58'53" W |
| 5 | 15.00' | 90°32'50" | 23.71' | 21.31' | 15.14' | S 43°17'32" E |



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-37 An Ordinance of the City Council Amending Title I Government Code, Chapter 105 Elections, Article 105-II Wards, Section 105.070 Ward Boundaries, Establishing New Boundaries for City Council Wards Based on the 2020 Decennial Census.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: June 21, 2022

Issue Statement

The Republic City Charter requires the establishment, by Ordinance, of the four City Council Wards following the Decennial Census.

Discussion and/or Analysis

Republic's City Charter requires the establishment of the four City Council Wards following the Decennial US Census.

- **8.4 City Council Wards:** *There shall be four City Council Wards in the City. Ward boundaries shall be established by Ordinance following each Decennial Census. Wards shall comprise compact and contiguous territory and shall contain, as nearly as possible, an equal number of inhabitants.*

Redistricting is a process undertaken by local, state, and the federal government following the release of the Decennial Census. The purpose of Redistricting is to ensure every individual's vote counts in accordance with the Voting Rights Act (of 1965) by evenly adjusting district boundaries based on population and number of districts; the resulting boundaries are redrawn to reflect new population data and shifting populations.

The result of the Decennial Census included an overall growth of 27.1 percent, between 2010 and 2020, for the City of Republic.

The goals of Ward Redistricting included establishing a target population of 4687.5 for each Ward, containing compact and contiguous territory.

The Ward Redistricting includes a loss of area for Wards 1 and 4 and a gain in area for Wards 2 and 3.

Recommended Action

Staff is recommending approval of the City of Republic's updated Ward Boundaries.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I GOVERNMENT CODE, CHAPTER 105 ELECTIONS, ARTICLE 105-II WARDS, SECTION 105.070 WARD BOUNDARIES, ESTABLISHING NEW BOUNDARIES FOR CITY COUNCIL WARDS BASED ON THE 2020 UNITED STATES DECENNIAL CENSUS

WHEREAS, the City of Republic, Missouri ("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 United States Census Bureau conducted a 2020 Decennial Population Census for the United States ("2020 Census") that includes population data for the City ("2020 Census Data"); and

WHEREAS, Article VIII, Section 8.4 of the City Charter, requires the establishment of four (4) City Council Ward boundaries following each decennial census; and

WHEREAS, administrative, planning, and legal staff of the City reviewed the 2020 Census data and established new City Council Ward Boundaries comprised of compact and contiguous territory with nearly equal numbers of inhabitants, as required by Article VIII-Nomination and Elections, Section 8.4-City Council Wards, of the City Charter; and

WHEREAS, upon City Council approval of the new City Council Ward boundaries, to be established by City Ordinance, the new City Council Ward Boundaries must be filed and recorded at the Greene County Clerk's office by November 1, 2022 in order to be in effect for the next municipal election in April 2023.

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

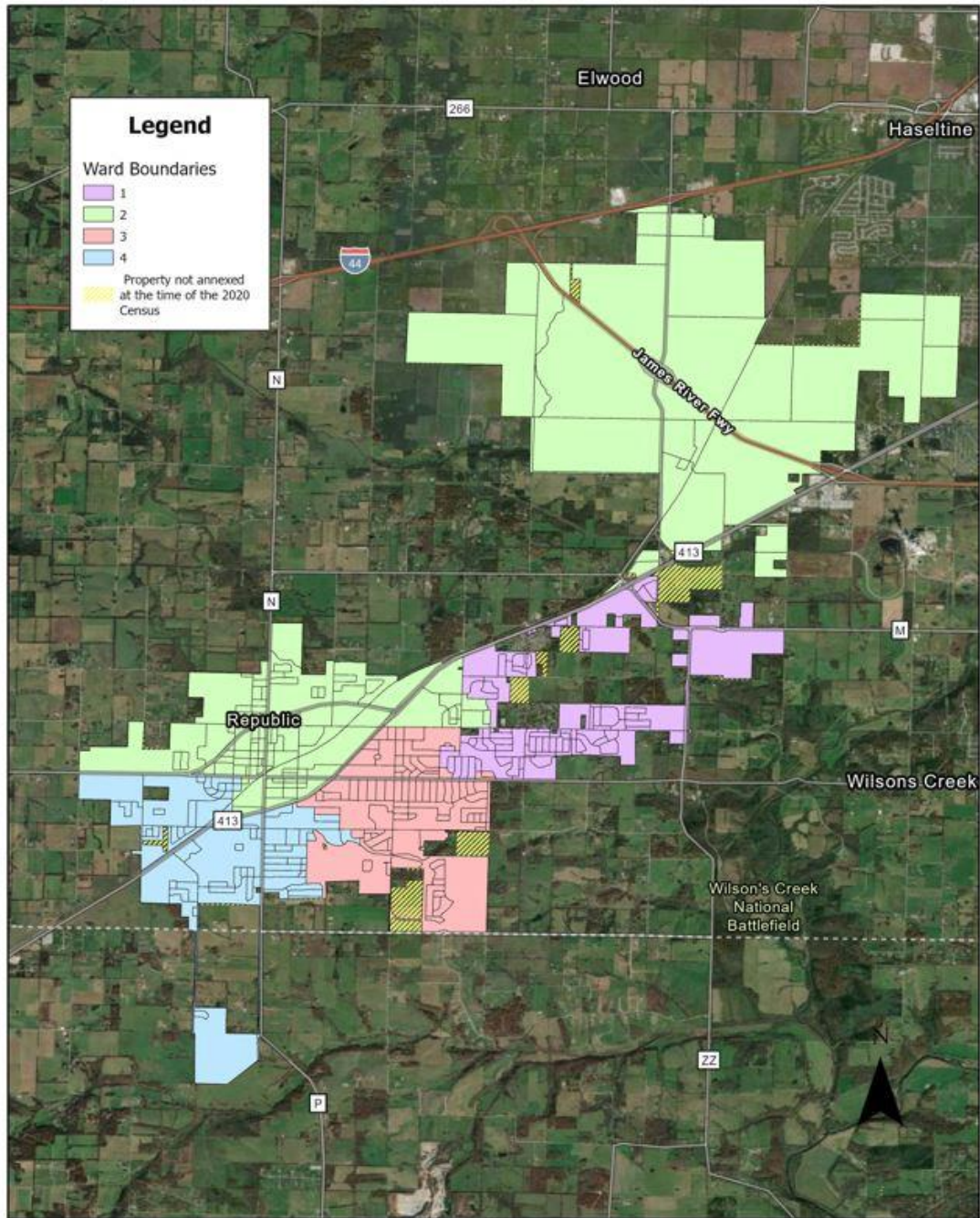
Section 1: Title I Government Code, Chapter 105 Elections, Article 105-II Wards, Section 105.070 Ward Boundaries, of the City of Republic Municipal Code, is hereby amended as follows:

105.070 Ward Boundaries

- A. The City of Republic is currently divided into four (4) separate wards as required by Article VIII, Section 8.4 of the Charter adopted by the voters of the City of Republic. The four (4) separate wards are designated as Ward I, Ward II, Ward III, and Ward IV.
- B. The Boundaries for Ward I, Ward II, Ward III, and Ward IV are depicted **below under the title "105a – Ward Map", on "Exhibit A", and are shown on the document entitled "Certified Copy of Official City of Republic Ward Map, Dated ~~October 24, 2011~~ June 28, 2022", kept on file at the office of the City Clerk.** ~~The approved map will be on file in the City offices and incorporated herein by reference.~~ The City of Republic Ward Boundary Map will remain in effect until changed by ordinance, by City Council, following the release of data of the next United States decennial census.
- C. The inhabitants of each ward shall include those residents residing within the enclosed geographical boundaries as depicted on the "Certified Copy of Official City of Republic Ward Map, Dated ~~October~~ **June 28, 2011** **2022**". ~~For boundary lines determined by City streets, the centerline of the street will be the boundary line. Residents living on a City street used as a boundary line between wards will be placed in their corresponding ward as~~

determined by even and odd addresses. Residents whose property abut or are divided by a section line or property line used as a boundary between wards will be placed in the corresponding ward as determined by the official street address of the main residence of the property.

105a - Ward Map



EXPLANATION(S) - Matter in underlined, bold type in the above is added language. Matter in ~~strikethrough type~~ in the above is deleted.

Section 2: The City Council establishes Ward Boundaries as set forth in the attached “Certified Copy of Official City of Republic Ward Map, Dated June 28, 2022”, which targets a population distribution per the 2020 Census Data in the following approximate amounts:

- A. Ward I – 4,687
- B. Ward II – 4,687
- C. Ward III – 4,687
- D. Ward IV – 4,687

Section 3: The City Council authorizes the City Administrator or his/her designee, on behalf of the City, take the necessary steps to execute this Ordinance, and further authorizes the City Clerk to file and record the new City Council Ward Boundaries with the Greene County Clerk’s Office for certification and use for the April 2023 municipal election and for all municipal elections until the release of the population data from the next decennial census.

Section 4: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 5: This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



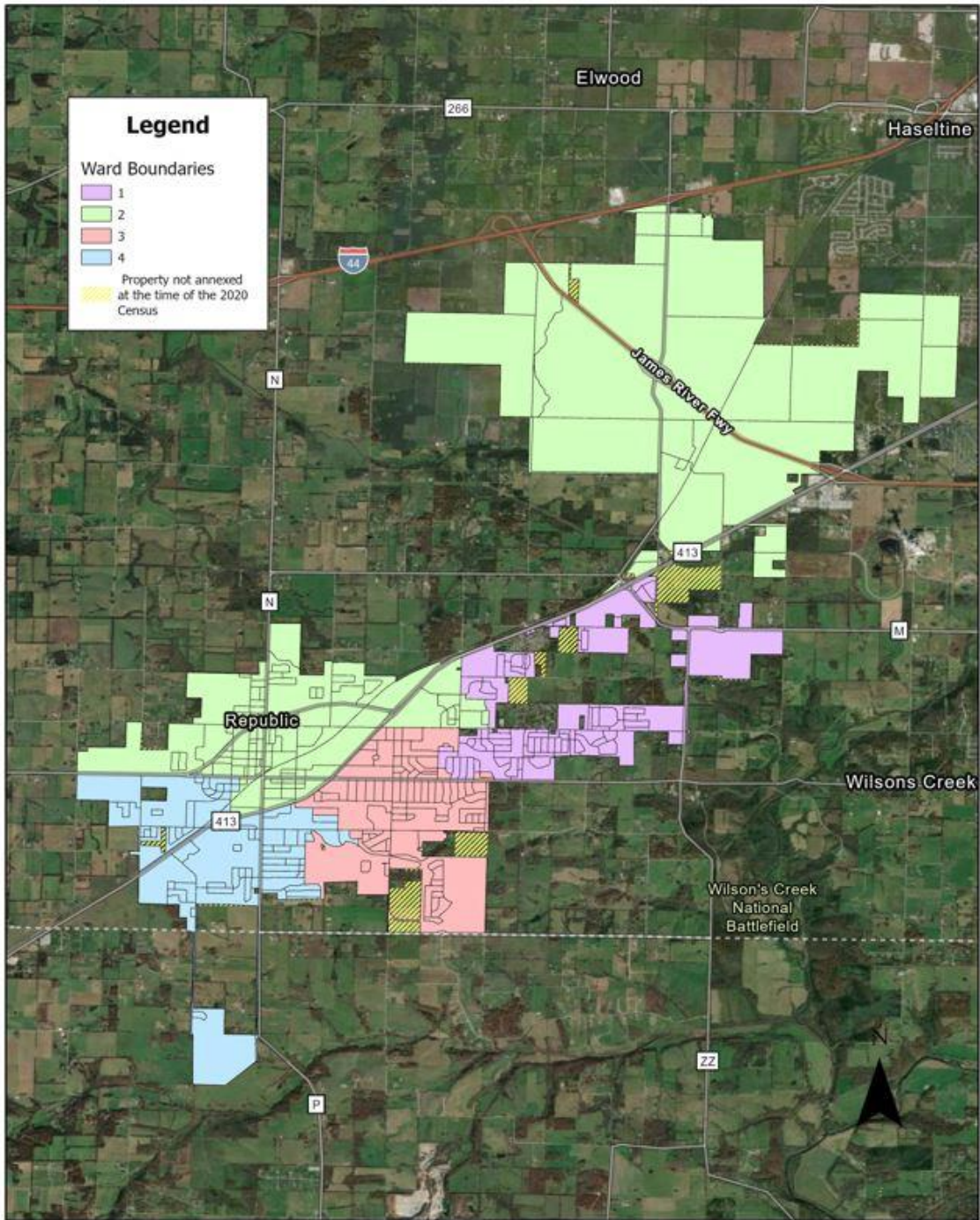
Megan McCullough, City Attorney

Final Passage and Vote:

105.070 Ward Boundaries

- A. The City of Republic is currently divided into four (4) separate wards as required by Article VIII, Section 8.4 of the Charter adopted by the voters of the City of Republic. The four (4) separate wards are designated as Ward I, Ward II, Ward III, and Ward IV. [Ord. No. 20-12, 3-24-2020]
- B. The Boundaries for Ward I, Ward II, Ward III, and Ward IV are depicted on "Exhibit A", "Certified Copy of Official City of Republic Ward Map, Dated ~~October~~ June 28, ~~2011~~ 2022". The approved map will be on file in the City offices and incorporated herein by reference. The City of Republic Ward Boundary Map will remain in effect until changed by ordinance, by City Council, following the release of data of the next United States decennial census.
- C. The inhabitants of each ward shall include those residents residing within the enclosed geographical boundaries as depicted on the "Certified Copy of Official City of Republic Ward Map, Dated ~~October~~ June 28, ~~2011~~ 2022". ~~For boundary lines determined by City streets, the centerline of the street will be the boundary line. Residents living on a City street used as a boundary line between wards will be placed in their corresponding ward as determined by even and odd addresses. Residents whose property abut or are divided by a section line or property line used as a boundary between wards will be placed in the corresponding ward as determined by the official street address of the main residence of the property.~~

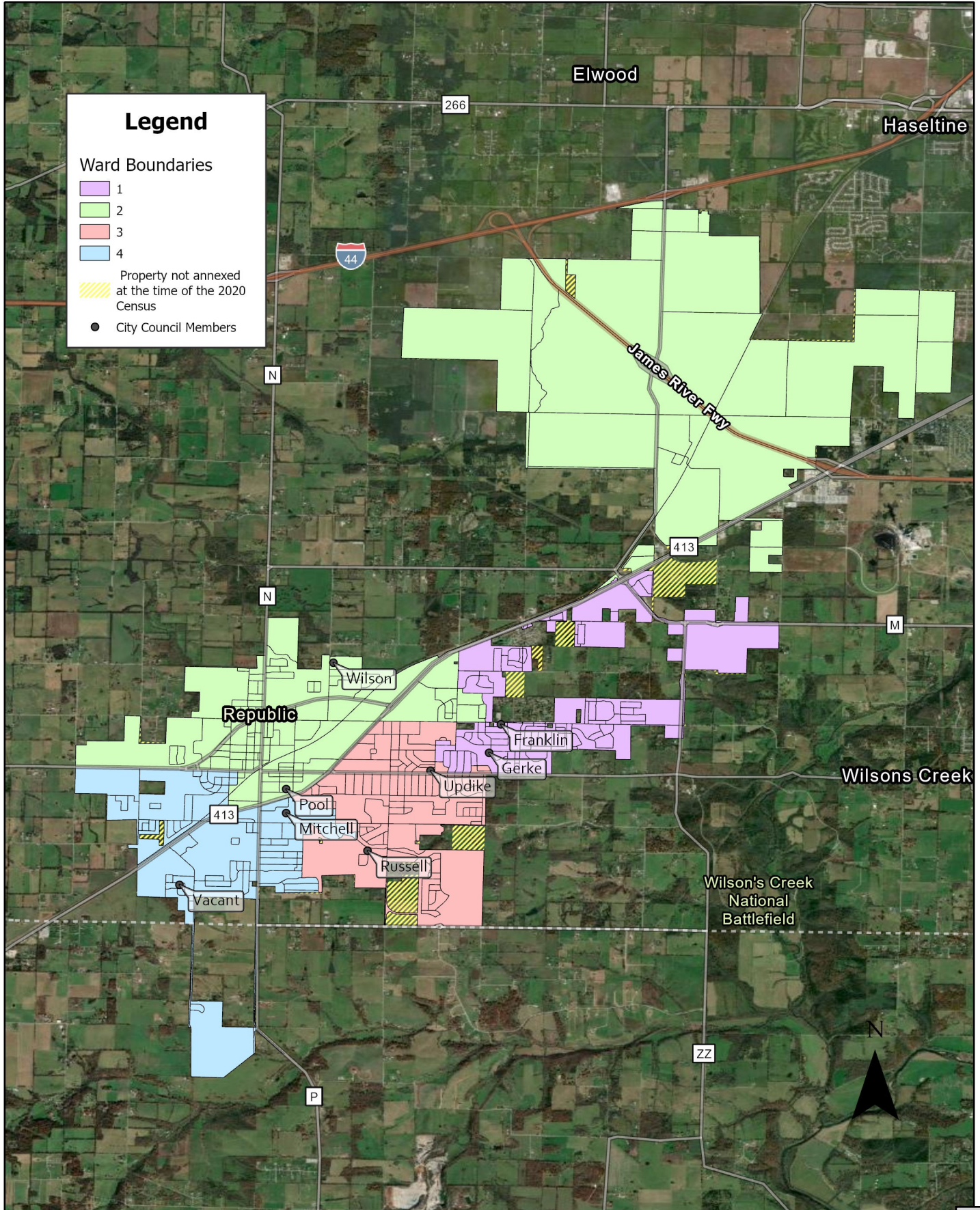
105a - Ward Map



[CC 1999 §10-1; Ord. No. 02-44 §§1 — 6, 10-29-2002; Ord. No. 05-32 §§1 — 7, 5-23-2005; Ord. No. 07-77, 11-26-2007; Ord. No. 11-26 §§1 — 4, 10-24-2011]

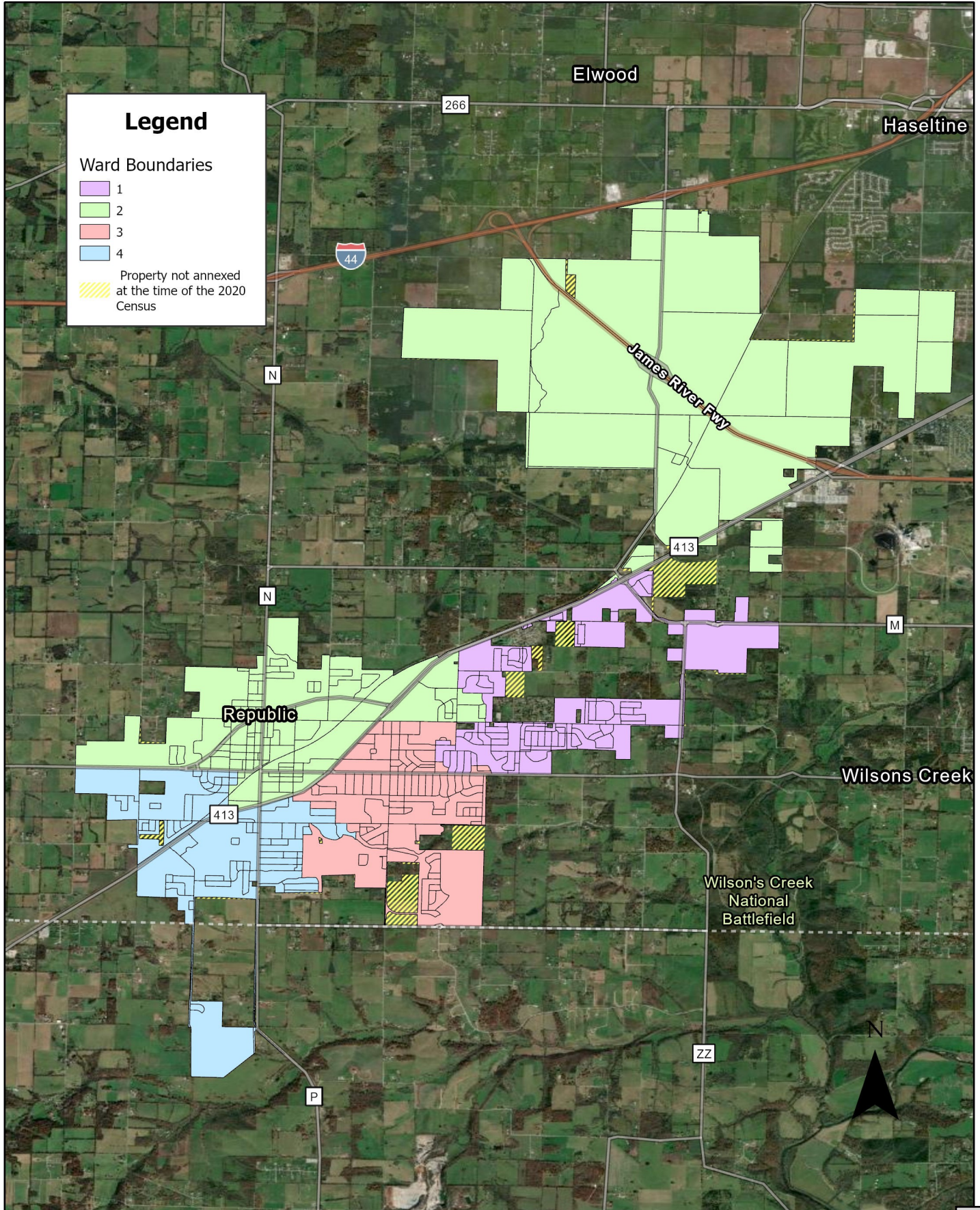
2022 Ward Map

Based on the 2020 Decennial Census Count



2022 Ward Map

Based on the 2020 Decennial Census Count





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-38 An Ordinance of the City Council Approving the Execution of a Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for Development of the Iron Grain District.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: June 21, 2022

Issue Statement

The City of Republic would like to execute a developer agreement with Iron Grain District, LLC for the development of the Iron Grain District.

Discussion and/or Analysis

The City of Republic will assist Iron Grain District, LLC (Developer) in necessary infrastructure improvements and/or additions including, but not limited to, access to water and wastewater, in order to facilitate the development of the Iron Grain District. The City will provide the Developer with total cost estimates and the Developer will be responsible for reimbursing the City for all project-related expenses.

All expenses initially made by the City will fall subject to the Purchasing Policy and all other Administrative Policies in order to execute best purchasing practices.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE EXECUTION OF A DEVELOPER AGREEMENT
WITH IRON GRAIN DISTRICT, LLC AND MAGERS REPUBLIC NO. 3C, LLC
FOR DEVELOPMENT OF THE IRON GRAIN DISTRICT**

WHEREAS, the City of Republic, Missouri, (“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, Iron Grain District, LLC and Magers Republic No. 3C, LLC (together, “Developer”) own real property consisting of approximately 29.39 acres, located at the 2500 block of South State Highway MM in Republic, Missouri, (“Property”), and desires to install on the Property a mixed-use commercial development to include retail, restaurant, and lodging facilities (“Iron Grain PDD”); and

WHEREAS, certain public improvements need to be made to the Property in order for Developer to properly and fully construct Iron Grain PDD; and

WHEREAS, the City encourages development when such development will serve or benefit the citizens of Republic, and desires to help facilitate such development when the City has available resources to do so; and

WHEREAS, the City desires to enter into a Developer Agreement with Developer to govern the terms of the parties’ rights and obligations as they relate to the Iron Grain PDD; and

WHEREAS, the Council finds the Developer Agreement is in the City’s best interest as it will benefit the community through the continued economic growth and development in the City.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Iron Grain District, LLC and Magers Republic No. 3C, LLC for the certain public improvements referenced herein above on the Property, said agreement to be in substantially the same form as Attachment 1.

Section 2: The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 3: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable, and if any provisions hereof are 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of June, 2022, by and between the City of Republic Missouri (“City”), Iron Grain District, LLC and Magers Republic No. 3C, LLC (collectively, “Developer”). City and Developer are referred to together herein as the “Parties.”

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, Developer is a Missouri Limited Liability Company with a principal office address of 2776 S. Campbell Avenue, Springfield, Missouri 65807-3506, in good standing and licensed to do business in the State of Missouri, including Greene County, Missouri; and

WHEREAS, Developer is currently the owner of real property located in the City of Republic, Missouri, the legal description for which is included on **Exhibit A** attached and incorporated by reference into this Agreement, (“Property”), and desires to install on the Property a mixed-use commercial development to include retail, restaurant, and lodging facilities; and

WHEREAS, the Parties mutually recognize the opportunity for the above-described development on the Property to facilitate future growth in and around the City of Republic; and

WHEREAS, in order for Developer to fully develop the Property to accommodate the above referenced commercial development, certain public improvements need to be constructed on and throughout the Property; and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent City has the resources reasonably necessary and available; and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ respective responsibilities for public improvements on the Property in order to help facilitate the Developer’s development of the Property as specified in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

- 1. **Ability to Contract:** Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill the terms contained herein.
- 2. **Scope of Work Under this Agreement:** In exchange for Developer’s promises herein, City agrees that it shall perform the following work under this Agreement:
 - a. **Water Public Improvements:**

- i. City shall plan, coordinate, and install the water main line (the “Water Main Line”) that will enable City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand projected for the improvement known as “Phase 1 Building,” located on that particular part of the Property described in the Legal Description, attached hereto and labeled Exhibit A1-A2. Installation of the Water Main Line is herein referred to as the “Work” and/or “Water Public Improvements.”
- ii. Installation of the Water Main Line shall include the looping of any other or additional water system(s), as deemed necessary by City.
- iii. The Water Main Line shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement, so long as such location is consistent with the final civil plans. To the extent the final civil plans indicate the Water Main Line must be installed outside the utility easements area granted by Developer, such easements shall be amended to ensure the area fully encompasses the location of the Water Main Line.
- iv. All specifications for the Water Main Line shall be established, determined and documented in the Final Plans.

b. Site Preparation; Engineering Plans:

- i. Developer shall be responsible for clearing and otherwise preparing the site/location for installation of the Water Main Line within sixty (60) days from approval and execution of this Agreement by City.
- ii. Developer shall be responsible for obtaining and providing to City as-built drawings of the Main Water Line in accordance with all infrastructure requirements (“Engineering Plans”).
- iii. Developer shall provide the Engineering Plans to City within sixty (60) days from execution of this Agreement, after which time City will have twenty (20) days to review the Engineering Plans and respond to Developer with any suggestions, changes or questions. Once all suggestions, questions and/or changes have been fully addressed and agreed upon by the Parties, and the City has determined it will provide its approval, the Engineering Plans shall be deemed the “Final Plans.” (The Final Plans are expressly incorporated herein by reference and labeled Exhibit B).
- iv. If Developer fails to provide the Engineering Plans to City within sixty (60) days from execution of this Agreement, the City may elect to terminate this Agreement without any liability on the party of City. In the event City elects to terminate this Agreement due to Developer’s failure to comply with the deadline set forth in this section, the City shall provide written notice to Developer of such termination setting forth the basis for the same.
- v. City is not obligated to begin the Work, or any aspect of the Work, unless and until Developer has provided the Engineering Plans,

which shall be a condition precedent to the City's obligations to perform any aspect of the Work.

- vi. Engineering Plans are subject to rejection, revision and/or modification by the City as the City deems reasonably necessary in its sole discretion, so long as such discretion is exercised in good faith. Engineering Plans must be approved by the City.
- c. **Construction Period:** City shall complete the Work on or before December 31, 2022 ("Construction Period"); provided, however, if Developer fails to timely clear/prepare the site for installation of the Water Main Line or fails to timely provide City with Engineering Plans in accord with its obligations under Paragraph 2(b) and City elects not to terminate the Agreement due to the default(s), then the Construction Period shall be extended to allow the City the time reasonably necessary to complete the Work as determined by the City in its reasonable discretion, provided, however, that the Construction Period shall not be extended beyond March 31, 2023. The Construction Period may otherwise only be modified by agreement of the Parties set forth in a written amendment to this Agreement.
- d. **Cost Estimate(s):** Developer has agreed to provide the materials and/or supplies for the Work to be performed; however, should Developer elect not to provide the materials and/or supplies for City to perform the Work, Developer shall promptly notify the City of the same, but in no event later than thirty (30) days following execution of this Agreement. In the event Developer timely provides City with such notice, within thirty (30) days of receiving such notice from Developer, City will submit request(s) for proposal(s) to obtain cost estimates for materials and/or supplies it will require in order to perform the Work, unless such materials and/or supplies can be accommodated by City's Approved Bulk Bid Supplier, in which event City has the right to elect to forego the competitive bidding process for those materials and/or supplies and obtain said materials and/or supplies from the Approved Bulk Bid Supplier. The bidding process employed by City shall be done in accord with the terms set forth below in Paragraph 3(b)(viii).
- i. Upon receipt of applicable cost estimates for completion of the Work, City will provide Developer with a total cost estimate representing the total amount to be expended in performing and completing the Work, which will be subsequently added to this Agreement by way of formal amendment, such amendment to be executed no later than 180 days following execution of this Agreement.
 - ii. Any estimated costs provided by City to Developer shall not be binding on the Parties.
 - iii. The actual costs incurred by City as set forth below in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement.

- iv. Nothing contained herein shall be construed to restrict City's right to construct the Water Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Water Public Improvements after the Construction Period so long as City is making substantial and continuing progress toward completion of the Water Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Water Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes, provided, however, the Construction Period shall not be extended beyond March 31, 2023.
- e. **Site Access:** While Work is being performed under this Agreement, Developer and/or its authorized representative(s) shall have access to the worksite for the purpose of examining and/or inspecting the Work being performed, so long as such examination and/or inspection does not unreasonably interfere with or otherwise delay City in discharging its obligation to install the Water Main Line. Developer shall provide sufficient competent and qualified personnel to visit and inspect the worksite and Work. City, including its workers, subcontractors, suppliers, and authorized representatives, shall have access to the worksite at all times while the Work is being performed or otherwise ongoing under this Agreement.

3. **Costs of the Water Public Improvements, Billing and Bid Process:**

- a. **Engineering Plans Costs:** Developer shall be responsible for all costs incurred and/or expended in connection with obtaining, creating, revising or submitting the Engineering Plans.
- b. **Water Public Improvements Costs:**
 - i. City will initially pay the costs for the Water Public Improvements subject to this Agreement.
 - ii. Although City will initially pay the costs for the Water Public Improvements subject to this Agreement, Developer agrees to reimburse City for its actual costs of the Water Public Improvements as outlined in this Agreement; except to the extent those costs are incurred for labor of City employees or use equipment owned by City, neither of which are required to be reimbursed by Developer.
 - iii. The Parties agree the costs to be reimbursed to the City under this Agreement include the following ("Reimbursable Costs"):

- a. Actual costs incurred by City for the material expenses of the Water Public Improvements, and
 - b. Actual expenses and costs incurred by City for the labor of workers or entities not employed by City, specifically including but not necessarily limited to contractors and subcontractors, and
 - c. Expenses and costs incurred by City for the rental of equipment and/or tools not owned by City, and
 - d. Expenses and costs associated with utilities necessary or utilized in performing the Work, and
 - e. Expenses and costs of transportation incurred in performing the Work,
 - f. Taxes incurred in connection with performing the Work as well as all other fees and costs incurred in ensuring compliance with local, state, and federal public works laws and regulations as it pertains to performing the Work, and
 - g. Expenses and costs for all other services and facilities necessary for the execution and completion of the Work.
- iv. The parties further agree that if the City's "actual expenses and costs" to be incurred exceed the City's estimated expenses and costs, City shall notify Developer so the Parties can discuss alternatives (such alternatives shall be in accordance with all applicable City Standards and Specifications) in an effort to prevent the actual expenses and costs from exceeding the estimated expenses and costs, and/or to mitigate any such increase.
- v. Electrical, Gas, Telecommunication: All costs related to electrical, gas, and telecommunication services for/to the Property shall be the responsibility of Developer.
- vi. Invoicing: After materials have been purchased and/or the Work has commenced pursuant to this Agreement, City will invoice Developer monthly on or about the 15th day of each month for the actual costs incurred by City for the reimbursable expenses allowed under this Agreement. Developer shall have twenty (20) days following receipt of City's invoice to obtain any necessary approval(s) of such invoice, and twenty (20) days thereafter to remit payment owed to City on the invoice.
- a. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City on the monthly invoice corresponding in accordance with the above.
 - b. If Developer does not pay within 30 days of any invoice billed by City to Developer in accordance with the above, City has the right to stop all work under this Agreement.

- c. Developer will be allowed to keep a ten percent (10%) retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will become due and owing in full to City upon completion of the Work and invoicing by City to Developer for the amounts due and owing, subject to acceptance by Developer; except, work shall be deemed acceptable if all applicable City Standards and Specifications are met.
- vii. City Personnel Costs: City will not invoice or attempt to collect any payment or reimbursement from Developer under this Agreement for the labor costs of City's personnel, which includes the City Administrator, Public Works Director, human resources personnel, finance personnel, or the labor costs of City employees, which refers only to employees of City and does not include independent contractors or subcontractors. Further, City agrees not to bill Developer under this Agreement for labor costs incurred by the City Attorney unless otherwise allowed under Paragraph 12.
- viii. Purchasing Policy / RFP / Bidding Process: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. City shall provide to Developer all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, it will have three (3) business days to provide City, in writing, with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Developer provides City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.
- ix. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by City with other funds deposited by City from other sources. Further, any funds remitted by Developer will gain no interest, and City shall determine where said funds are to be deposited.
4. **Prior Agreement(s):** Unless specifically set forth herein, this Agreement shall not be construed to relieve any Party of any obligations of the Parties under any prior written Agreements entered by and between the Parties.
5. **Ownership in Work:** Developer neither has nor will gain ownership or other interest in Public Improvements in this Agreement.

6. **Easements:** Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before City commences work under this Agreement. The Parties acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, City agrees to take all steps necessary to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.
7. **Conflict of Interest:** No salaried director, officer or employee of City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement null and void. Any federal regulations and applicable provisions in Section 105.450 *et seq.*, RSMo. shall not be violated.
8. **Entire Agreement:** This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. **Default by Developer and Termination:** If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.
10. **Default by City and Termination:** If through any cause, City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver

written notice of the same to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.

11. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. **Fee-Shifting:** Upon entry of a Court order adjudging liability on the part of a party to this Agreement for gross negligence or any form of intentional misconduct in connection with that party's discharge of its obligations under this Agreement, the party found liable shall be required to pay the non-liable party its reasonable attorneys' fees and expenses incurred in connection therewith.
13. **Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement, provided, however, that City covenants that all work performed by City under this Agreement will be done in a workmanlike manner and in accordance with all applicable City Standards and Specifications.
14. **Independent Contractor:** The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

16. **Survival:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between City and any current or future owner of the Property without recording thereof.
17. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. **Whereas Clauses:** The “Whereas” clauses stated above are incorporated herein by reference.
19. **Assignment:** This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. **Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
21. **Severability Clause:** 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.
22. **Contingent Upon Funds and Approval:** This Agreement is contingent upon City having sufficient funds available to perform the Work covered by this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as the result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
23. **Supplemental Agreements/Additional Action:** The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
24. **Waiver:** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. **Contract Documents:** The Agreement shall consist of the following:

- a. This Agreement;
- b. Exhibit A1-A2 – Legal description;
- c. Exhibit B – Final Plans;
- d. Exhibit C – Cost Estimate(s); and
- e. Any properly executed amendments.

26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows: to the City:

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

To Developer: Iron Grain District, LLC
 Attn: Randy Magers
 2776 S. Campbell
 Springfield, MO 65807

[SIGNATURES ON FOLLOWING PAGE (Page 11 of 11)]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER:

CITY OF REPUBLIC, by:

Iron Grain District, LLC

By: _____
Randall W. Magers
Sole Member of Magers Management
Company, LLC, the Sole Member of
Iron Grain District, LLC

David Cameron, City Administrator

Magers Republic No. 3C, LLC

Approved as to Finance and Budgetary Purposes:

By: _____
Randall W. Magers
Sole Member of Magers Management
Company, LLC, the Sole Member of
Magers Republic No. 3C, LLC

Meghin Cook, Finance Director

Approved as to Form:

Megan McCullough, City Attorney

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AGENDA ITEM ANALYSIS

Project/Issue Name: 22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: June 21, 2022

Issue Statement

Republic Land Holdings, LLC has applied to change the Zoning Classification of approximately (100.64) acres of property located at the 800-1500 Blocks of West State Highway 174 from the Sandstone West Planned Development District (PDD) to **Prairie Ridge Planned Development District (PDD)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(100.64) acres** of land located between the 800 and 1500 Blocks of West State Highway 174. The property is currently utilized as farmland with several agricultural structures.

Applicant's Proposal

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for a residential mixed-use development consisting of one area of Multi-Family Dwellings (15.90 acres) and three areas of Single-Family Residential Lots (84.74 acres), and Regional Detention. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development, the required Secondary Arterial Street, and Local Streets to support the development.

Specifically, the Applicant's proposal includes the following elements:

- **Area A: Single-Family Residential**
 - Total Area: 84.74 acres
 - Total Lots: 291
 - Permitted Uses: Single-Family Residential
 - Setbacks:
 - Front: 20 Feet
 - Rear: 25 Feet
 - Interior Side Setback: 5 Feet
 - Side Street Setback: 15 Feet

- Density: 7.26 Dwelling Units/Acre
- **Area B: Multi-Family Residential (R-3)**
 - Total Area: 15.90 acres
 - Total Dwelling Units: 300
 - Permitted Uses: Multi-Family Residential
 - Density: 19 Dwelling Units/Acre

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City.**

Consistency with the Planned Development District (PDD) Ordinance

The purpose of the Planned Development Regulations is to allow for mixed-use, unconventional, or innovative arrangements of land and public facilities, which would be difficult to develop under the conventional land use and development regulations of the City.

Planned Unit Developments must demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval:

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
 - Prairie Ridge is a residential mixed-use development consisting of single-family and multi-family residential dwelling units.
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Prairie Ridge PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction and dedication of a Secondary Arterial Street, identified in the City's Major Thoroughfare Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
 - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Prairie Ridge Development can be adequately supported by the City's capacities for water, sewer, and transportation.
- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.

- The Prairie Ridge Development Plan includes the construction of a Secondary Arterial City Street identified on the City's Major Thoroughfare Plan. The street will connect the development from West State Highway 174 to the property to the north; the Secondary Arterial is a planned City Street with connections to US Highway 60 to the south of the development and South Farm Road 71 to the north of the development.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential development through proactive rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

The 2021 Comprehensive Plan and Land Use Plan identifies Land Use Goals and Objectives relating to development, as follows:

- **Goal:** Support market conditions to develop a greater variety of residential options
 - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available
- **Goal:** Support new development that is well-connected to the existing community
 - **Objective:** Encourage development that improves and expands upon existing infrastructure
 - **Objective:** Promote development aligning with current adopted plans of the City
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development

Compatibility with Surrounding Land Uses

The subject site is surrounded by existing agricultural and residential zoned properties and uses:

- North: Greene County Agricultural, Sandstone West PDD
- South: Medium Density Single-Family Residential (R1-M)
- East: Medium Density Single-Family Residential (R1-M)
- West: Greene County Agricultural Residential and Agricultural

The land uses permitted in the Applicant's proposal are considered to be generally compatible with the surrounding agricultural and residential zoned properties and uses in proximity to the subject parcel.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: This site is in proximity to City of Republic sanitary sewer and water service, with existing points of connection to the east, in the Sandstone Subdivision, to the south,

via a water main parallel to West State Highway 174, and an existing sanitary sewer Lift Station on the south side of West State Highway 174.

The majority of the development will be served by a new Lift Station, designed to serve the development, located in the northwestern portion of the development. The effluent will travel from the new Lift Station into an existing gravity sewer system in the Sandstone Subdivision to the east, which then flows directly to the Wastewater Treatment Facility. A small portion of Phase 4 will be served by gravity flow to (existing) Lift Station 2 on the south side of West State Highway 174, which is then pumped into an existing gravity sewer system flowing directly to the Wastewater Treatment Facility, while around six acres of Phase 1 will flow directly to the existing gravity sewer system in the Sandstone Subdivision to the east.

The development will be served via a looped water system, connecting to existing water mains parallel to West State Highway 174 and to existing water mains serving the Sandstone Subdivision to the east. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

The Water System, the proposed Lift Station, existing Lift Station, and the Wastewater Treatment Facility have sufficient capacity to serve the proposed development at full build-out.

Transportation: The Development Plan includes the construction and dedication of a new Secondary Arterial within the development area, identified in the City's Major Thoroughfare and Transportation Plans, in addition to multiple Local Streets to serve Lots within the development.

The Applicant performed a Traffic Impact Study (TIS), reviewed by MODOT and the City of Republic, to analyze the impact of the traffic generated from the proposed development. The results of the TIS indicates the proposed full buildout of the development warrants several transportation improvements on West State Highway 174. These improvements are identified in Phases 3 and 4 of the development and include an eastbound left turn lane and westbound right turn lane in Phase 3 of the development and an eastbound left turn lane during Phase 4 of the development; additional improvements at the intersection of South Farm Road 67 and West State Highway 174 include a westbound left turn lane. The City's transportation improvements, required by the development, include a left turn lane from southbound Kansas onto eastbound West State Highway 174, three lane sections of Kansas for left turns at internal intersections, and the TIS required left turn lanes on West State Highway 174 into the development. The transportation improvements required to support the development are the responsibility of the Developer.

The City will be working with MODOT and the Applicant throughout the development process, including during construction of the required transportation improvements to support the development.

No parcel within the development will have direct access to State Highway 174 or the Secondary Arterial Street.

Stormwater: The Development Plan contains areas designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. Additional stormwater areas



and/or easements may be required through the engineering design process. The stormwater retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.

Floodplain: The subject parcel **does** contain a **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does** contain identified sinkholes; development of the property will require adherence to the City's Sinkhole Ordinance.

All developments must include site design providing for sufficient emergency vehicle access as well as fire protection facilities (e.g. fire hydrants). **Additional elements of code compliance, evaluated at the time of infrastructure design, impacting the development of the subject property, include, but are not limited to, the City's Zoning Regulations, adopted Fire Code, and adopted Building Code.** The next steps in the process of development of the subject parcel, upon a favorable rezoning outcome, will be the development, review, and approval of an Infrastructure Permit for the construction of utility services and roads.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer services and the City's transportation network. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), Staff recommends the approval of this application.

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 100.64 ACRES, LOCATED BETWEEN THE 800 AND 1500 BLOCKS OF WEST STATE HIGHWAY 174, FROM SANDSTONE WEST PLANNED DEVELOPMENT DISTRICT TO PRAIRIE RIDGE PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, the City of Republic, Missouri, (“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, Republic Land Holdings, LLC (“Applicant”) submitted an application to the City’s BUILDS Department to rezone approximately 100.64 acres of real property located between the 800 and 1500 blocks of West State Highway 174 in Republic, Missouri from the Sandstone West Planned Development District (PDD) to the Prairie Ridge Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Prairie Ridge Planned Development District, identified as PDD 21-001 (“Development Plan”); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for June 13, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on May 25, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

WHEREAS, the City gave notice of the public hearing on the application to the record owners of all properties within the area proposed to be rezoned and within 185 feet of the property proposed to be rezoned; and

WHEREAS, the public hearing on the application and Development Plan was conducted by the Planning and Zoning Commission on June 13, 2022, after which the Commission rendered written findings of fact on the proposed amendment, Development Plan, and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of four (4) Ayes to zero (0) Nays, recommended the approval of the application and Development Plan for rezoning; and

WHEREAS, the application for rezoning, the Development Plan, and the request to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on June 21, 2022, after which the City Council voted to rezone such property, approve the Development Plan, and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract comprising of 100.64 acres located at the 800-1500 Block of West State Highway 174, Republic, Missouri, more fully described in the legal description herein below, from the

Sandstone West Planned Development District (PDD) to the Prairie Ridge Planned Development District (PDD).

TRACT I: ALL OF THE SOUTH ONE-HALF (S½) OF LOT TWO (2) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL¼) OF SECTION NINETEEN (19), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), LYING NORTH OF STATE HIGHWAY 174, ALL IN GREENE COUNTY, MISSOURI.

TRACT II: ALL OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), GREENE COUNTY, MISSOURI, EXCEPT A TRACT OF LAND CONTAINING 2 ACRES LYING IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) DESCRIBED AS FOLLOWS: BEGINNING 1124.65 FEET NORTH OF THE CENTER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24); THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼), 208.75 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼), 417.5 FEET; THENCE SOUTH 208.75 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER-QUARTER; THENCE WEST 417.5 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III: ALL OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼), SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), GREENE COUNTY, MISSOURI, SUBJECT TO A TEMPORARY ACCESS EASEMENT BEING DESCRIBED IN BOOK 2011, AT PAGE 011147-11, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI.

EXCEPT THE FOLLOWING: ALL THAT PART OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING ALUMINUM CAPPED PIN MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE¼); THENCE SOUTH 01°42'59" WEST, WITH THE EAST LINE OF SAID NORTHEAST QUARTER (NE¼), 1340.50 FEET TO AN EXISTING 5/8" IRON PIN; THENCE CONTINUING SOUTH 01°42'59" WEST, WITH THE EAST LINE OF SAID NORTHEAST QUARTER (NE¼), 449.14 FEET; THENCE NORTH 87°42'16" WEST, 611.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE SOUTH 02°17'44" WEST, 115.00 FEET; THENCE NORTH 87°42'16" WEST, 192.35 FEET; THENCE NORTH 02°17'44" EAST, 115.00 FEET; THENCE SOUTH 87°42'16" EAST, 192.35 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING: ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI; THENCE NORTH 75 FEET FOR A SECOND BEGINNING POINT; THENCE NORTH 330 FEET; THENCE WEST 264 FEET; THENCE SOUTH 330 FEET; THENCE EAST 264 FEET TO THE POINT OF SECOND BEGINNING; BEING A TRACT OF LAND LOCATED IN THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI.

TRACT V: ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI; THENCE NORTH 75 FEET FOR A SECOND BEGINNING POINT; THENCE NORTH 330 FEET; THENCE WEST 264 FEET; THENCE SOUTH 330 FEET; THENCE EAST 264 FEET TO THE POINT OF SECOND BEGINNING; BEING A TRACT OF LAND LOCATED IN THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-FOUR (24), IN GREENE COUNTY, MISSOURI.

Section 2: The Development Plan, as incorporated and attached to this Ordinance, is hereby approved and adopted by the Council along with any modifications and conditions imposed herein.

Section 3: Unless otherwise specifically defined by the approved Development Plan, the development of the tracts of realty contained herein will be regulated according to the requirements of the City of Republic’s Municipal Code of Ordinances.

Section 4: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 5: The whereas clauses are hereby specifically incorporated herein by reference.

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 _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

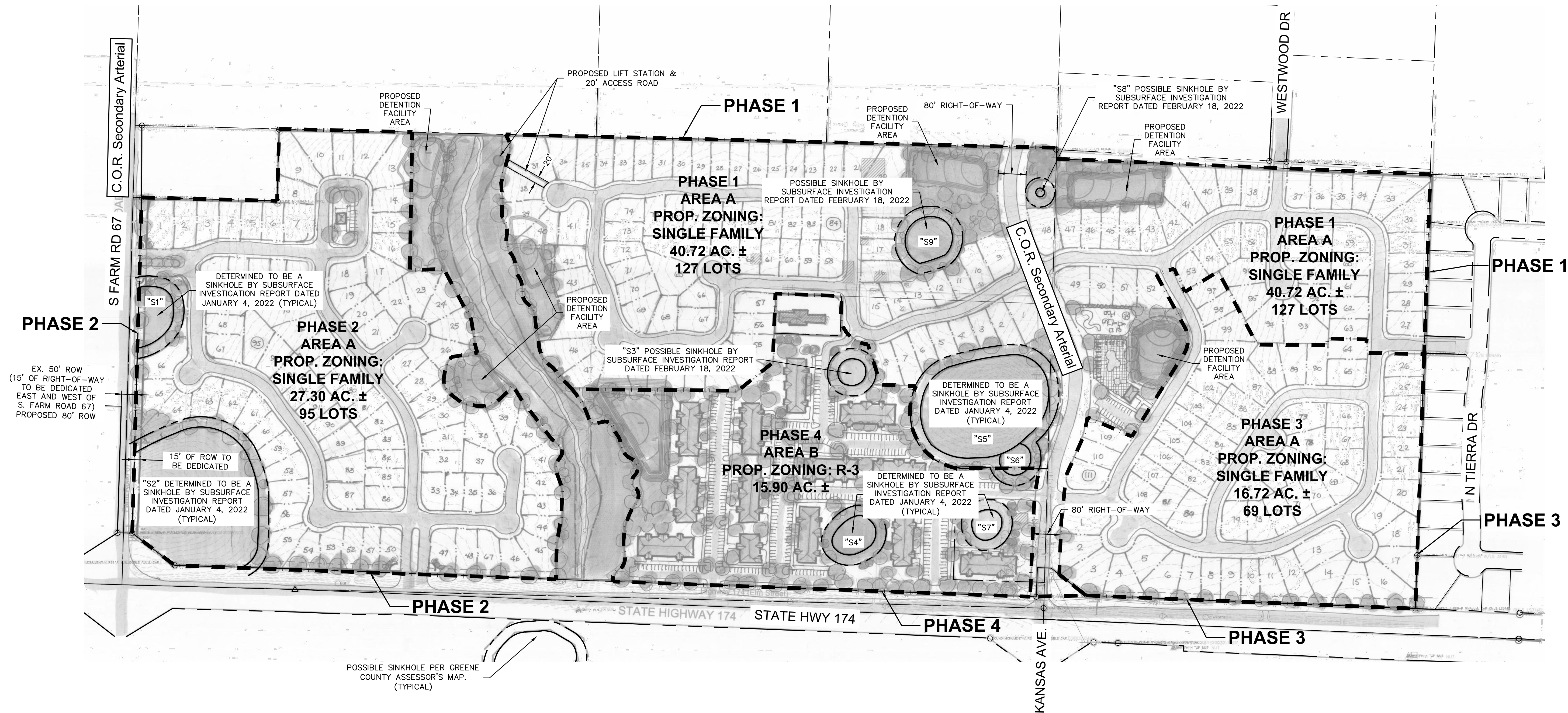
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



LEGEND

— PHASING BOUNDARY
 C.O.R. = CITY OF REPUBLIC
 "S#" = SINKHOLE #

PHASING CALCULATIONS:

| PHASE | USE PERMITTED | ZONING | USE AREA | TOTAL AREA |
|----------|-----------------------|--------|-----------|------------|
| PHASE 1: | AREA A= SINGLE FAMILY | | 40.72 AC. | =40.72 AC. |
| PHASE 2: | AREA A= SINGLE FAMILY | | 27.30 AC. | =27.30 AC. |
| PHASE 3: | AREA A= SINGLE FAMILY | | 16.72 AC. | =16.72 AC. |
| PHASE 4: | AREA B= MULTI-FAMILY | R-3 | 15.90 AC. | =15.90 AC. |

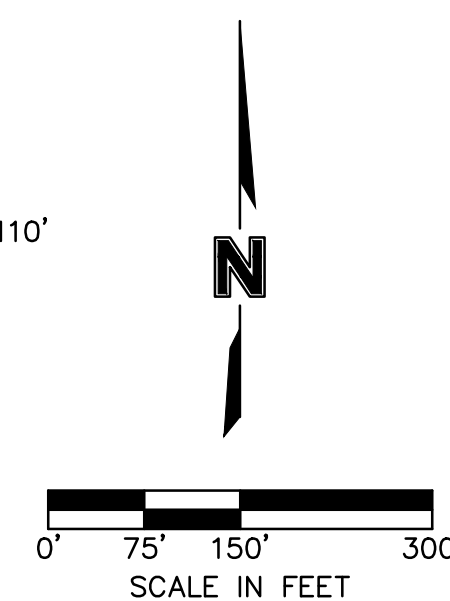
SINKHOLE NOTE:
 A THIRTY (30) FOOT WIDE BUFFER SHALL BE PROVIDED AROUND ALL SINKHOLES

PHASING SUMMARY:
 PHASE 1: 127 SINGLE FAMILY LOTS
 PHASE 2: 95 SINGLE FAMILY LOTS
 PHASE 3: 69 SINGLE FAMILY LOTS
 PHASE 4: 300 MULTI-FAMILY UNITS

SINGLE FAMILY DENSITY REGULATIONS:
 AREA A (SINGLE FAMILY): 291 TOTAL UNITS; MIN. LOT SIZE 55' X 110'
 7.2 DWELLING UNITS PER ACRE

SETBACK REQUIREMENTS PER LOT:
 FRONT YARD = 20 FEET
 REAR YARD = 25 FEET
 SIDE YARD (STREET) = 15 FEET
 SIDE YARD (INTERIOR) = 5 FEET

MULTI-FAMILY DENSITY REGULATIONS:
 AREA B (MULTI-FAMILY): 19 DWELLING UNITS PER ACRE



Item 9:
 550 St. Louis St.
 Springfield, MO 65806
 TEL 417.890.8802
 www.olson.com

| REV. NO. | DATE | DESCRIPTION | NO. | DESCR. | REVISIONS | |
|----------|------|-------------|-----|--------|-----------|-----|
| | | | | | DATE | NO. |
| | | | | | | |
| | | | | | | |

PRAIRIE RIDGE - REZONING EXHIBIT

PRAIRIE RIDGE
 STATE HWY 174 & S FARM ROAD 67

REPUBLIC, MO

drawing by: CRW
 checked by: RGH
 approved by: RGH
 QA/QC by: RGH
 project no.: 021-02062
 drawing no.:
 date: 04.11.2022

SHEET
 1 of 1

2022

5/5/2022
EXHIBIT #1

**Requirements and Standards Applicable to
Planned Development District No. _____**

**Prepared by:
Olsson Inc, Ricky Haase, PE**

A. INTENT

The intent of the Planned Development District (PDD) is to create a mixed-use development made up of single family and multifamily. The proposed development plan provides a diverse mixture or variations of land uses and densities as required by section 405.220 of the City's Zoning Regulations.

The second requirement of these regulations requires that the design involve the provision of all infrastructure deemed necessary to adequately serve the potential development. See the attached exhibit for the proposed infrastructure improvements.

The third requirement of the Zoning Regulations requires the development to promote the City's Comprehensive Plan. This proposed PDD aligns with the City's Objectives 1B and 1C of the Land Use Plan by providing the community with a variety of housing options and by creating multiple new options consistent with those identified as in demand in the City's Housing Market Study completed in 2021.

The proposed PDD meets the intent of the fourth requirement of the Zoning Regulations in multiple ways. This development will connect to the City's utility system that are already present at the perimeter of the development. This ensures the project will have little burden to the City as it relates to utility maintenance upon completion of the project. The proposed roadway network associated with the PDD conforms to the Major Thoroughfare Plan by providing a secondary arterial street through the heart of the development. This secondary arterial extends from the southern boundary to the northern boundary as an extension of Kansas Avenue. Also, the PDD takes into account the proposed primary arterial along the southern boundary of the development. This improved roadway network will lessen congestion in the streets. It will also provide easier access for fire, police, and ambulance services to the eastern limits of the city.

These amenities for the single family areas will include a swimming pool with bath house and restrooms, an indoor gym with equipment, a sports court, open park space, and play areas as seen in the attached exhibit central to the development. The R-3 area will have a swimming pool with pool house, open park space, and play areas.

To ensure a clean, safe, and vibrant neighborhood, Covenants, Conditions, and Restrictions (CCRs) will be developed and recorded. These CCRs will not only establish a Neighborhood Association. They will also layout requirements for building standards the new homes must adhere to.

The average lot size of the single-family residential lots on this project will be 55 feet by 110 feet. Multiple builders have reached out to the developer specifically requesting this lot size.

In an attempt to keep housing affordable in the Republic community, the developer's best opportunity is a reduction of lot cost by increasing the number of lots. Our current floor plans accommodate the width of the lots while accounting for the setbacks. With these floor plans, there is an opportunity to have a smaller width lot without sacrificing great curb appeal. The reduction in lot width also allows us to have additional green space for the community while maintaining appropriate densities to make the project financially viable. The developer's market research shows that community space is favored over large side yards. Today's buyer enjoys a sense of community that can be shared in common areas. Most developers are purely concerned with maximum density, while this project development group prefers to use some of the width savings for the enjoyment of the community, something not offered by our competitors in other current new construction entry level communities. This developer believes what we are proposing is the type of communities that most Republic homeowners desire.

B. DEFINITIONS

The definitions contained in Article 405-I shall apply to this ordinance, unless modified herein.

C. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The area densities shall not exceed the following. Refer to Exhibit #2 for Area Locations:
 - a. Area A (Single Family) – 291 lots. 127 lots in phase 1. 95 lots in phase 2. 69 lots in phase 3. 7.26 dwelling units per acre.
 - b. Area B (Multifamily) – 300 multifamily units. Approximately 19 units per acre.

D. USES PERMITTED

1. Area A – Shall adhere to "Area A" Single-Family Residential District as defined in this PDD
2. Area B – Shall adhere to "R-3" Multi-Family Residential District
3. In all areas A and B, not-for-profit neighborhood facilities, including indoor and outdoor recreation facilities, operated by a neighborhood or community organization or a property owners' association, shall be a Permitted use.

E. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

Area A (Single Family Residential):

1. Minimum lot size = 6,000 square feet or approximately 7.26 dwelling units per acre.
2. Minimum Yard Requirements
 - a. Front Yard = 20-ft
 - b. Rear Yard = 25-ft
 - c. Side Street Setback = 15-ft

- d. Interior Side Yard Setback = 5-ft

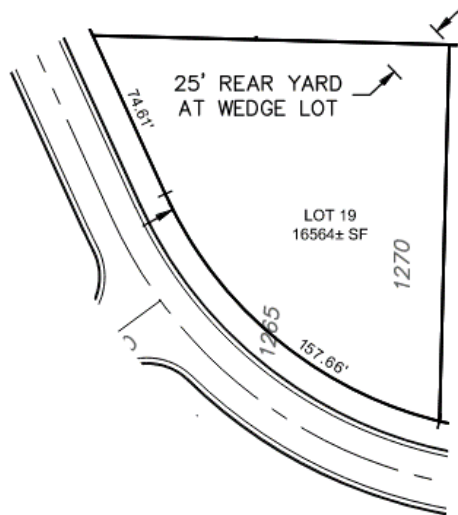
Area B (R-3):

Shall adhere to Article 405-V except:

1. Coordinating note #5, per section 405.540 does not apply.

For both Area A and B:

1. On a curve or cul-de-sac, the lot width shall be measured along the cord at the front yard setback.
2. On wedge shaped lots Rear Yards shall be measured from the rear point of the lot as shown below.



F. Public Facilities

Public utilities, roads and stormwater shall be designed in accordance with the City of Republic Design Standards. Water will be connected to the existing public system along Hwy 174 and to the existing Sandstone Subdivision to the east. Electric will be provided by the local utility provider. Sanitary Sewer will connect to the existing public main at the eastern limit of the development. A new lift station will be designed and constructed in phase 1 of this development. The lift station will be placed in the existing floodplain that passes through the development. The force main will be routed to the east boundary of the development and discharge to the existing Sandstone Subdivision sewer system. The new lift station will be sized to handle this Prairie Ridge development flows only. Also, 100 gpm of flow from the apartment buildings will be sent to the existing lift station #2 on the south side of Hwy 174 due to the lack of capacity of the gravity system in the Sandstone Subdivision to the east. Stormwater detention will be provided internally to the PDD where feasible.

G. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shall conform to those shown on the attached Development Plan as well as the PDD specific traffic study completed by CJW. Turn lanes are warranted on State Highway 174 at the time of Phase 3 of the development as well as Phase 4 per the traffic study. Internal public streets shall be designed in accordance with the City of Republic design standards and will have 50-foot dedicated right of way widths. It is understood that the city secondary arterial through the center of the property will have an 80 foot right of way.

H. OFF-STREET PARKING

Off-Street Parking shall comply with the City of Republic Land Use Article 405-VI in effect at the time of development.

I. SIGNS

Signage shall comply with the City of Republic Chapter 415 in effect at the time of development.

J. LANDSCAPING & SCREENING

1. Landscaping and screening within Areas A and B shall comply with the City of Republic Article 405-X and Article 405-XI in effect at the time of development.
2. No buffer will be required between the proposed Area A and the existing R1-M of the existing Sandstone Subdivision at the east boundary of the proposed development.
3. No buffer will be required between this proposed development and the existing agriculture (A-1) nor agriculture-residence (A-R) Greene County parcels adjacent to this development to the north.

K. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

L. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult. Refer to the Development Plan for Phasing limits. Proposed approximate phasing of lots within the PDD is as follows:

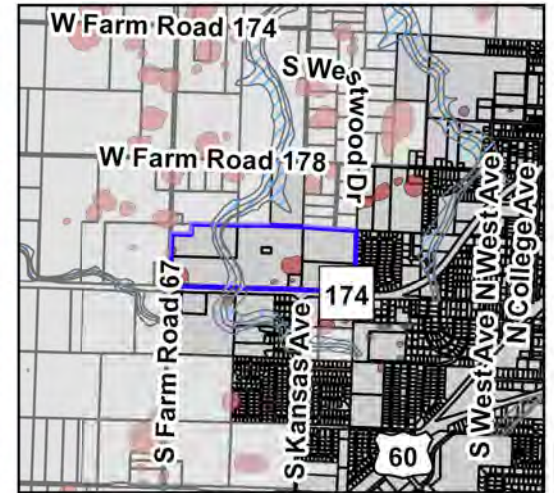
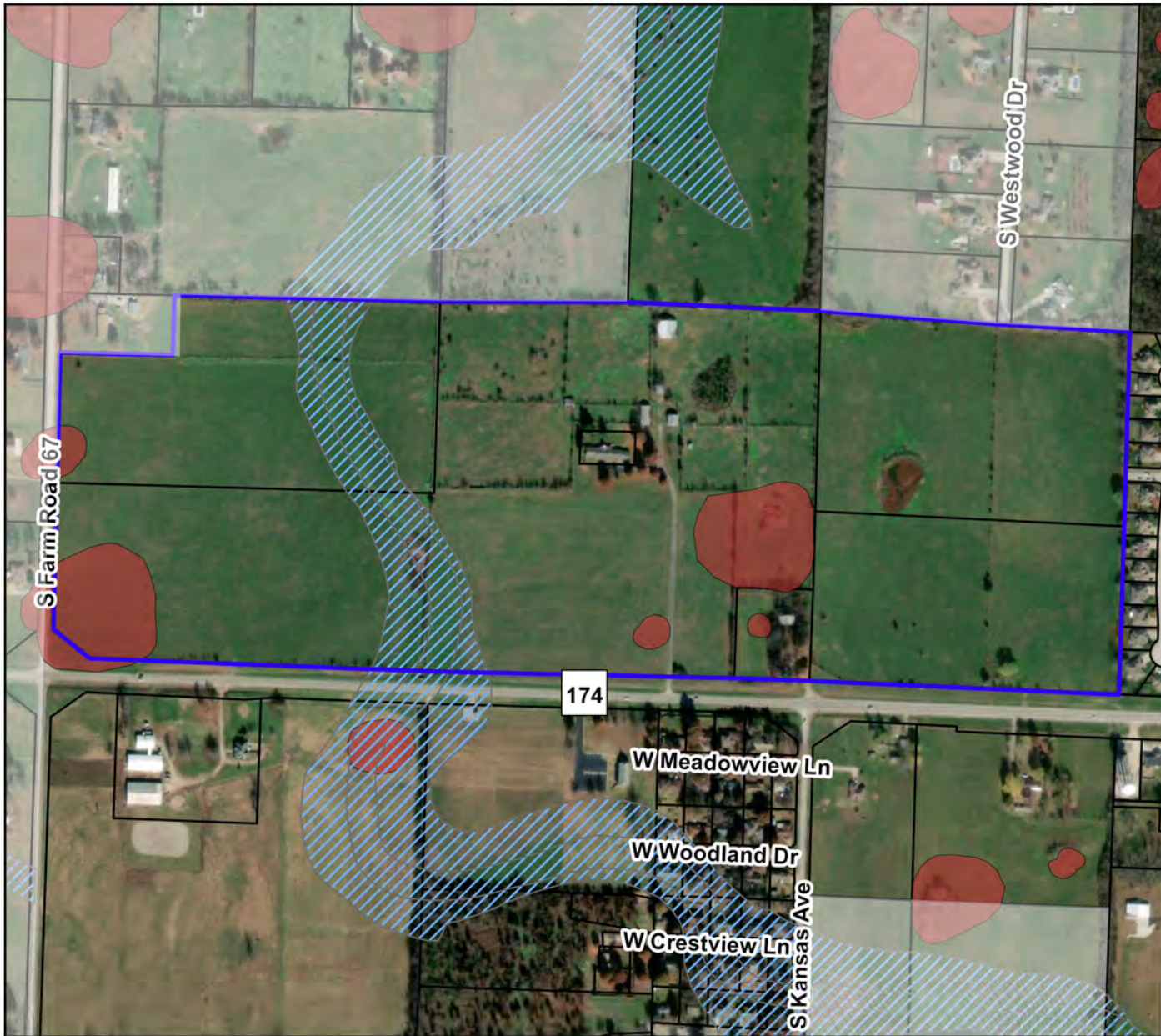
- Phase 1: 127 Single Family Lots (Area A)
- Phase 2: 95 Single Family Lots (Area A)
- Phase 3: 69 Single Family Lots (Area A)
- Phase 4: 300 Dwelling Units (R-3)

The construction and final platting of the first phase shall be completed within two (2) years of the date of approval of the development plan. If the first phase has been constructed and a final plat issued, subsequent phases may be submitted covering portions of the approved development plan; provided, however, that all phases of the development plan and final platting must be completed within eight (8) years of the date of approval of the development plan. If the development plan and final platting have not been completed within the timeline set in this Section, then the development plan shall be resubmitted to the City for extension and approval in accordance with the provisions of Section 410.150 hereof. If an extension and approval is not

granted, the original development plan approval shall be null and void. It shall not be the responsibility of the City to notify the applicant of an expired development plan.

PDD 22-004: Prairie Ridge

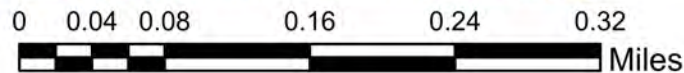
Vicinity Map



Legend

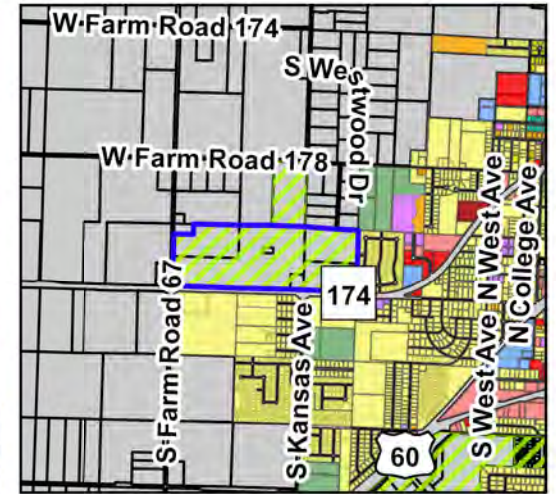
- Prairie Ridge PDD
- Parcels
- Sinkhole
- Floodplain

Owner: Republic Land Holdings LLC
Area: 100.64
Existing Zoning: Sandstone PDD
Requested Zoning: Prairie Ridge PDD



PDD 22-004: Prairie Ridge

Zoning Map



Legend

Prairie Ridge PDD

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

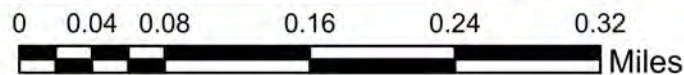
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

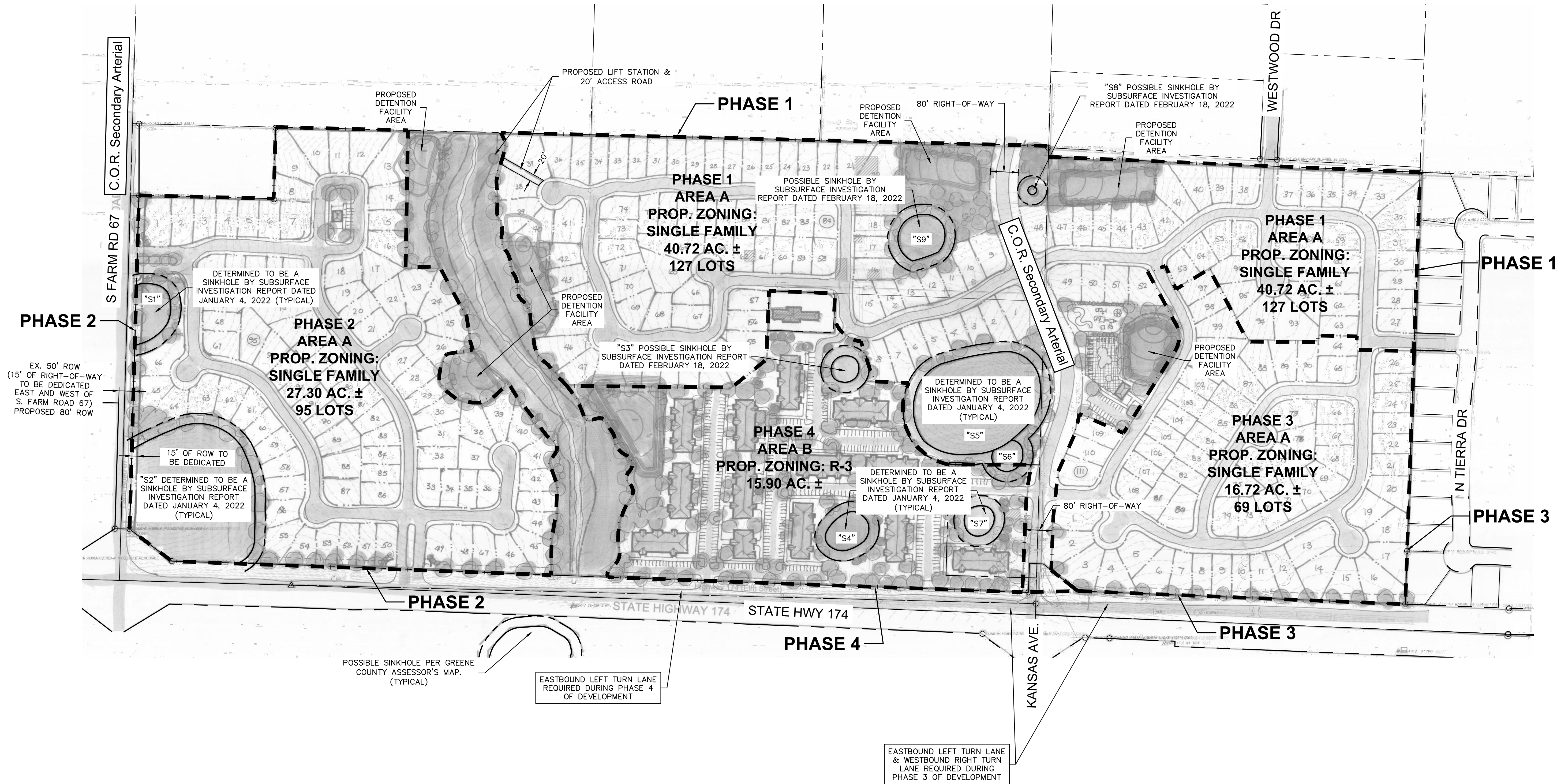
R-2 Two-family Residential

R-3 Multi-family Residential

Owner: Republic Land Holdings LLC
 Area: 100.64
 Existing Zoning: Sandstone PDD
 Requested Zoning: Prairie Ridge PDD



DWG: \\osad.eserveonline.com\lts-mst\projects\2021\02001-02500\021-02062\0-Design\Exhibits\2022\04-19-CONCEPT C\2022\04-19-CONCEPT C.dwg
 DATE: May 05, 2022 1:17pm
 USER: kschwalm
 REF: V_XT090_02102062
 V_XBNDY_02102062



LEGEND

- - - - - PHASING BOUNDARY
 C.O.R. = CITY OF REPUBLIC
 "S#" = SINKHOLE #

PHASING CALCULATIONS:

| USE PERMITTED | ZONING | USE AREA | TOTAL AREA |
|-------------------------------|--------|-----------|------------|
| PHASE 1: AREA A=SINGLE FAMILY | | 40.72 AC. | =40.72 AC. |
| PHASE 2: AREA A=SINGLE FAMILY | | 27.30 AC. | =27.30 AC. |
| PHASE 3: AREA A=SINGLE FAMILY | | 16.72 AC. | =16.72 AC. |
| PHASE 4: AREA B=MULTI-FAMILY | R-3 | 15.90 AC. | =15.90 AC. |

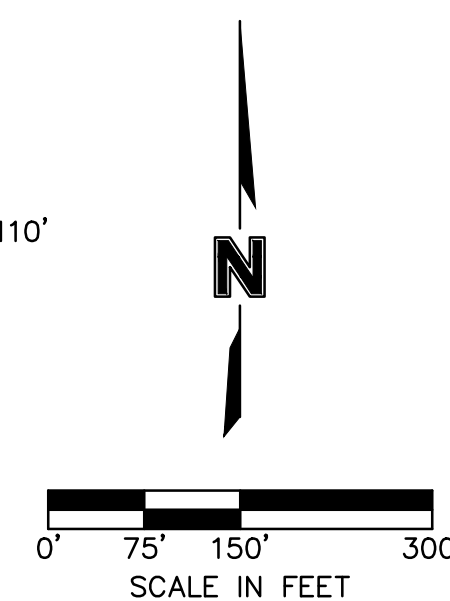
SINKHOLE NOTE:
 A THIRTY (30) FOOT WIDE BUFFER SHALL BE PROVIDED AROUND ALL SINKHOLES

PHASING SUMMARY:
 PHASE 1: 127 SINGLE FAMILY LOTS
 PHASE 2: 95 SINGLE FAMILY LOTS
 PHASE 3: 69 SINGLE FAMILY LOTS
 PHASE 4: 300 MULTI-FAMILY UNITS

SINGLE FAMILY DENSITY REGULATIONS:
 AREA A (SINGLE FAMILY): 291 TOTAL UNITS; MIN. LOT SIZE 55' X 110'
 7.2 DWELLING UNITS PER ACRE

SETBACK REQUIREMENTS PER LOT:
 FRONT YARD = 20 FEET
 REAR YARD = 25 FEET
 SIDE YARD (STREET) = 15 FEET
 SIDE YARD (INTERIOR) = 5 FEET

MULTI-FAMILY DENSITY REGULATIONS:
 AREA B (MULTI-FAMILY): 19 DWELLING UNITS PER ACRE



Item 9.
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

olsson

| REV. NO. | DATE | REVISIONS DESCRIPTION | DESCR. |
|----------|------|-----------------------|--------|
| | | | |
| | | | |
| | | | |

PRAIRIE RIDGE - REZONING EXHIBIT

PRAIRIE RIDGE
STATE HWY 174 & S FARM ROAD 67

REPUBLIC, MO

drawn by: CRW
checked by: RGH
approved by: RGH
QA/QC by: RGH
project no.: 021-02062
drawing no.:
date: 04.11.2022

2022

SHEET
1 of 1

64

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

100.64 acres on 174 PDD to PDD Covariance + Architectural restrictions
~16 acres Multifamily
~85 acres Single Family
Compatible w/ surrounding land use + utilities
New light station required
Staff recommends approval

6000 sqft min lots SW retention adequate for off flow No alternate easements

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

~583 housing units
 * SIMILAR TO WILSON VALLEY NEIGHBORHOOD
 * R3 PLACED IN MIDDLE FOR BUFFER
 * MIN LOT SIZE - 6000 sqft
 * ARTERIAL ROADS - NO DRIVEWAYS CONNECTED
 * STUDY ON TRAFFIC w/ TURN LANES
 * SWIMMING POOL / GYM / COURTS
 * PREVIOUSLY INCLUDED COMMERCIAL - CHANGED
 * COVENANTS / RESTRICTIONS

* WESTWOOD SUBDIVISION (COUNTY)

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

Time:

Type of Application:

06/13/2022

6:00

Planned Development District

Name of Applicant:

Location:

Prairie Ridge PDD (PDD 22-004)

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

Michael Mann

[Handwritten Signature]

06/13/2022



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-40 An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.

Submitted By: Garrett Brickner, Engineering Manager

Date: June 21,2022

Issue Statement

To authorize the execution of an agreement with the with the Missouri Highways and Transportation Commission to provide for sidewalk improvements to meet ADA standards as described under MoDOT Project No. J8S3200.

Discussion and/or Analysis

MoDOT will be making improvements within the City limits of Republic and on Right-of-Way owned by the City. The improvements will take place at pedestrian crossings and/or sidewalk additions on Main Avenue (Route P) from Miller Road to Grace Street. This agreement will allow MoDOT to work on City of Republic Right-of-Way in order to make the improvements.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALK IMPROVEMENTS TO ENSURE COMPLIANCE WITH ADA STANDARDS UNDER MODOT PROJECT NO. J8S3200

WHEREAS, the City of Republic, Missouri, (“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 Highways and Transportation Commission (“MoDOT”) has proposed a Missouri Highways and Transportation Municipal Agreement (“Municipal Agreement”) with the City to provide for sidewalk improvements to meet ADA (“Americans with Disabilities Act”) standards, as detailed in MoDOT Project No. J8S3200; and

WHEREAS, the sidewalk improvements will be made to various pedestrian crossings on Main Avenue (Route P) between Miller Road and Grace Street; and

WHEREAS, the Municipal Agreement is necessary to allow MoDOT to work on City right-of-way in making the improvements; and

WHEREAS, the Council finds the Municipal Agreement will help the City to ensure compliance with ADA standards on its sidewalks, and is in the best interests of the City.

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

- Section 1:** The City Administrator, or his/her designee, on behalf of the City, is authorized to execute a Municipal Agreement with the Missouri Highways and Transportation Commission to provide for sidewalk improvements to meet ADA standards.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the other, additional necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are 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 _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: P
County: Greene
Job No.: J8S3200

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route P, Greene County, Job No. J8S3200 shall consist of improving sidewalk to meet ADA standards.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located at pedestrian crossings and/or sidewalk additions on Main Avenue (Route P) from Miller Road to Grace Street.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8S3200.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-

way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon

the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount

of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal delivery, addressed as follows:

- (A) To the City:
City of Republic
Mayor Matt Russell
213 N. Main Avenue
Republic, MO 65738
- (B) To the Commission:
Southwest District Engineer: Steve Campbell
3025 E. Kearney St.
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF REPUBLIC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____
Title: city clerk

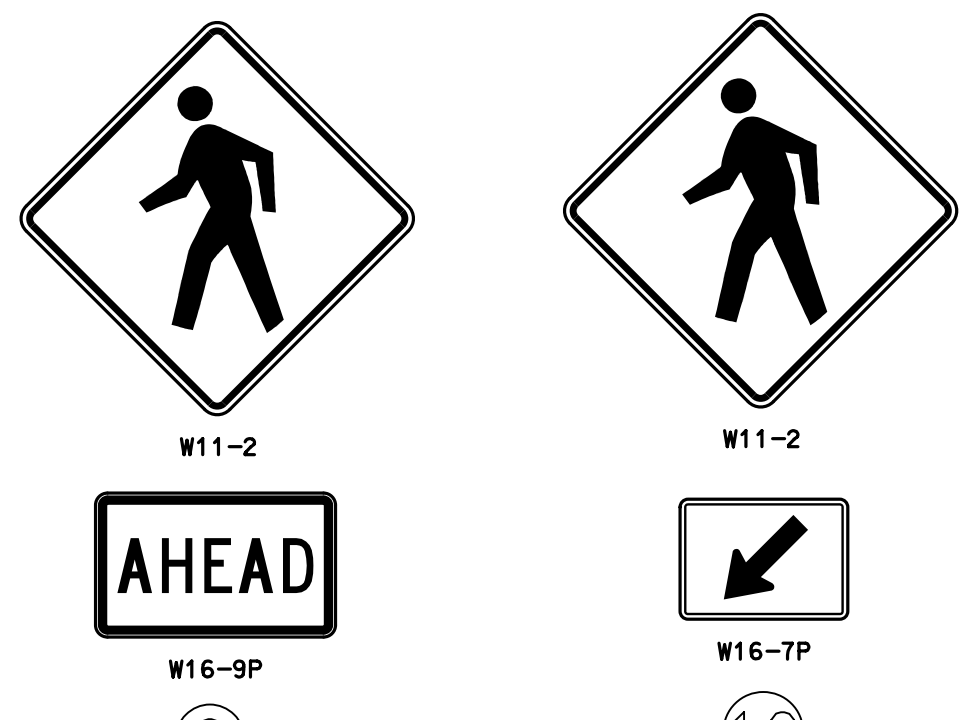
APPROVED AS TO FORM:

APPROVED AS TO FORM:

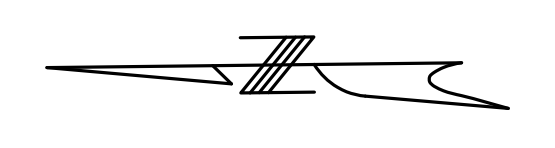
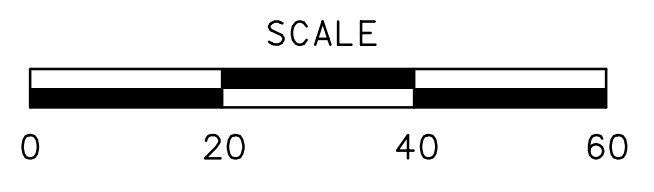
Commission Counsel

By: _____
Title: _____

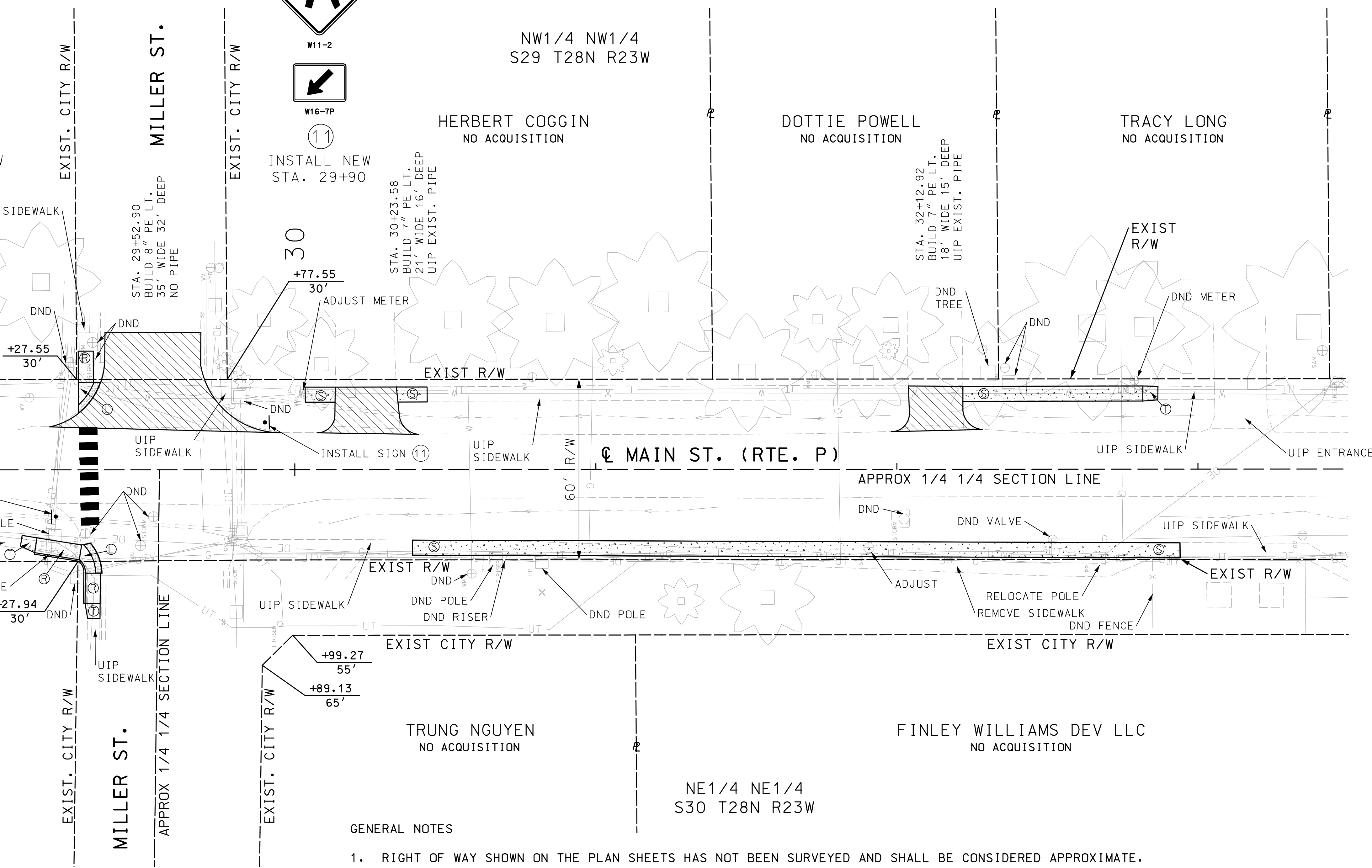
Ordinance Number _____



INSTALL NEW STA. 27+21
INSTALL NEW STA. 29+21



SW1/4 SW1/4
S20 T28N R23W
NANCY FORBIS
NO ACQUISITION
BEGIN PROJECT AT STA. 29+00.00
ROUTE P FEDERAL IMPROVEMENT
BEGINS AT A POINT LOCATED 23.65'
NORTH AND 2648.62' WEST OF NE
CORNER OF THE NW SECTION 30 R23W
T28N AS PER CORNER
DOC. NO. 600-68300



SE1/4 SE1/4
S19 T28N R23W

| | | | |
|--|-----------------|--|------------|
| | RAMP/LANDING | | SIDEWALK |
| | SIDEWALK | | RAMP |
| | TRUNCATED DOMES | | TRANSITION |
| | PAVED APPROACH | | LANDING |

GENERAL NOTES

- RIGHT OF WAY SHOWN ON THE PLAN SHEETS HAS NOT BEEN SURVEYED AND SHALL BE CONSIDERED APPROXIMATE.
- RIGHT OF WAY LIMITS FOR THIS PROJECT EXTEND FROM STA. 29+00.00 TO STA. 57+00.00 ROUTE P, A DISTANCE OF 0.530 MILES.
- ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.
- ALL UTILITIES SHALL NOT BE DISTURBED DURING CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIDEWALK AND RAMPS SHALL BE CONSTRUCTED 5 FEET WIDE UNLESS OTHERWISE NOTED IN THE PLANS.
- ALL BEARINGS ARE BASED ON STATE PLANE BEARINGS, WEST ZONE.
- THE APPROXIMATE LOCATION OF PROPERTY LINES AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS AND REPRESENTATION OF WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE.

EXHIBIT A
1 OF 4

PLAN SHEET
7 OF 10

Preliminary
Plans -
NOT FOR
CONSTRUCTION

DATE PREPARED
3/30/2022

ROUTE STATE
174.P MO

DISTRICT SHEET NO.
SW 10

COUNTY
GREENE

JOB NO.
J8S3200

CONTRACT ID.

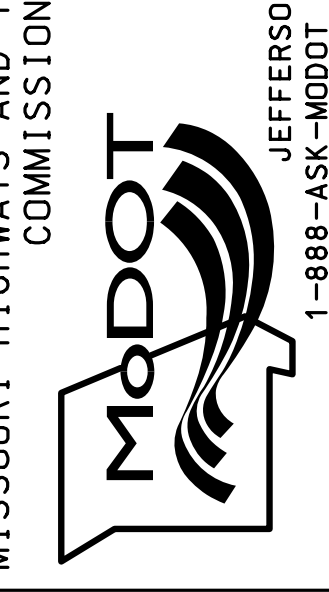
PROJECT NO.

BRIDGE NO.

DESCRIPTION

DATE

MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

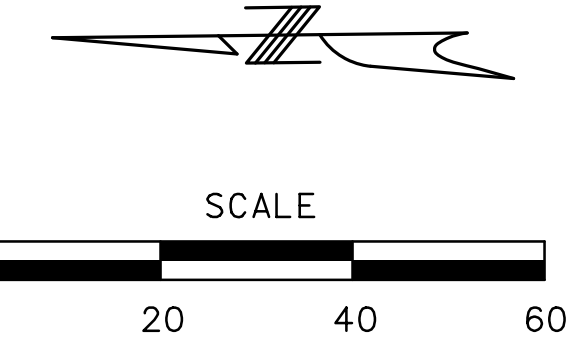


105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

Bartlett & West

1719 SOUTHRIDGE DR. SUITE 100 - JEFFERSON CITY, MO 65109-4000
PHONE 873-534-5181
CERTIFICATE OF AUTHORITY NO. 000707 - ENGINEERING
WWW.BARTLETTWEST.COM

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



Preliminary Plans - NOT FOR CONSTRUCTION

DATE PREPARED 3/30/2022

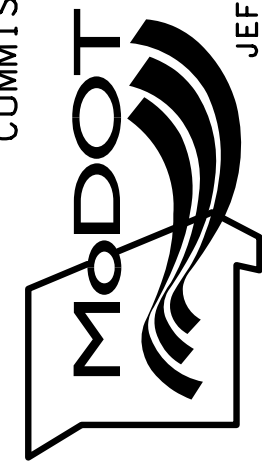
ROUTE 174.P STATE MO DISTRICT SW SHEET NO. 11

COUNTY GREENE JOB NO. J8S3200 CONTRACT ID.

PROJECT NO. BRIDGE NO.

| DATE | DESCRIPTION |
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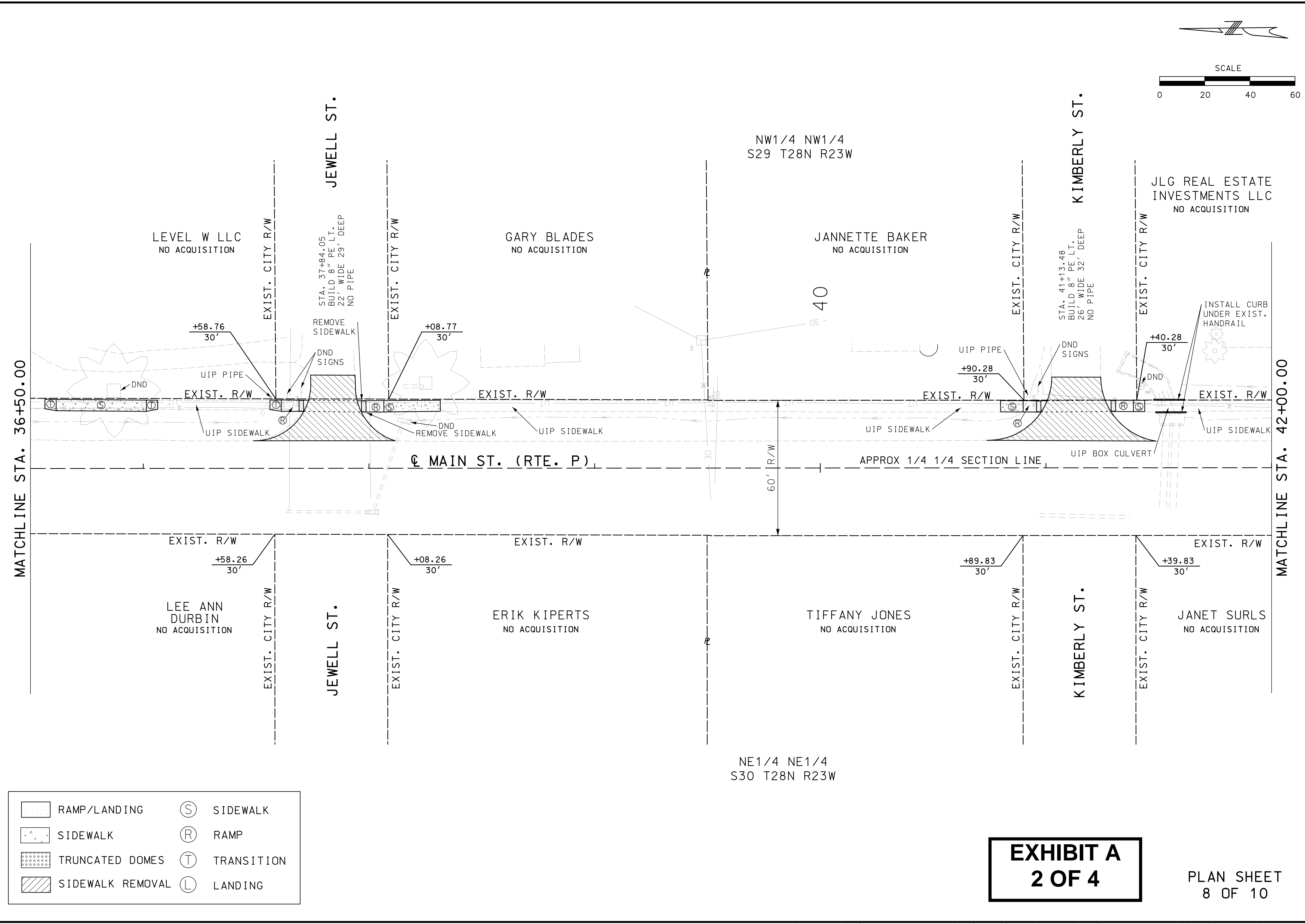
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

Bartlett & West
1719 SOUTHRIDGE DR. SUITE 100 - JEFFERSON CITY, MO 65109-4000
PHONE 873-534-5181
CERTIFICATE OF AUTHORITY NO. 000707, ENGINEERING
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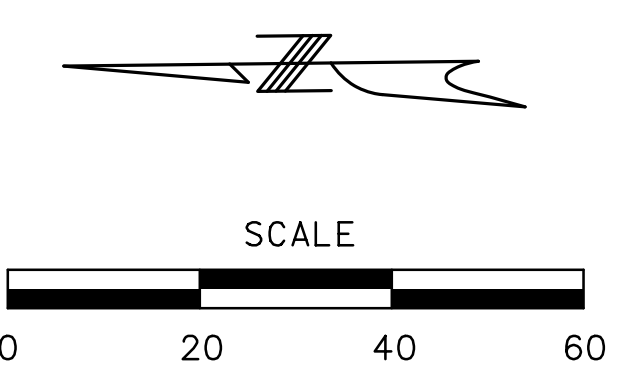
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| | SIDEWALK REMOVAL | | LANDING |

EXHIBIT A
2 OF 4

PLAN SHEET
8 OF 10



Preliminary
Plans -
NOT FOR
CONSTRUCTION

DATE PREPARED
3/30/2022

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| ROUTE | STATE |
| 174.P | MO |
| DISTRICT | SHEET NO. |
| SW | 12 |

COUNTY
GREENE
JOB NO.
J8S3200
CONTRACT ID.

PROJECT NO.
BRIDGE NO.

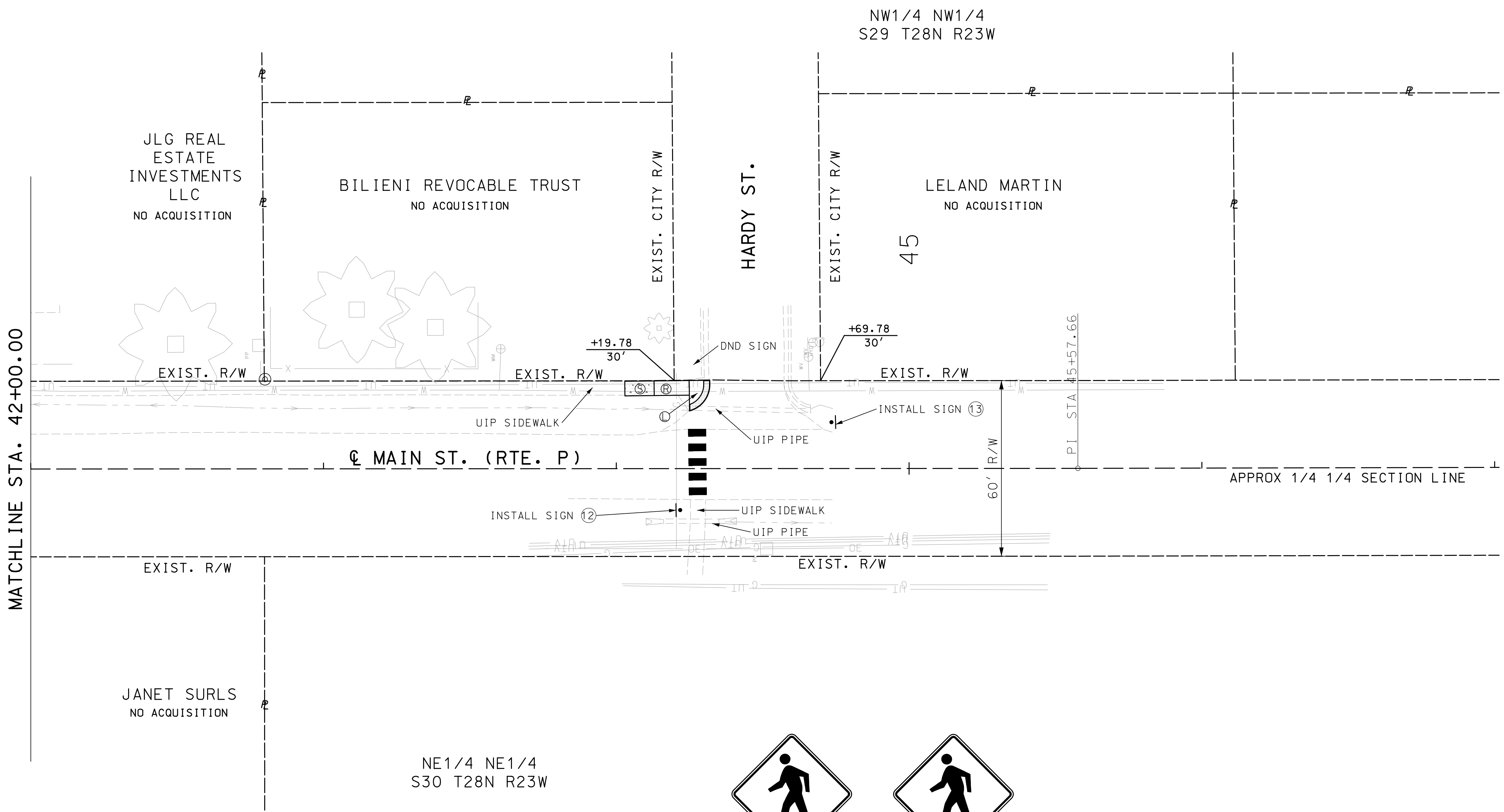
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MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

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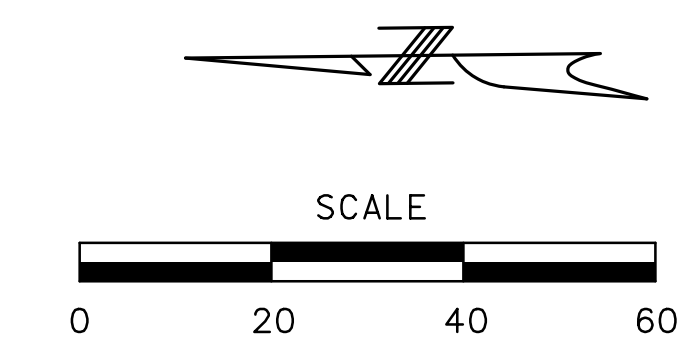
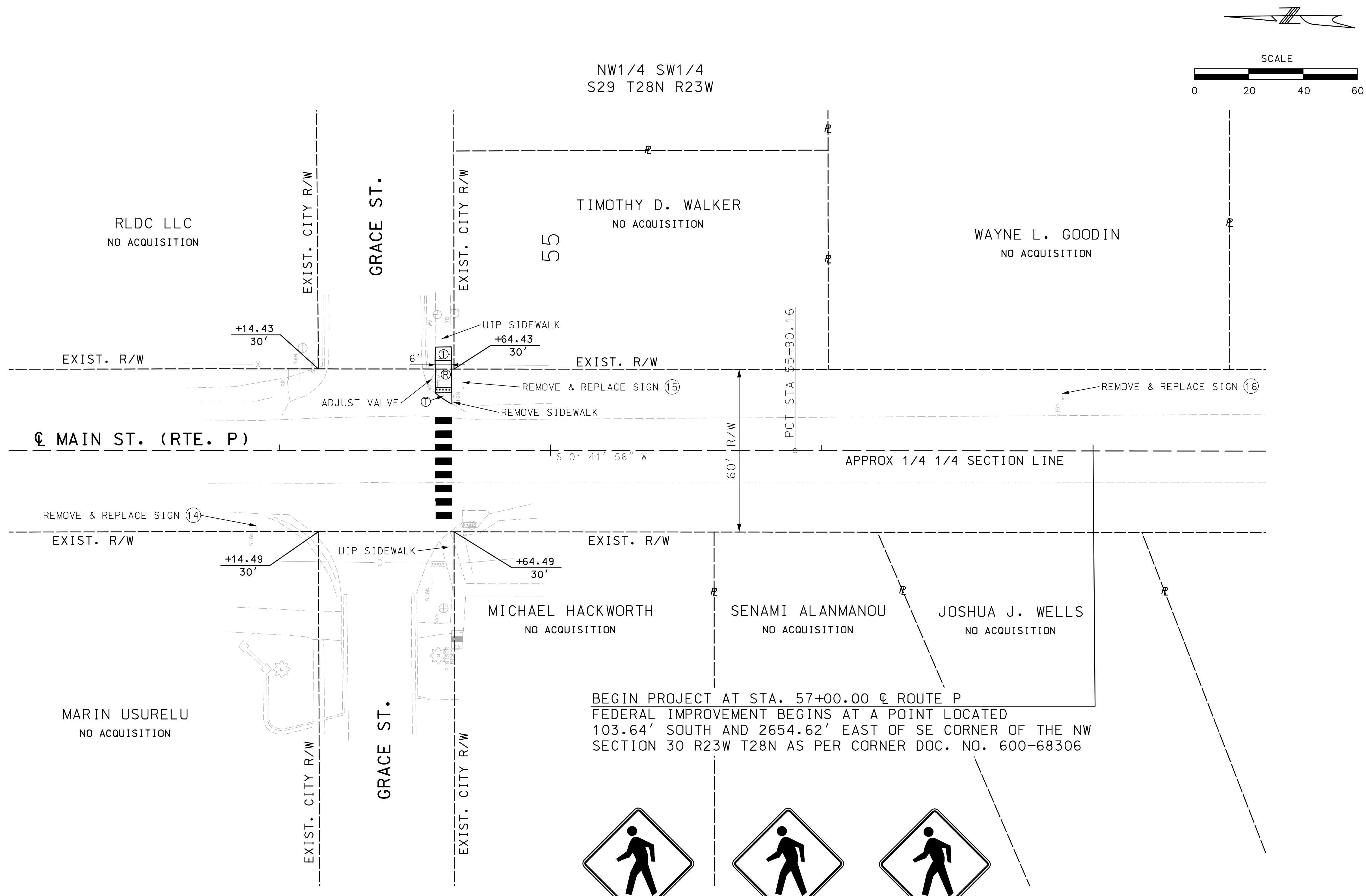


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| | W11-2 | | W11-2 |
| | W16-7P | | W16-7P |
| | 12 | | 13 |
| INSTALL NEW STA. 44+22 | | INSTALL NEW STA. 44+73 | |

EXHIBIT A
3 OF 4

PLAN SHEET
9 OF 10



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| | RAMP/LANDING | | SIDEWALK |
| | SIDEWALK | | RAMP |
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| | PAVED APPROACH | | LANDING |

NE1/4 SE1/4
S30 T28N R23W

W11-2
INSTALL NEW STA. 53+92

W11-2
INSTALL NEW STA. 54+68

W16-9P
INSTALL NEW STA. 56+89

**EXHIBIT A
4 OF 4**

PLAN SHEET
10 OF 10

Preliminary
Plans -
NOT FOR
CONSTRUCTION

| | |
|-----------------------------------|------------------------|
| DATE PREPARED 3/30/2022 | |
| ROUTE 174.P | STATE MO |
| DISTRICT SW | SHEET NO. 13 |
| COUNTY GREENE | |
| JOB NO. J8S3200 | |
| CONTRACT ID. | |
| PROJECT NO. | |
| BRIDGE NO. | |

| DESCRIPTION | DATE |
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MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

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CITY OF REPUBLIC
ORDINANCE NO. _____
BILL NO. _____

JOB NO. J8S3200
AGREEMENT NO. 2022-05-70335
AWARD YEAR: 2022
STATE AGENCY: Missouri Highway and Transportation Commission

An Ordinance to authorize the Mayor to execute an agreement between the City of Republic and the Missouri Highway and Transportation Commission providing for sidewalk improvements to meet ADA standards as described under Project No. J8S3200.

Be it ordained by the Board of Aldermen of Republic as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Republic an agreement with the Missouri Highway and Transportation Commission providing for sidewalk improvements to meet ADA standards as described under Project No. J8S3200.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force and effect immediately after passage by the Board of Aldermen and approval by the Mayor.

Read twice by title after proper posting in accordance with the provisions of Section 79.130, RSMo. (1988) and passed by the Board of Aldermen of the City of Republic, this ____ day of _____, 2022.

Matt Russell, Mayor

ATTEST:

Laura Burbridge, City Clerk

APPROVED by the Mayor of the City of Republic, Missouri, this _____
day of _____, 2022.

Matt Russell, Mayor

ATTEST:

Laura Burbridge, City Clerk

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: 0C26D5B84D664E5FAA8FE6E8D00746EA | Status: Sent |
| Subject: Please DocuSign: 2022-05-70335.pdf | |
| Source Envelope: | |
| Document Pages: 14 | Signatures: 0 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Warner Sherman |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 1860 Michael Faraday Drive |
| | Suite 100 |
| | Reston, VA 20190 |
| | warner.sherman@modot.mo.gov |
| | IP Address: 168.166.80.221 |

Record Tracking

| | | |
|---------------------|-----------------------------|--------------------|
| Status: Original | Holder: Warner Sherman | Location: DocuSign |
| 6/1/2022 8:00:27 AM | warner.sherman@modot.mo.gov | |

Signer Events

| | Signature | Timestamp |
|--|-----------|--|
| Laura Burbridge lburbridge@republicmo.com City Clerk Security Level: Email, Account Authentication (Optional) | | Sent: 6/1/2022 8:05:53 AM Viewed: 6/1/2022 8:08:22 AM |
| Electronic Record and Signature Disclosure: Accepted: 6/1/2022 8:08:22 AM ID: 5dee4db6-86f8-4871-a616-a7932415f4a2 | | |
| Matt Russell mrussell@republicmo.com Security Level: Email, Account Authentication (Optional) | | |
| Electronic Record and Signature Disclosure: Accepted: 1/31/2022 5:46:45 PM ID: ca2cc96b-b686-4414-86e1-182c738010ae | | |
| Bryce D. Gamblin Bryce.Gamblin@modot.mo.gov Security Level: Email, Account Authentication (Optional) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Eric E. Schroeter Eric.Schroeter@modot.mo.gov Security Level: Email, Account Authentication (Optional) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Pamela J. Harlan pamela.harlan@modot.mo.gov Security Level: Email, Account Authentication (Optional) | | |
| Electronic Record and Signature Disclosure: Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411 | | |

In Person Signer Events

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Editor Delivery Events

| | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Dana L. Kaiser
 Dana.Kaiser@modot.mo.gov
 Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jennifer Jorgensen
 jennifer.jorgensen@modot.mo.gov
 Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|--|------------------|---------------------|
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 6/1/2022 8:05:53 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-41 An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: June 21, 2022

Issue Statement

KO Storage of Ozark LLC has applied for a Special Use Permit to operate a boat, vehicle, and self-storage facility on the property located at 909 North College Avenue.

Discussion and/or Analysis

The subject property of this application is comprised of approximately 3.23 acres of land and is zoned General Commercial (C-2). The lot is currently occupied by one storage facility building (10,890 SF) with a section of vehicle storage outside in the northwest corner.

The property is surrounded by:

- General Commercial (C-2) to the North
- Light Manufacturing (M-1) to the East across College Ave
- Single-Family Medium Density Residential (R1-M) to the South
- Light Manufacturing (M-1) and the Wastewater Treatment Plant to the West across West Ave

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit to allow for the development and operation of a Self-Storage Facility of approximately 33,690 SF in total. At present, there is one building (10,356 SF) whose operation predates the amendment of the Special Use Ordinance's inclusion of "Boat, vehicle, and self-storage facilities..." Therefore, the existing operation is of legal nonconforming status. This Application, were it to be approved, would bring the existing use into conformity while allowing for a future new commercial application in line with the proposed development plan.

Compatibility with City's Special Use Ordinance

The City's Special Use Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and



safeguards which may be imposed to protect the public welfare and to conserve and protect the condition and value of property in the neighborhood. Special Use Permits are required by Section 405.670 for Boat, Vehicle, and Self-Storage Facilities.

In addition, the operator of the site will be required to have a valid business license on file with the City prior to conducting business.

Municipal Water and Sewer Service: This site currently has access to City of Republic water and sanitary sewer services. A new hydrant will be placed on the site to ensure the Fire Department can provide adequate coverage. The hydrant will be served by a fire service line connecting to the 4-inch main along West Ave. The Fire Department will be able to access the hydrant by a new gate installed on the west side of the property.

The City's Water system has the capacity to serve the site improvement.

Stormwater: A stormwater report was not required for this project.

Duration: This Special Use Permit, if approved, would remain valid until a change in use or in the configuration of the use occurred. Changes in use or configuration would void the Special Use Permit. Furthermore, the Applicant is required to abide by the various elements outlined in the submitted Site Plan as well as any additional conditions that may be placed on the permit at City Council's request. Design review of site improvements would occur during the review phase of the building permit application process.

Transportation: The subject parcel will have public access on College Ave and emergency access on West Ave. Due to the low traffic impact of storage facilities no Traffic Impact Study (TIS) was required for this project.

Floodplain: The subject parcel **does not** contain a **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does not** contain any **identified sinkholes** on the property.

If the Special Use Permit is granted the Applicant will be eligible to submit an Application for a New Commercial Building Permit. The New Commercial Building Permit Application would then go through the review process to ensure conformance with the City's adopted codes – including, but not limited to, the City's Zoning Regulations, relevant Building Codes, and the Fire Code. This process includes meeting City regulations as they pertain to parking, screening or buffering, lighting, stormwater, etc.

Recommended Action

Staff considers the **proposed Special Use Permit** request for a Storage Facility in a General Commercial (C-2) Zoning District, located at 909 North College Avenue, to be **generally consistent with the City's Special Use Permit Ordinance** and **able to be adequately served by the City's transportation network and the City's municipal facilities**. The BUILDS Department's analysis **does not account for the discretionary authority of the City Council to limit the placement and number of storage facilities in the City**.



Development of the subject parcel will require adherence to the City's adopted Plans and Ordinances; the next step in the process of development of the subject parcel, upon a favorable Special Use Permit outcome, will be the development, review, and approval of a Commercial Building Permit.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT FOR
KO STORAGE OF OZARK LLC TO OPERATE A BOAT, VEHICLE, AND SELF-STORAGE FACILITY
AT 909 NORTH COLLEGE AVENUE**

WHEREAS, the City of Republic, Missouri, (“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, KO Storage of Ozark LLC (“Applicant”) submitted an application for a Special Use Permit (“Application”) that would allow Applicant to operate a boat, vehicle, and self-storage facility on approximately 3.23 acres of real property located at 909 North College Avenue in Republic, Missouri (“the Property”); and

WHEREAS, Republic Code Section 405.670 provides the City Council may authorize certain land uses on real property that are otherwise prohibited under Republic Code, subject to conditions and/or safeguards designed to protect the public welfare and to conserve and protect the condition and value of property in the surrounding area, as deemed necessary and/or appropriate by the Council; and

WHEREAS, under Section 405.670, a special use permit is required for any individual or entity to operate a boat, vehicle, and/or self-storage facility; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for June 13, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published at least fifteen (15) days in advance thereof, on May 25, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, and such notice was sent via mail to those property owners within 185 feet of the land subject to the proposed special use under the Application; and

WHEREAS, the public hearing on the Application was conducted by the Commission on June 13, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on June 21, 2022, and submitted for second read at its regular meeting on July 19, 2022; and

WHEREAS, pursuant to Republic Code Section 405.670, the Council finds the proposed special use will not endanger the public’s health or safety, is in conformity with the City’s Comprehensive Plan and other adopted plans currently in place, and will generally be in harmony with the surrounding uses, and therefore approves the Special Use Permit for Applicant.

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

Section 1: A Special Use Permit is hereby approved for issuance to KO Storage of Ozark LLC to operate a boat, vehicle, and self-storage facility on real property located at 909 North College Avenue in Republic, Missouri, more specifically described as follows:

PARCEL 2 (RSS Republic): TRACT I: ALL OF LOTS TWO (2), THREE (3) AND FOUR (4), BLOCK ONE (1), SECOND AMENDED FINAL PLAT FOR O.D. BOATRIGHT SUBDIVISION, CITY OF REPUBLIC GREENE COUNTY, MISSOURI. TRACT II: ALL THAT PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼); THENCE NORTH 89°40'02" EAST, WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼), 30.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°40'02" EAST, WITH SAID SOUTH LINE, 635.01 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼); THENCE NORTH 00°43'42" WEST, WITH SAID EAST LINE, 221.62 FEET; THENCE SOUTH 89°39'00" WEST, 635.08 FEET; THENCE SOUTH 00°44'51" EAST, 221.43 FEET TO THE TRUE POINT OF BEGINNING.

Section 2: The following conditions and safeguards are hereby incorporated into the Special Use Permit issued under this Ordinance:

- A. The Application.
- B. Municipal Water and Sewer Service:
 - a. The Property currently has access to City water and sanitary sewer services.
 - b. A new hydrant shall be installed on the Property to ensure the Fire Department can provide services to the Property.
 - i. The hydrant shall be served by a fire service line connecting to the 4-inch main along West Avenue.
 - ii. A new gate shall be installed on the west side of the Property to ensure the Fire Department has unhindered access to the hydrant.
- C. Stormwater:
 - a. No special restrictions or conditions pertaining to stormwater shall apply.
- D. Duration:
 - a. The Special Use Permit shall remain valid until a change in use or in the configuration of the use occurs, which will void and invalidate the Special Use Permit.
- E. Transportation:
 - a. The Property shall have public access on College Avenue.
 - b. The Property shall have emergency access on West Avenue.
- F. Other Requirements:
 - a. Applicant must submit an Application for a New Commercial Building Permit demonstrating conformance with all applicable City code and regulations, including, but not limited to, the City's Zoning Regulations, Building Codes and Regulations and Fire Code, and comply with all procedural requirements for obtaining the appropriate building and other permits required for development of the storage facility.

Section 3: The WHEREAS clauses above are 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 _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



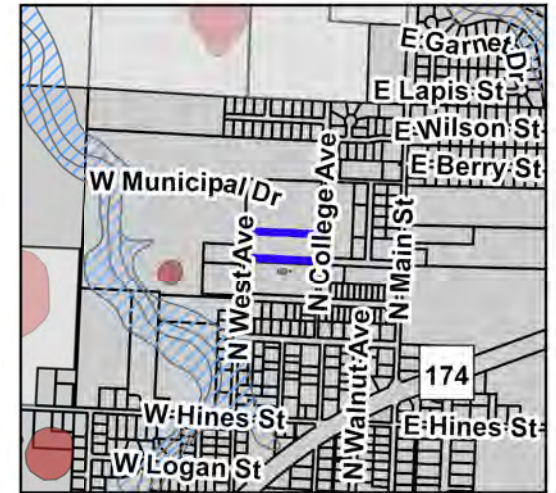
Megan McCullough, City Attorney

Final Passage and Vote:

SU 22-002: KO Storage

Vicinity Map

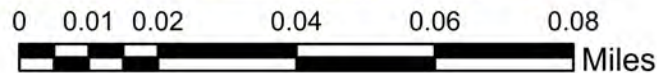
Item 11.



Legend

- Parcels
- Sinkhole
- Floodplain
- SU 22-002

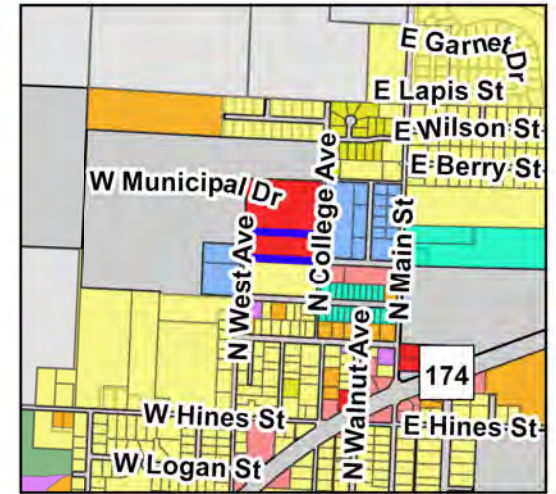
Parcel Owner: KO Storage of Ozark LLC
Parcel Address: 909 N College Ave
Area: 3.23 Acres
Zoning: C-2
Requested Use: Self Storage Facilities



SU 22-002: KO Storage

Zoning Map

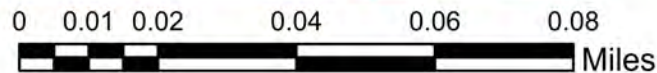
Item 11.

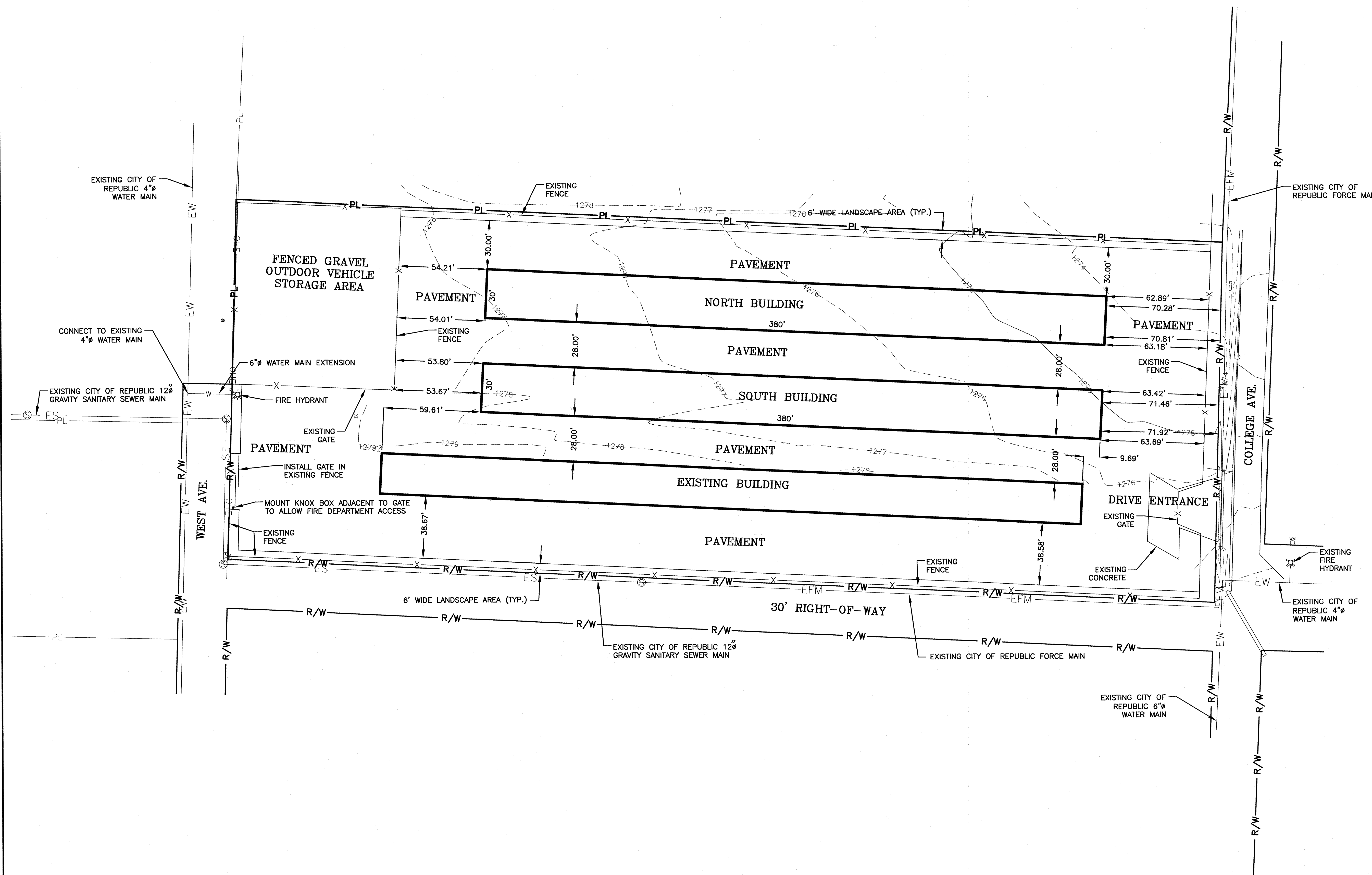
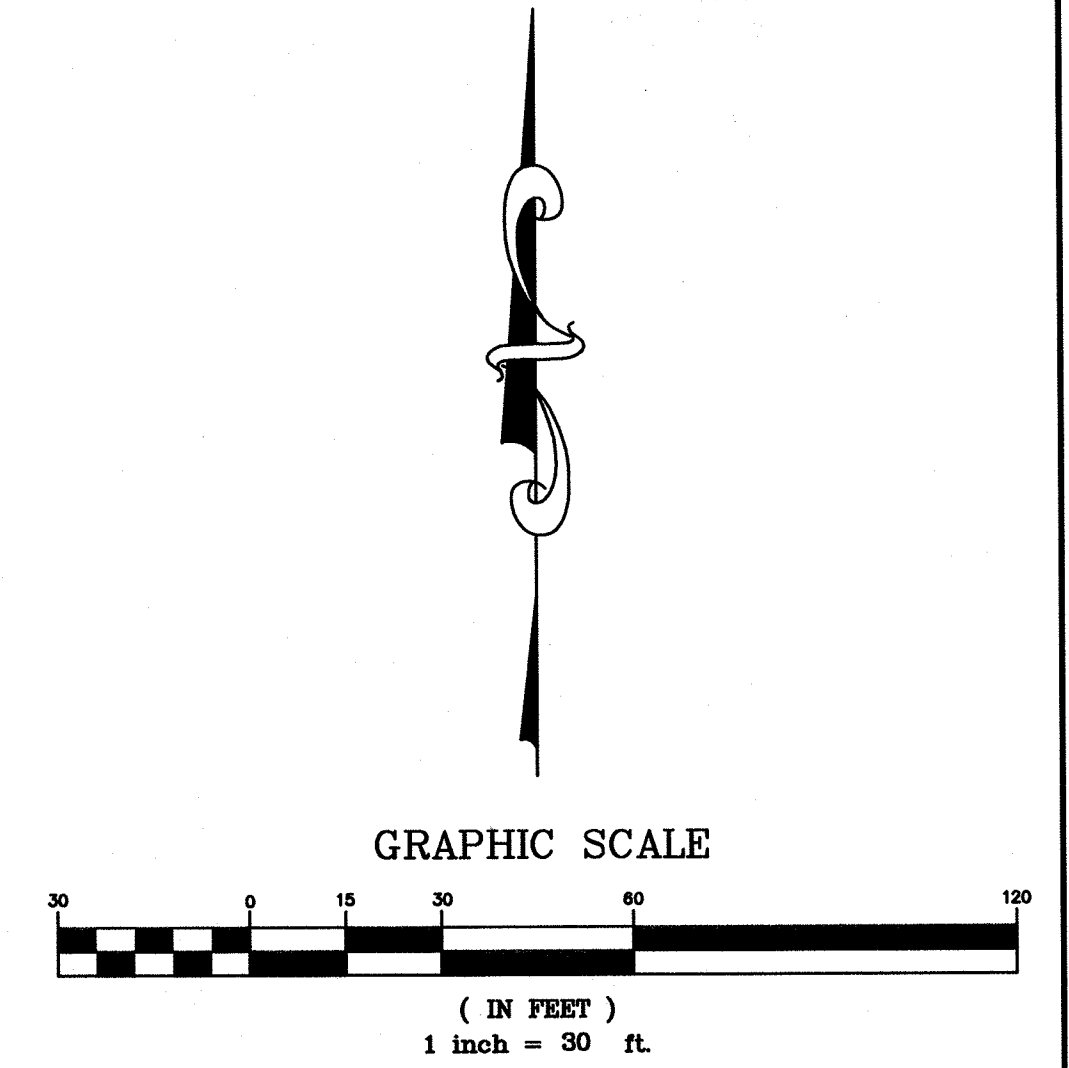


Legend

- SU 22-002
- 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: KO Storage of Ozark LLC
 Parcel Address: 909 N College Ave
 Area: 3.23 Acres
 Zoning: C-2
 Requested Use: Self Storage Facilities



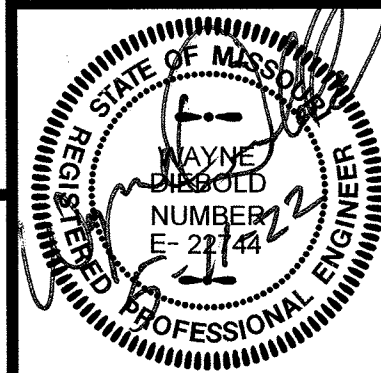


LEGEND

- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- SLOPE INDICATOR
- SURFACE DRAINAGE
- FIRE DEPARTMENT CONNECTION
- SEWER MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING TELEPHONE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING FENCE
- SETBACK
- EXISTING FORCE MAIN
- WATER SERVICE
- SANITARY SEWER SERVICE
- WATER MAIN
- SEWER MAIN



WAYNE DIEBOLD, P.E.
E-22744



ROZELL ENGINEERING CO.
ENGINEERING SECTION INC., P.C.

2404 STATE HWY. 248 SUITE 4
BRANSON, MISSOURI 65616
(417) 334-4141 FAX 334-4181

| DATE | REVISION |
|------|----------|
| | |
| | |
| | |

DWN. BY: **MW**
 CKD. BY: **EH**
 APPD. BY: **WD**
 DATE: 5-11-22

SITE PLAN

KO STORAGE OF REPUBLIC REPUBLIC, MISSOURI

SHEET NO.
1 OF 1

W.O.# 15753

Findings of Fact

Date of Hearing: 06/13/2022 Time: 6:00PM Type of Application: Special Use Permit

Name of Applicant: KO Storage of Ozark LLC (SU 22-002) Location: 540 W Civic Blvd

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

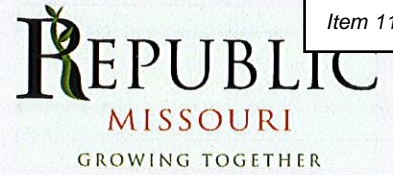
- Conforming to the City's adopted Land Use Plan [X] Yes [] No
Conforming to the City's adopted Transportation Plan [X] Yes [] No
Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) [X] Yes [] No
Compatible with surrounding land uses [X] Yes [] No
Able to be adequately served by municipal infrastructure [X] Yes [] No
Aligned with the purposes of RSMo. 89.040 [X] Yes [] No

Statement of Relevant Facts Found:

Special Use Permit
Self Storage Facility
New hydrant for fire
Staff recommends
No traffic or stormwater needed

Based on these findings, I have concluded to recommend the application to the City Council for: [] Approval [] Denial

Commissioner Name: Brian Dabrava Commissioner Signature: [Signature] Date: 6-13-22



Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval
- Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: 06/13/2022 Time: 6:00PM Type of Application: Special Use Permit

Name of Applicant: KO Storage of Ozark LLC (SU 22-002) Location: 540 W Civic Blvd

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan [X] Yes [] No
Conforming to the City's adopted Transportation Plan [X] Yes [] No
Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) [X] Yes [] No
Compatible with surrounding land uses [X] Yes [] No
Able to be adequately served by municipal infrastructure [X] Yes [] No
Aligned with the purposes of RSMo. 89.040 [X] Yes [] No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for: [X] Approval [] Denial

Commissioner Name: Michael Mann Commissioner Signature: [Signature] Date: 6/13/2022

AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-29 A Resolution of the City Council Approving a Preliminary Plat for Olde Savannah Phase 4, a Residential Subdivision Consisting of Approximately Twenty-Nine Point Five (29.5) Acres Located at East Williamsburg Way and South Farm Road 89.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: 6/21/22

Issue Statement

Olde Savannah LLC has requested review and approval of a Preliminary Plat of approximately Twenty-Nine Point Five (29.5) acres, Olde Savannah Phase 4, consisting of one hundred and one (101) residential lots zoned Single-Family High Density Residential (R1-H), streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately Twenty- Nine Point Five (29.5) acres of land located at the intersection of West Williamsburg Walk and South Farm Road 89. The property is zoned appropriately for the proposed plat, Single-Family High Density Residential (R1-H).

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains one hundred and one (101) lots, each with a minimum lot size of 7,000 SF. The Preliminary Plat also consists of streets, open space, and detention area.

Transportation Plan

The Preliminary Plat proposes three (3) new Local Street connections: the first is a connection to South Farm Road 89 from East Charlton Street, the second is a connection to East Williamsburg Walk by South Montgomery Avenue, and the third is a connection to Williamsburg Walk by South Appomattox Avenue. New public streets will be dedicated to the City during the Final Platting Process.

The Applicant submitted a Traffic Impact Study (TIS). The TIS took into account full buildout of Phases 2, 3, and 4 of Olde Savannah in its analyses. It was determined that no traffic improvements were merited by the increased trips generated by the subdivision.

Water and Wastewater Master Plan

The referenced parcel is not currently connected to municipal utilities, development of the property will require connection to the City's water and sanitary sewer systems.

The development will be served through a looped water main system with connections coming across Williamsburg Walk along Montgomery Ave (8") and Appomattox Ave (10").

The development will require the construction of a new lift station along the southern property line – behind Lot 15. The sanitary sewer system will flow to the newly constructed lift station and then to the Shuyler Creek Lift Station before traveling to the Wastewater Treatment Facility. The water and sewer system currently have the capacity to serve the potential development.

Zoning Code

The Preliminary Plat of Olde Savannah has been platted for the construction of 101 single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater detention.

Floodplain: The subject parcel **does not** contain a Special Flood Hazard Area (SFHA/Floodplain).

Sinkholes: The subject parcel contains one (1) identified sinkhole contained on a single common area, which is located between Lots 91 and 92. This common area will be maintained by the Homeowner's Association. A Sinkhole Analysis will be completed by the Applicant and reviewed by the City during the Infrastructure Permitting process; development of the property requires compliance with Section 410.700 Sinkholes and Karst Features of the Republic Municipal Code, requiring a thirty (30) foot setback from the sinkhole rim for all development.

Stormwater: The Preliminary Plat contains two Stormwater Detention Areas – one is located on the north side of Charlton Street, between lots 86 and 79; the second is located in the southern portion of the phase along Charlton Street (between Lots 15 and 16). The Stormwater Detention Areas are designed to control the release of stormwater attributable from the development. The Plat contains a conceptual layout of the Detention Area; the area will be



designed to mitigate existing conditions to reduce the amount of post-development flows to less than pre-development flows. The first Stormwater Detention Area collects outflow from surrounding lots and conveys into the second Stormwater Detention Area, which detains stormwater from the remainder of the Olde Savannah Phase 4. The stormwater exits the property to the south. A Stormwater Report will be reviewed by the TRT during Infrastructure Design review. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

Infrastructure Design: The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting process.

Recommended Action

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application.**

A RESOLUTION OF THE CITY COUNCIL APPROVING A PRELIMINARY PLAT FOR OLDE SAVANNAH PHASE 4, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY TWENTY-NINE POINT FIVE (29.5) ACRES LOCATED AT EAST WILLIAMSBURG WAY AND SOUTH FARM ROAD 89

WHEREAS, the City of Republic, Missouri (“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 Planning and Zoning Commission and the City Council have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Comprehensive Land Use Plan for the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Transportation Plan; and

WHEREAS, Olde Savannah LLC (“Applicant”) submitted a Preliminary Plat Application requesting review and approval of a preliminary plat of the Olde Savannah Phase 4 residential subdivision, which consists of approximately 29.5 acres located at the intersection of East Williamsburg Way and South Farm Road 89 (“Subdivision”); and

WHEREAS, the proposed preliminary plat for the Subdivision (“Preliminary Plat”) meets the requirements of the City’s Ordinances and Subdivision Regulations, and conforms to the City’s Land Use Plan and Transportation Plan; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting on June 13, 2022, recommended the approval of the Preliminary Plat by a vote of four (4) Ayes to zero (0) Nays.

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

Section 1: The Preliminary Plat, attached and labeled “Attachment 1”, shall serve as the guide for the development of the Subdivision.

Section 2: The Preliminary Plat substantially conforms with Chapter 410 of the City’s Code of Ordinances.

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

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



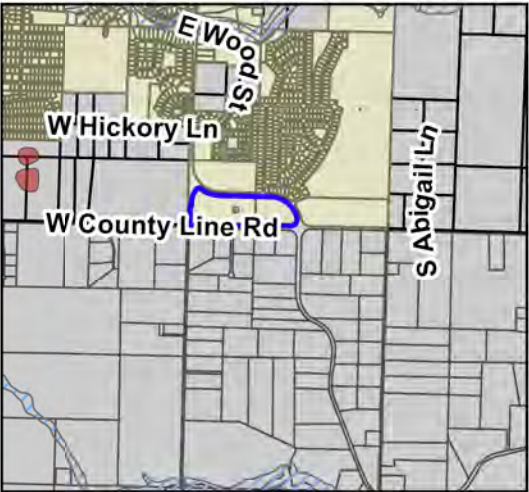
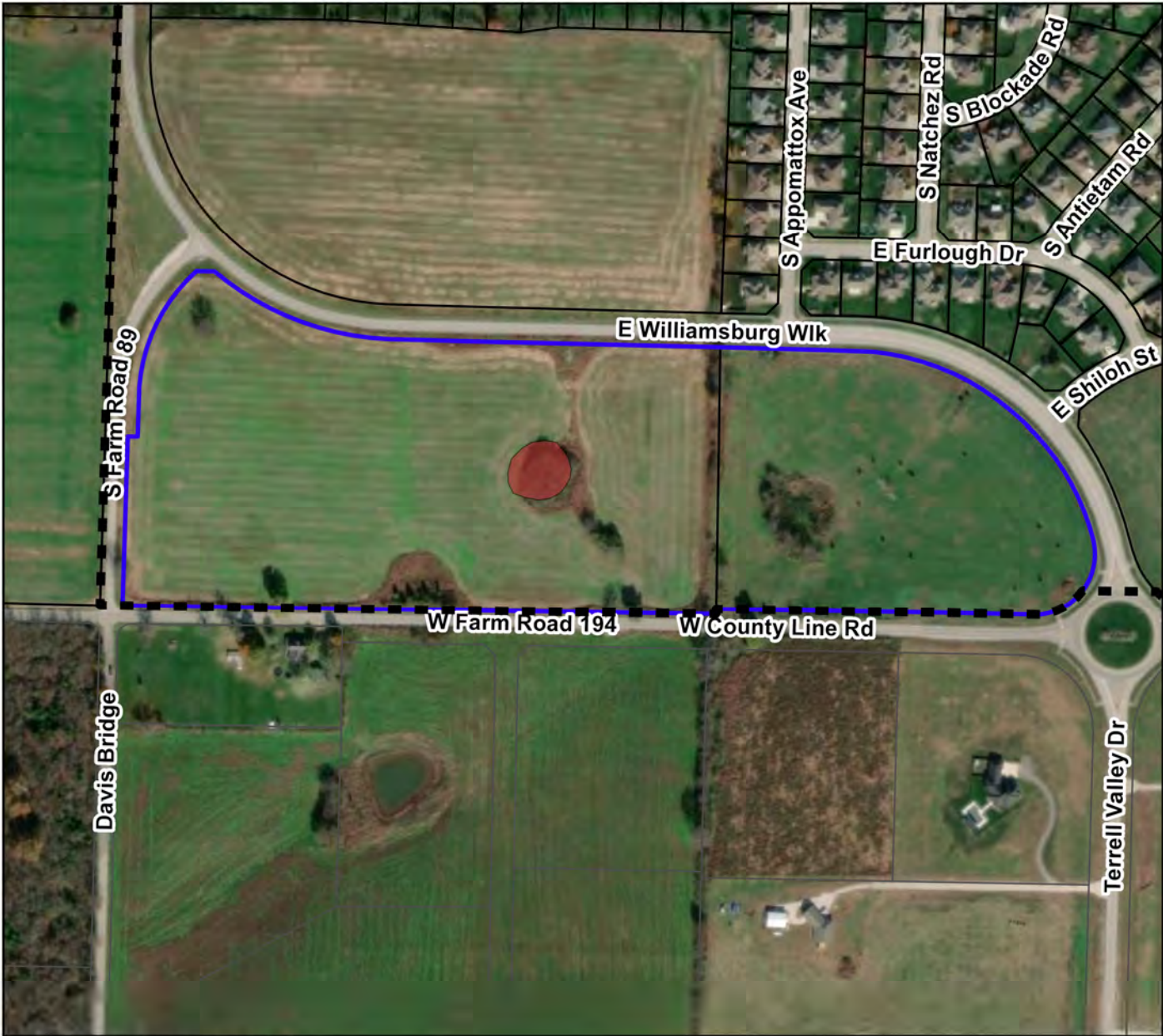
Megan McCullough, City Attorney

Final Passage and Vote:

SUBD-PRE 22-002: Olde Savannah Phase 4

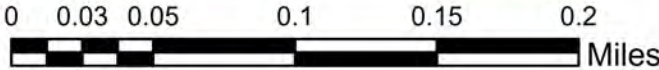
Item 12.

Vicinity Map



- Legend**
- Olde Savannah Ph 4
 - Parcels
 - Sinkhole
 - Floodplain

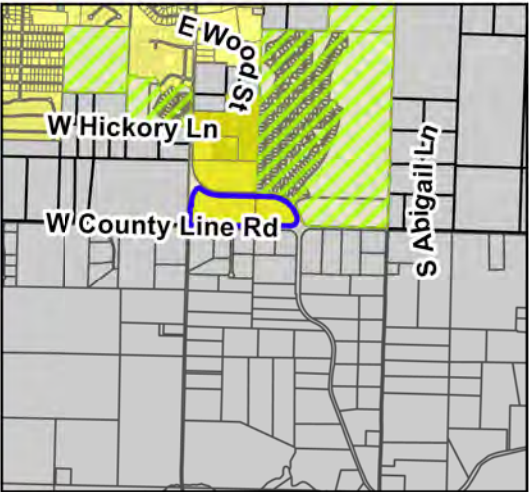
Parcel Owner: Olde Savannah Phase 4
Area: 29.5 Acres
Zoning: High Density Single-Family Residential (R1-H)
Lots: 101



SUBD-PRE 22-002: Olde Savannah Phase 4

Item 12.

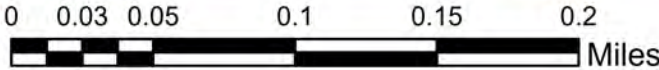
Zoning Map



Legend

- Olde Savannah Ph 4
 - 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: Olde Savannah Phase 4
 Area: 29.5 Acres
 Zoning: High Density Single-Family Residential (R1-H)
 Lots: 101

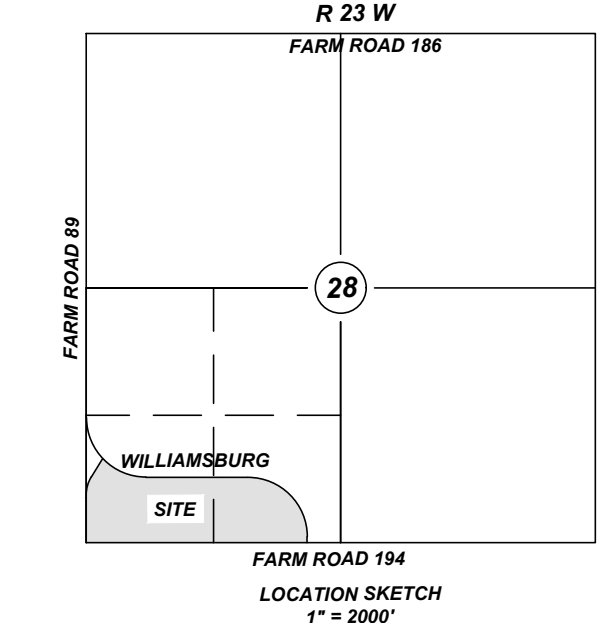


PRELIMINARY PLAT OLDE SAVANNAH PHASE 4 PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28, RANGE 23 GREENE COUNTY, MISSOURI

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 400.25 FEET TO A POINT ON THE EXISTING ROAD RIGHT OF WAY; THENCE SOUTH 87°53'30" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 40.00 FEET; THENCE NORTH 02°07'02" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 100.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 280.36 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 360.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°25'09" EAST, 273.33 FEET; THENCE NORTH 46°43'48" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 26.30 FEET TO THE SOUTHERLY RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE NORTH 89°22'44" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 36.78 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 441.85 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 68°52'12" EAST, 433.13 FEET; THENCE SOUTH 88°38'54" EAST, ALONG SAID RIGHT OF WAY AND ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 68°52'12" EAST, 433.13 FEET; THENCE SOUTH 88°38'54" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 732.29 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°14'29" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 304.44 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 714.19 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 52°05'53" EAST, 666.76 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 260.83 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 140.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 37°48'38" WEST, 224.71 FEET TO THE APPARENT NORTH RIGHT OF WAY OF FARM ROAD 194, ALSO KNOWN AS COUNTY LINE ROAD; THENCE NORTH 89°02'44" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 714.29 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 02°08'59" WEST, ALONG THE SAID QUARTER SECTION LINE, A DISTANCE OF 40.11 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28; THENCE NORTH 88°50'45" WEST, ALONG THE SOUTH LINE OF SAID SECTION 28, THE GREENE/CHRISTIAN COUNTY LINE, A DISTANCE OF 1340.77 FEET TO THE POINT OF BEGINNING; EXCEPTING ANY PART THEREOF TAKEN, USED OR DEEDED FOR PUBLIC ROADS.
CONTAINING 1,286,304 SQUARE FEET OR 29.5 ACRES



SITE BENCHMARKS:

T.B.M. #1 - IRON PIN MARKED 2122 LOCATED ALONG SOUTH RIGHT OF WAY OF WILLIAMSBURG WALK AT THE NORTHWEST CORNER OF LOT 48 AND THE NORTHEAST CORNER OF LOT 49

N 461835.1690
E 1360199.5622
ELEV 1307.09

T.B.M. #2 - IRON PIN MARKED 2122 LOCATED ALONG SOUTH RIGHT OF WAY OF WILLIAMSBURG WALK AT FR 89 CONNECTOR

N 461990.789
E 1359758.7259
ELEV 1309.46

GENERAL NOTES:

1. THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
2. THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
3. THE PROPERTY CLOSING WAS MAY 04, 2021 AND THE BOOK AND PAGE IS UNKNOWN AT THIS TIME. THE BOOK AND PAGE PRIOR TO CLOSING— BOOK 2779 PAGE 996 AND BOOK 2020 PAGE 38366-20

GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE
STATION: GR-86
N: 466387.5646
E: 1365363.6860
ELEV: 1204.40

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

LEGEND

- IRON PIN SET CAPPED
- "LC 200708003"
- EXISTING IRON PIN
- MEASURED
- PLATTED
- DEEDED
- ELECTRIC TRANSFORMER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- GAS METER
- POWER POLE
- ELECTRIC METER
- GUY ANCHOR
- PULL BOX
- 2 PED
- WATER METER
- GAS METER
- AIR CONDITIONER
- SIGN
- LIGHT POLE
- POST
- MAIL BOX
- TREE DECIDUOUS
- TREE EVERGREEN
- WATER LINE
- GAS LINE
- SANITARY SEWER
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND COMMUNICATION LINE
- FIBER-OPTIC CABLE
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE

Line Table

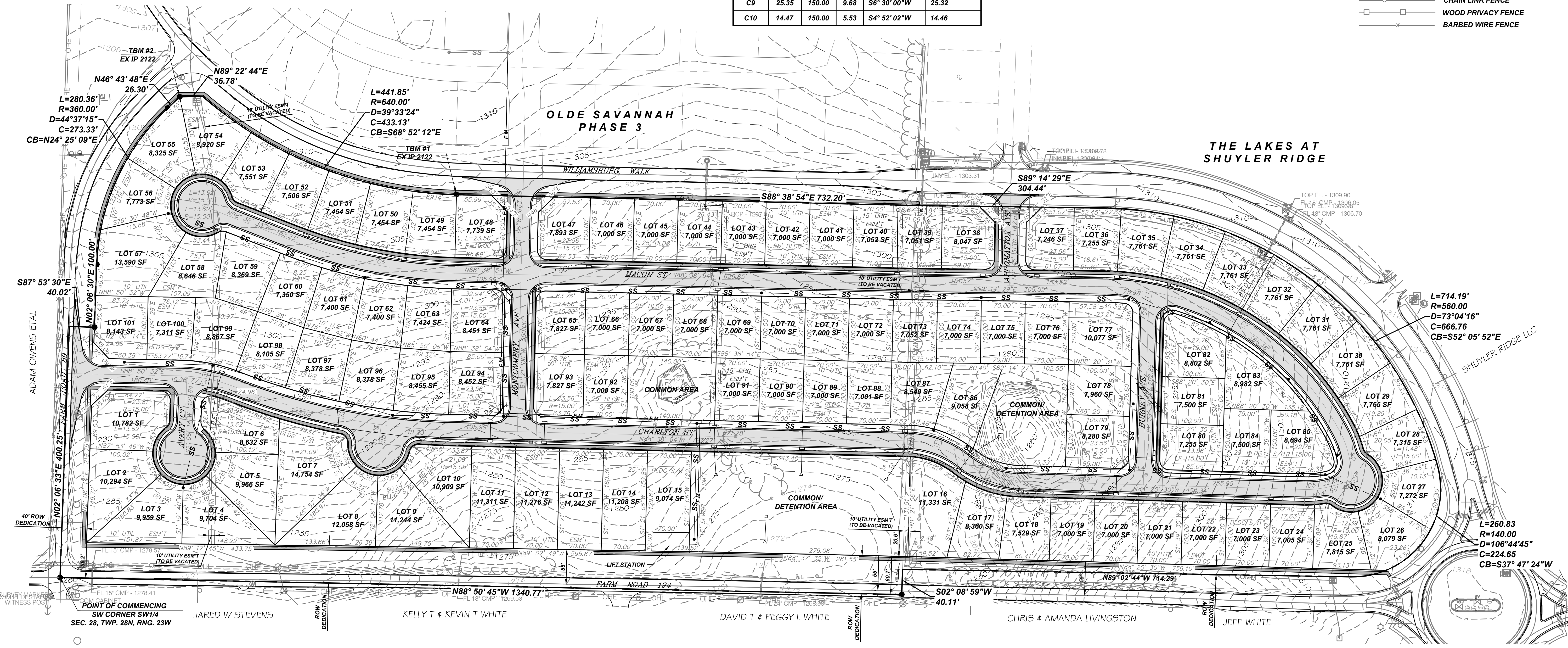
| Line # | Length | Direction |
|--------|--------|------------------|
| L1 | 19.80 | N11° 20' 29.72"E |
| L2 | 4.26 | S1° 09' 27.78"W |
| L3 | 16.86 | N7° 37' 49.31"E |
| L4 | 29.85 | S46° 39' 30.43"W |
| L5 | 30.21 | S45° 47' 03.72"W |
| L6 | 70.07 | N8° 44' 58.31"E |
| L7 | 29.85 | S43° 38' 54.12"E |

Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|---------|-------|-----------------|--------------|
| C1 | 88.09 | 250.00 | 20.19 | N78° 44' 53"W | 87.63 |
| C2 | 354.21 | 1015.00 | 19.99 | S78° 39' 04"E | 352.41 |
| C3 | 96.47 | 150.00 | 36.85 | N70° 13' 25"W | 94.82 |
| C4 | 95.67 | 150.00 | 36.54 | S70° 04' 13"E | 94.06 |
| C5 | 43.79 | 150.00 | 16.73 | N83° 17' 40"E | 43.64 |
| C6 | 267.11 | 765.00 | 20.01 | S78° 38' 44"E | 265.76 |
| C7 | 462.16 | 435.00 | 60.87 | N58° 11' 47"W | 440.73 |
| C8 | 75.71 | 150.00 | 28.92 | N13° 18' 04"W | 74.90 |
| C9 | 25.35 | 150.00 | 9.68 | S6° 30' 00"W | 25.32 |
| C10 | 14.47 | 150.00 | 5.53 | S4° 52' 02"W | 14.46 |

GENERAL NOTES:

1. TOTAL AREA - 29.5 ACRES
2. TOTAL NUMBER OF LOTS - 101
3. 5' SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET.
4. NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89, FARM ROAD 194, OR WILLIAMSBURG WALK
5. NO PORTION OF THIS SITE LIES WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 290782 0120 B, EFFECTIVE DATE JUNE 15, 1983.
6. HORIZONTAL AND VERTICAL DATUM BASED ON THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT "GR-86"
7. ALL STREETS SHALL BE 50' RIGHT-OF-WAY.
8. DETENTION BASINS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. ALL LOTS ADJACENT TO DETENTION BASINS SHALL HAVE A MINIMUM FINISH FLOOR AT LEAST 1' ABOVE THE TOP OF BERM ELEVATION FOR THE RESPECTIVE DETENTION BASINS.
10. ALL CURVED LOT LINES ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.
11. BUILDING SETBACKS - FRONT YARD - 25' REAR YARD - 25' SIDE YARD - 6' SIDE YARD W/ STREET FRONTAGE - 15'
12. ALL SIDEWALKS AND SIDEWALK RAMPS WILL BE DESIGNED TO MEET CITY OF REPUBLIC STANDARDS.



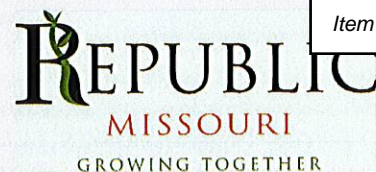
OLDE SAVANNAH PHASE 4
PRELIMINARY PLAT
REPUBLIC, MISSOURI

| No. | Description |
|-------------|-------------|
| SURVEY BY | CJW |
| DATE | 05/19/22 |
| DWG | 21151 PP |
| DESIGN | CJW |
| DRAWN | CJW |
| CHECKED | CJW |
| SCALE HOR. | 1"=80' |
| SCALE VERT. | N/A |

PRELIMINARY PLAT
SHEET NO. 01
CJW NO. 21151 OF 01

G:\21151 - Olde Savannah Phase 4\Design.dwg\Olde Savannah Phase 4 Pre-Plat.dwg - LAST SAVED: 5/23/2022 8:21:45 AM - PLOTTED: 5/23/2022 8:22:44 AM

Findings of Fact



Date of Hearing:

Time:

Type of Application:

06/13/2022

6:00

Other

Name of Applicant:

Location:

Olde Savannah Phase 4 (SUBD-PRE 22-002)

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Preliminary Plat Phase 4 101 RI-H 7000 sq ft min lot
 3 road connections
 New 1:1k station
 Capacity of Transportation, sewer, s/w, & water are adequate
 Staff recommends

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

Brian Debrause

[Signature]

6-13-22

Findings of Fact

Date of Hearing:

Time:

Type of Application:

06/13/2022

6:00

Other

Name of Applicant:

Location:

Olde Savannah Phase 4 (SUBD-PRE 22-002)

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval
- Denial

Commissioner Name:

Commissioner Signature:

Date:

RANDY ELLIS III

[Handwritten Signature]

06/13/22

Findings of Fact

Date of Hearing: 06/13/2022 Time: 6:00 Type of Application: Other

Name of Applicant: Olde Savannah Phase 4 (SUBD-PRE 22-002) Location: City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: William Plummer Commissioner Signature: [Signature] Date: 6/13/22

Findings of Fact

Date of Hearing: 06/13/2022 Time: 6:00 Type of Application: Other

Name of Applicant: Olde Savannah Phase 4 (SUBD-PRE 22-002) Location: City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan [X] Yes [] No
Conforming to the City's adopted Transportation Plan [X] Yes [] No
Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) [X] Yes [] No
Compatible with surrounding land uses [X] Yes [] No
Able to be adequately served by municipal infrastructure [X] Yes [] No
Aligned with the purposes of RSMo. 89.040 [X] Yes [] No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for: [X] Approval [] Denial

Commissioner Name: Michael Mann Commissioner Signature: [Signature] Date: 6/13/2022



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-30 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2022-2023.

Submitted By: Meghin Cook, Finance Director

Date: June 21, 2022

Issue Statement

Authorization for City Administrator, David Cameron to enter into an agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2022-2023.

Discussion and/or Analysis

The City of Republic currently utilizes Midwest Public Risk (MPR) for its insurance needs. MPR is not an insurance company in the traditional definition, but rather a State authorized insurance pool for municipalities.

The City of Republic currently utilizes Midwest Public Risk (MPR) for its insurance needs. MPR is not an insurance company in the traditional definition, but rather a State authorized insurance pool for municipalities. The City of Republic is not required to obtain bids to renew the services of MPR. The City received the invoice for continued service, and it included a rate increase for the renewal term. The increase is \$14,655 or 6% over the 2021/2022 rates. 4.5% of this increase is made up of an overall increase in rates to the Property and Liability Program that the MPR Board approved. The remainder is due to increases in payroll and property acquired by the City over the previous year.

Comparison 2021 Renewal vs 2022 Renewal

| | 2021-2022 | | 2022-2023 | |
|--|-------------------|---------------------|-------------------|---------------------|
| FY Property Contributions Detail | | | | |
| Property Premium | Insured Vehicles | Member Contribution | Insured Values | Member Contribution |
| Buildings | 45,362,671 | \$ 94,628 | 49,032,671 | \$ 103,976 |
| Contents | 3,310,140 | \$ 6,905 | 3,310,140 | \$ 7,019 |
| Electronics | 63,628 | \$ 1,316 | 630,628 | \$ 1,337 |
| Vehicles - APD | 5,817,303 | \$ 12,135 | 6,215,350 | \$ 13,180 |
| Equipment - Inland Marine | 3,580,780 | \$ 7,470 | 3,597,730 | \$ 7,629 |
| Other Property | 1,815,430 | \$ 3,787 | 1,815,430 | \$ 3,850 |
| Total - Property | 60,516,952 | \$ 126,241 | 64,601,949 | \$ 136,991 |
| FY Liability Contributions Detail | | | | |
| Liability Premium | | | | |
| Total Payroll | 6,253,434 | \$ 129,288 | 8,718,166 | \$ 133,193 |
| Invoice Total | | \$ 255,529 | | \$ 270,184 |

This invoice is approximately \$10,682 more than we originally budgeted for 2022 Budget across all funds. Below is a breakdown that will be updated with the next budget amendment:

| Department | Account Number | 2022 MPR Inv TOTAL | 2022 MPR Budget | Difference |
|------------------------|----------------|-----------------------|---------------------|-----------------------|
| Admin | 100-150-62010 | \$ 29,364.30 | \$ 16,965.50 | \$ (12,398.80) |
| Animal Control | 100-390-63010 | \$ 2,416.45 | \$ 1,200.00 | \$ (1,216.45) |
| Community Development | 100-710-63010 | \$ 8,611.10 | \$ 7,500.00 | \$ (1,111.10) |
| Fire | 100-350-63010 | \$ 40,174.39 | \$ 40,000.00 | \$ (174.39) |
| Parks & Rec | 210-510-63010 | \$ 55,043.29 | \$ 55,000.00 | \$ (43.29) |
| Police Department | 100-320-63010 | \$ 34,579.59 | \$ 45,600.00 | \$ 11,020.41 |
| Municipal Court | 100-210-63010 | \$ 8,418.19 | \$ 7,800.00 | \$ (618.19) |
| PW Admin | Split out | \$ 4,730.01 | \$ 5,001.00 | \$ 270.99 |
| Streets | 220-422-63010 | \$ 17,218.54 | \$ 10,435.00 | \$ (6,783.54) |
| Water | 510-442-63010 | \$ 25,309.06 | \$ 20,000.00 | \$ (5,309.06) |
| Wastewater | 520-430-63010 | \$ 44,319.27 | \$ 50,000.00 | \$ 5,680.73 |
| | | \$270,184.19 | \$259,501.50 | \$ (10,682.69) |
| PW Admin Split: | | | | |
| Street Admin | 220-421-63010 | \$ 1,576.67 | \$ 1,500.00 | \$ 90.33 |
| Water Admin | 510-441-63010 | \$ 1,576.67 | \$ 1,500.50 | \$ 90.33 |
| Wastewater Admin | 520-431-63010 | \$ 1,576.67 | \$ 2,000.50 | \$ 90.33 |

2022 MPR Invoice Budgeted 270,184
2022 MPR Budgeted 259,502
Difference 10,683

The 5-year comparison of premiums for plan coverage is below:

| 2018/2019 Premium | 2019/2020 Premium | 2020/2021 Premium | 2021/2022 Premium | 2022/2023 Premium |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| \$ 218,275 | \$ 222,641 | \$ 239,339 | \$ 255,529 | \$ 270,184 |

In addition, the City earns a 2% Loss Control Credit on its policy.

MPR has a clause that requires a 90-day notice of intent to withdraw or be charged a 25% fee on the total premium amount. The City had the intent to go out to bid in 2022 as previously stated in last year’s item analysis, however, with staffing change over this was lost in the process. Therefore, the City will be working on this process at the beginning of the 2023 Fiscal Year. With this said, City staff is recommending staying with MPR for one more year.

The invoice with a Property and Liability Contributions Detail is included in this Exhibit.

Recommended Action

City Staff recommends City Council approve Midwest Public Risk as the property and liability insurance provider for 2022-2023.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MIDWEST PUBLIC RISK FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Republic, Missouri (“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 has the authority to obtain property and liability insurance coverage for and on behalf of the City; and

WHEREAS, the City currently utilizes Midwest Public Risk (“MPR”), a public entity risk pool that assists the various public entities across the state of Missouri (and Kansas), with obtaining the most comprehensive coverage necessary for public entities such as the City; and

WHEREAS, the City has received a proposal from MPR for the renewal of the City’s Property and Liability Insurance plan for fiscal year 2022-2023; and

WHEREAS, the City is in agreement with the premiums, deductibles, and coverage under MPR’s proposal; and

WHEREAS, the Council finds it is in the best interest of the City to renew the City’s property and casualty insurance policy through MPR for the fiscal year 2022-2023.

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

- Section 1. The Council hereby authorizes the City Administrator, or his designee, on behalf of the City, to enter into an agreement with Midwest Public Risk for renewal of the City’s Property and Liability Insurance coverage plan in the amount of \$270,184.
- Section 2. The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this day of ____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Midwest Public Risk
 19400 E Valley View Parkway
 Independence, MO 64055
 816.292.7500
 www.mprisk.org

Invoice No.
 Invoice Date:
 Due Date:

PL20220510.71
 5/10/2022
 June 30, 2022

Item 13.

Meghin Cook
 Republic, City of
 213 N. Main St.
 Republic, MO 65738

FY 22-23 PROPERTY AND LIABILITY CONTRIBUTIONS

Effective Date 7/1/2022
Expiration Date 7/1/2023

Republic, City of
 (MPR 140)

| FY 22-23 Contributions Summary (detail on next page) | |
|--|---------------------|
| Property Contributions | \$136,991.23 |
| Liability Contributions | \$133,192.96 |
| Total Property and Liability Contributions | \$270,184.19 |

Notes:

- Property pricing was determined using property values as of May 6, 2022
- Fleet Auto ID cards, Coverage Summaries, Coverage Documents and Certificates will be emailed out prior to July 1, 2022

For ACH PAYMENTS:
 Bank: Security Bank of Kansas City
 Routing Number: 101000925
 Account Number: 110102302540
 Send remittance email notification to:
acctrec@mprisk.org

For Check payments -- Remit to
 Midwest Public Risk of Missouri
 19400 E Valley View Parkway
 Independence, MO 64055



FY 22-23 Property and Liability Contributions Detail
(MPR 140)

| FY 22-23 Property Contributions Detail | | |
|--|------------------------|---------------------|
| Property Description | Total Insured Values | Member Contribution |
| Buildings | \$49,032,671.48 | \$103,975.90 |
| Contents | \$3,310,140.00 | \$7,019.30 |
| Electronics-EDP | \$630,627.91 | \$1,337.27 |
| Vehicles-APD | \$6,215,350.14 | \$13,179.92 |
| Boats | \$ 0.00 | \$ 0.00 |
| Equipment - Inland Marine | \$3,597,729.78 | \$7,629.14 |
| Other Property | \$1,815,430.00 | \$3,849.70 |
| Power Plant | \$ 0.00 | \$ 0.00 |
| Total - Property | \$64,601,949.31 | \$136,991.23 |

| FY 22-23 Liability Contributions Detail | | |
|---|-----------------------|----------------------|
| Coverage Description | Liability Payroll | Member Contributions |
| Total Payroll | \$8,718,166.00 | |
| Total – Liability | | \$133,192.96 |

| | |
|---|---------------------|
| Total Property and Liability Contributions | \$270,184.19 |
|---|---------------------|



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-31 A Resolution of the City Council Approving the Audit Report for the Fiscal Year Ending December 31, 2021.

Submitted By: Meghin Cook, Finance Director and presented by Jon Cummings, CPA, CGMA/KPM CPAs & Advisors

Date: June 7, 2022

Issue Statement

Then City of Republic is required to undergo an independent audit at least once per annum.

Discussion and/or Analysis

KPM CPAs, PC, conducted the audit of the City’s financial accounting and reporting practices for the fiscal year-ended December 31, 2021. The auditor’s opinion is that the city’s financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of Republic, Missouri as of December 31, 2021, and the respective changes in financial position, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The audit report is designed to report on the financial condition of the City and demonstrates the city’s financial accountability to its citizens. Included in the document is the “Independent Auditor’s Report”, otherwise known as the auditor’s opinion. The basic financial statements are presented through two views:

- 1) government-wide statements, which focus on the City of Republic as a whole entity
- 2) major individual funds, through the presentation of fund financial statements. This report also includes the Management Discussion & Analysis, which provides an extensive overview of the accompanying financial statements.

Recommended Action

City Staff recommends that City Council approve the audit report for the fiscal year-end for December 31, 2021, as presented.

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE AUDIT REPORT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021**

WHEREAS, the City of Republic, Missouri (“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, under the City’s Charter, the City is required to submit to an annual audit (“Audit”);

WHEREAS, the City selected the independent audit firm of KPM CPAs, PC, to perform the Audit; and

WHEREAS, KPM CPAs, PC, has completed the Audit for the year January 1, 2021, through December 31, 2021.

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

Section 1. The audit report, attached hereto and incorporated as Exhibit A, by the certified public accounting firm of KPM CPAs, PC, for January 1, 2021, through December 31, 2021, is approved and accepted.

Section 2. The WHEREAS clauses are hereby specifically incorporated herein by reference.

Section 3. This Resolution 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 _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

City of Republic, Missouri

Basic Financial Statements Year Ended December 31, 2021

KPM
CPAS & ADVISORS

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KPM

CPAS & ADVISORS

Independent Auditors' Report

Honorable Mayor and City Council
City of Republic
Republic, Missouri

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the City of Republic, Missouri, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of Republic, Missouri, as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Republic and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

www.kpmcpa.com

1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison, and pension information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2022, on our consideration of the City of Republic, Missouri's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Republic, Missouri's internal control over financial reporting and compliance.

Handwritten signature in black ink that reads "KPM CPAs, PC".

KPM CPAs, PC
Springfield, Missouri
June 10, 2022

Management's Discussion and Analysis

Management's Discussion and Analysis

December 31, 2021

The management's discussion and analysis of the City of Republic's financial performance provides an overview of the City's financial activities for the fiscal year ended December 31, 2021. Please read it in conjunction with the City's financial statements.

Financial Highlights

The net position of the City's governmental activities, which consists of General Fund, Street Fund, Stormwater Fund, Park Fund, Fire Sales Tax Fund, Capital Improvement Sales Tax Fund, Capital Project Fund, Debt Service Fund, and Major Grants Fund, increased by \$7,745,864 for the year as a result of current year activities. The net position of the City's business-type activities increased by \$3,231,960 for the year.

The assets and deferred outflows of the City exceeded its liabilities and deferred inflows as of December 31, 2021, by \$63.5 million (net position). Of this amount \$14.4 million was unrestricted and may be used to meet future obligations of the City.

Non-pension long-term liabilities of the City decreased by \$183,353. The City's net pension liability decreased by \$1,840,660.

Using this Annual Report

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the City as a whole and present a longer-term view of the City's finances. Fund financial statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds.

Government-Wide Financial Statements

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and Statement of Activities report information about the City as a whole and about its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities, and deferred inflows using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. These two statements report the City's net position and changes in it. The City's net position – the difference between assets, net deferred outflows/inflows of resources, and liabilities – is one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating.

In the Statement of Net Position and the Statement of Activities, we divide the City into two kinds of activities:

Governmental Activities: Most of the City's basic services are reported here. Taxes are the primary source of financing for these activities.

Business-Type Activities: The City charges a fee to customers to help it cover all or most of the cost of certain services it provides. The City's water and sewer services are provided here.

See accompanying notes to the financial statements.

Fund Financial Statements

The fund financial statements provide detailed information about the City's funds and not the City as a whole. Some funds are required to be established by state law and by bond covenants. However, the City Council establishes many other funds to help it control and manage money for a particular purpose or to show that it is meeting legal responsibilities for using certain taxes and grants.

Governmental Funds: Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. The differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and the governmental funds are shown in reconciliations following the fund financial statements.

Proprietary Funds: When the City charges customers for the services it provides – whether to outside customers or to other units of the City – these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities.

Notes to the Basic Financial Statements

The Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Management’s Discussion and Analysis

December 31, 2021

Government-Wide Financial Analysis

Net Position

The following table presents the condensed Statement of Net Position for the City as of December 31, 2021 and 2020:

| | <u>Governmental Activities</u> | <u>Business-Type Activities</u> | <u>Total December 31, 2021</u> | <u>Total December 31, 2020</u> |
|---------------------------------------|------------------------------------|-------------------------------------|--|--|
| Assets | | | | |
| Current and other assets | \$ 14,177,608 | \$ 5,722,789 | \$ 19,900,397 | \$ 17,082,463 |
| Capital assets | <u>31,970,537</u> | <u>26,267,531</u> | <u>58,238,068</u> | <u>48,390,985</u> |
| | 46,148,145 | 31,990,320 | 78,138,465 | 65,473,448 |
| Deferred Outflows of Resources | | | | |
| Deferred pension outflows | 780,767 | 246,823 | 1,027,590 | 1,302,475 |
| Liabilities | | | | |
| Other liabilities | 3,664,834 | 1,202,289 | 4,867,123 | 2,659,450 |
| Long-term liabilities outstanding | 3,631,429 | 4,074,416 | 7,705,845 | 7,889,198 |
| Net pension liability | <u>1,097,858</u> | <u>356,891</u> | <u>1,454,749</u> | <u>3,295,409</u> |
| | 8,394,121 | 5,633,596 | 14,027,717 | 13,844,057 |
| Deferred Inflows of Resources | | | | |
| Deferred pension inflows | <u>1,296,380</u> | <u>328,915</u> | <u>1,625,295</u> | <u>396,647</u> |
| Net Position | | | | |
| Net investment in capital assets | 26,734,920 | 21,906,069 | 48,640,989 | 39,576,422 |
| Restricted | 481,071 | - | 481,071 | 407,984 |
| Unrestricted | <u>10,022,420</u> | <u>4,368,563</u> | <u>14,390,983</u> | <u>12,550,813</u> |
| | <u>\$ 37,238,411</u> | <u>\$ 26,274,632</u> | <u>\$ 63,513,043</u> | <u>\$ 52,535,219</u> |

Total net position of the City increased by \$10,977,824 for the year due to current year activity. Total liabilities for the City have increased by \$183,660. During the year, the City decreased its long-term liabilities by \$183,353. Restricted net position of the City totaled \$481,071 as of December 31, 2021.

See accompanying notes to the financial statements.

Management's Discussion and Analysis

December 31, 2021

Changes in Net Position

| | <u>Governmental Activities</u> | <u>Business-Type Activities</u> | <u>Total Year Ended December 31, 2021</u> | <u>Total Year Ended December 31, 2020</u> |
|---|------------------------------------|-------------------------------------|---|---|
| Revenues and Transfers | | | | |
| Program Revenues | | | | |
| Charges for services | \$ 1,572,852 | \$ 6,112,463 | \$ 7,685,315 | \$ 6,822,652 |
| Operating grants and contributions | 237,740 | - | 237,740 | 115,754 |
| Capital grants and contributions | 3,520,515 | 2,325,667 | 5,846,182 | 2,158,681 |
| General Revenues | | | | |
| Sales taxes | 10,435,109 | - | 10,435,109 | 8,551,004 |
| Ad valorem taxes | 1,400,571 | - | 1,400,571 | 1,293,260 |
| Motor vehicle and gas taxes | 637,849 | - | 637,849 | 578,840 |
| Other taxes | 81,181 | - | 81,181 | 47,002 |
| Franchise fees | 764,519 | - | 764,519 | 742,603 |
| County reimbursements | 140,604 | - | 140,604 | 134,058 |
| Interest | 38,711 | 12,860 | 51,571 | 152,967 |
| Other revenue | 385,616 | 420,100 | 805,716 | 513,649 |
| Transfers | 692,323 | (692,323) | - | - |
| Special Item | | | | |
| (Loss) on asset disposal | (19,533) | - | (19,533) | (70,375) |
| Total Revenues, Transfers and Special Item | <u>19,888,057</u> | <u>8,178,767</u> | <u>28,066,824</u> | <u>21,040,095</u> |
| Expenses | | | | |
| Administrative | 1,181,913 | - | 1,181,913 | 2,150,683 |
| Information technology | 294,686 | - | 294,686 | - |
| Human resources | 241,692 | - | 241,692 | - |
| Municipal court | 144,335 | - | 144,335 | 165,991 |
| Economic development | 430,019 | - | 430,019 | 463,805 |
| Police | 2,192,327 | - | 2,192,327 | 1,925,663 |
| Fire | 1,909,958 | - | 1,909,958 | 1,638,565 |
| Emergency management | 20,820 | - | 20,820 | 20,820 |
| Animal control | 191,443 | - | 191,443 | 123,274 |
| Street | 1,680,893 | - | 1,680,893 | 1,598,027 |
| Stormwater | 95,826 | - | 95,826 | 90,000 |
| Parks and recreation | 3,642,140 | - | 3,642,140 | 2,597,830 |
| Capital improvements | - | - | - | - |
| Debt service | 116,141 | - | 116,141 | 109,755 |
| Water | - | 2,232,310 | 2,232,310 | 2,044,739 |
| Sewer | - | 2,714,497 | 2,714,497 | 2,294,415 |
| Total Expenses | <u>12,142,193</u> | <u>4,946,807</u> | <u>17,089,000</u> | <u>15,223,567</u> |
| <i>Increase in Net Position</i> | <u>\$ 7,745,864</u> | <u>\$ 3,231,960</u> | <u>\$ 10,977,824</u> | <u>\$ 5,816,528</u> |

See accompanying notes to the financial statements.

Management’s Discussion and Analysis

December 31, 2021

Governmental Activities

Governmental activities increased the net position of the City by \$7,745,864. Tax revenues for the City were \$13,319,229. Program revenues for the functions totaled \$5,331,107. The following table shows the cost of the City’s programs as well as each program’s net cost (total cost less revenues generated by the activities). The net cost shows the financial burden that was placed on the taxpayers by each of these functions.

Net Cost of the City of Republic’s Governmental Activities

| | Total Cost of Services | Net Cost of Services |
|------------------------|-----------------------------------|---------------------------------|
| Administrative | \$ 1,181,913 | \$ 632,275 |
| Information technology | 294,686 | 294,686 |
| Human resources | 241,692 | 241,692 |
| Municipal court | 144,335 | (4,226) |
| Economic development | 430,019 | (120,904) |
| Police | 2,192,327 | 1,925,465 |
| Fire | 1,909,958 | 1,904,628 |
| Emergency management | 20,820 | 20,820 |
| Animal control | 191,443 | 191,443 |
| Street | 1,680,893 | (1,240,805) |
| Stormwater | 95,826 | 95,826 |
| Parks and recreation | 3,642,140 | 2,754,045 |
| Debt Service | 116,141 | 116,141 |
| | <u>\$ 12,142,193</u> | <u>\$ 6,811,086</u> |

Business-Type Activities

Business-type activities increased the City’s net position by \$3,231,960. This is up from the increase of the City’s business-type activities of \$1,882,915 in the prior year.

Financial Analysis of the City’s Funds

The combined fund balances of the City’s governmental funds as of December 31, 2021, were \$12,491,267. The General Fund increased by \$620,921. The Street Fund increased by \$242,936. The Stormwater Fund decreased by \$93,797. The Fire Sales Tax Fund decreased \$25,633. The Park Fund increased \$192,694. The Capital Improvement Sales Tax Fund increased \$209,259. The Major Grants Fund increased by \$221,116. The Capital Project Fund increased \$1,347. The Debt Service Fund decreased \$146,947.

See accompanying notes to the financial statements.

General Fund Budgetary Highlights

Differences between the original, the final amended budget, and the actual results can be summarized as follows:

- The City’s General Fund budget was amended in November 2021.
- The City budgeted revenues and transfers in the General Fund at \$10,742,704 and expenditures at \$9,858,031 for the year ended December 31, 2021.

Capital Assets and Debt Administration

Capital Assets

Capital assets of the governmental activities were \$31,970,537 (net of accumulated depreciation) as of December 31, 2021. This represents a \$7,318,342 increase from the prior year. Net capital assets for business-type activities were \$26,267,531 as of December 31, 2021. This represents an increase of \$2,528,741 from the prior year.

Debt

Total debt of the governmental activities as of December 31, 2021, was \$5,638,145, which is up from \$4,585,344 in the prior year.

Total debt of business-type activities as of December 31, 2021, was \$4,455,754, which is down from \$4,680,309 in the prior year.

Economic Factors and Next Year’s Budget

The following economic factors currently affect the City of Republic and were considered when developing the FY2022 budget.

Economic Factors

The City is conveniently located a few miles from the City of Springfield, the third-largest city in Missouri, and benefits from Springfield’s demographics, economic statistics, and strong workforce. Rapid growth is occurring with the addition of larger employers building in the area. This rapid community growth was an important consideration for the FY 2021 Budget.

Next Year’s Budget

Sales tax revenue has been steadily increasing since 2010. The FY 2022 Budget includes a projected three percent sales revenue growth over the FY 2021 budgeted revenue. The City has passed a new ¾ Cent Sales tax for Public Safety. The City is projecting \$2,066,738 be generated in the first year for these taxes.

General Fund revenues for FY 2022 are projected to be \$14,750,572. General Fund expenses for FY 2022 are estimated to be \$14,229,375. The General Fund is anticipating a \$521,197 Net Income with revenues exceeding expenditures.

The City budgeted a 5% COLA in the FY 2022 budget. The COLA will go into effect in April 2022 along with a new 9% additional retirement benefit through ICMA that is fully funded by the City.

See accompanying notes to the financial statements.

Management’s Discussion and Analysis

December 31, 2021

The City was able to add 30 key positions through the budget process: 7 New Police Department Employees, 10 New Fire Employees, BUILDS Planner, Building Official, Full-Time Kennel Tech, Part-Time Kennel Tech, Operations Coordinator, Facility Cleaner, Park Maintenance Worker, Office Administrator/Assistant, 3 new Construction Workers, Street Laborer, and a Wastewater Project Manager.

The FY 2022 Budget includes a split to move Motor Fuel Sales Tax back to the Street Fund. This is to be split 50/50 between the Police and Street budget until the new tax balances out to return the funds to cover Street upgrades.

The FY 2022 Budget includes a \$1.7M deposit for ARPA funding that is anticipated to be deposited in September of 2022 that was awarded in 2021 as the second half of the total allocation awarded to the City through the State. This Federal funding will cover IT Upgrades, JR Martin Blvd, Parks Lost Revenue, ADA Compliance & HVAC Updates, PPE for Fire staff, and Wastewater Improvements as approved by City Council.

The City received \$220,500 in Cares Act funds in 2021 that are going towards the following items in the 2022 Budget: Police Department vehicles, parking lot expansion, watchguard body cameras, ballistic shields, digital crime scene cameras, computer voice stress analyzer, mobile data terminal tablet, and E-Ticket printers for vehicles.

The City has budgeted the following capital projects to improve the community: three Police vehicles in the amount of \$155,000, Shuyler Creek Trail Extension to WCNB in the amount of \$1.08M that will be partially reimbursed from a federal grant, East Hines Street Improvements in the amount of \$150,000, Park Land Acquisition in the amount of \$1.5M, ADA Improvements in the amount of \$15,000, three Fire Station vehicles in the amount of \$343,000, Equipment in the amount of \$12,000, Replacement of Fire Fighting gear in the amount of \$39,000, Stormwater Improvements \$200,000, McElhaney Lift Station repairs in the amount of \$150,000, I&I Reduction in the amount of \$200,000, Water Projects in the amount of \$140,000, Trucks for the Water Department in the amount of \$52,000, Illinois Street to widen overlay & Sawyer Street Overlay in the amount of \$500,000, \$400,000 Land Acquisition for MM Lane Widening, and a BUILDS vehicle in the amount of \$30,000, Fire Station carpet replacement in the amount of \$21,000.

The City is issuing \$48,503,967 in bonds in 2022, these proceeds will be used in the coming years to fund a new Public Works facility in the amount of \$5,500,000 and Wastewater treatment plant upgrades in the amount of \$43,003,967. This is going to be funded through revenues and utility rate increases that are step increases each year as approved before Council in 2021 and set through a Water and Sewer rate study completed in 2021.

Contacting the City’s Financial Management

For additional information or questions, please contact:

City of Republic
213 North Main Street
Republic, MO 65738
(417) 732-3100
mcook@republicmo.com

Meghin Cook, Finance Director
David Cameron, City Administrator
Jared Keeling, Assistant City Administrator
Lisa Addington, Chief of Staff

See accompanying notes to the financial statements.

City of Republic

Statement of Net Position

December 31, 2021

| | <u>Governmental Activities</u> | <u>Business-Type Activities</u> | <u>Total</u> |
|--|------------------------------------|-------------------------------------|-------------------|
| Assets | | | |
| Current | | | |
| Cash and cash equivalents - unrestricted | \$ 8,456,696 | \$ 1,898,697 | \$ 10,355,393 |
| Ad valorem taxes receivable, net | 1,141,733 | - | 1,141,733 |
| Sales taxes receivable | 1,698,002 | - | 1,698,002 |
| Franchise taxes receivable | 139,114 | - | 139,114 |
| Utilities receivable, net | - | 1,186,230 | 1,186,230 |
| Intergovernmental receivable | 44,562 | - | 44,562 |
| Other receivables | 55,172 | - | 55,172 |
| Prepaid insurance | 137,532 | 40,363 | 177,895 |
| Noncurrent | | | |
| Restricted cash and cash equivalents | 2,504,797 | 2,597,499 | 5,102,296 |
| Capital Assets | | | |
| Non-depreciable | 6,529,297 | 1,379,308 | 7,908,605 |
| Depreciable, net | 25,441,240 | 24,888,223 | 50,329,463 |
| Total Assets | <u>46,148,145</u> | <u>31,990,320</u> | <u>78,138,465</u> |
| Deferred Outflows of Resources | | | |
| Deferred pension outflows | 780,767 | 246,823 | 1,027,590 |

See accompanying notes to the financial statements.

City of Republic

Statement of Net Position

December 31, 2021

Liabilities

Current

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Accounts payable | 126,296 | 268,713 | 395,009 |
| Accrued expenses | 207,165 | 46,626 | 253,791 |
| Accrued interest payable | 7,989 | 5,295 | 13,284 |
| Police evidence payable | 37,428 | - | 37,428 |
| Deposits payable | - | 500,317 | 500,317 |
| Unearned revenue | 1,279,240 | - | 1,279,240 |
| Current maturities of long-term debt | 2,006,716 | 381,338 | 2,388,054 |
| | 3,664,834 | 1,202,289 | 4,867,123 |

Noncurrent

| | | | |
|------------------------------|-----------|-----------|------------|
| Revenue bonds payable, net | 518,905 | - | 518,905 |
| Capital lease payable | 2,709,996 | 3,980,124 | 6,690,120 |
| Compensated absences payable | 402,528 | 94,292 | 496,820 |
| Net pension liability | 1,097,858 | 356,891 | 1,454,749 |
| | 4,729,287 | 4,431,307 | 9,160,594 |
| Total Liabilities | 8,394,121 | 5,633,596 | 14,027,717 |

Deferred Inflows of Resources

| | | | |
|--------------------------|-----------|---------|-----------|
| Deferred pension inflows | 1,296,380 | 328,915 | 1,625,295 |
| | 1,296,380 | 328,915 | 1,625,295 |

Net Position

| | | | |
|----------------------------------|---------------|---------------|---------------|
| Net investment in capital assets | 26,734,920 | 21,906,069 | 48,640,989 |
| Restricted | 481,071 | - | 481,071 |
| Unrestricted | 10,022,420 | 4,368,563 | 14,390,983 |
| Total Net Position | \$ 37,238,411 | \$ 26,274,632 | \$ 63,513,043 |

See accompanying notes to the financial statements.

City of Republic

Statement of Activities

Year Ended December 31, 2021

| Functions/Programs | Expenses | Program Revenues | | | Net (Expenses), Revenues, and Changes in Net Position | | |
|--|---------------------|----------------------------|--|--|---|-----------------------------|--------------------|
| | | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Primary Government | | |
| | | | | | Governmental Activities | Business-Type Activities | Total |
| Primary Government | | | | | | | |
| Governmental Activities | | | | | | | |
| Administrative | \$ (1,181,913) | \$ 11,490 | \$ 2,095 | \$ 536,053 | \$ (632,275) | \$ - | \$ (632,275) |
| Information technology | (294,686) | - | - | - | (294,686) | - | (294,686) |
| Human resources | (241,692) | - | - | - | (241,692) | - | (241,692) |
| Municipal court | (144,335) | 148,561 | - | - | 4,226 | - | 4,226 |
| Economic development | (430,019) | 486,638 | - | 64,285 | 120,904 | - | 120,904 |
| Police | (2,192,327) | 31,217 | 235,645 | - | (1,925,465) | - | (1,925,465) |
| Fire | (1,909,958) | 5,330 | - | - | (1,904,628) | - | (1,904,628) |
| Emergency management | (20,820) | - | - | - | (20,820) | - | (20,820) |
| Animal control | (191,443) | - | - | - | (191,443) | - | (191,443) |
| Street | (1,680,893) | 2,965 | - | 2,918,733 | 1,240,805 | - | 1,240,805 |
| Stormwater | (95,826) | - | - | - | (95,826) | - | (95,826) |
| Parks and recreation | (3,642,140) | 886,651 | - | 1,444 | (2,754,045) | - | (2,754,045) |
| Debt Service | (116,141) | - | - | - | (116,141) | - | (116,141) |
| Total Governmental Activities | (12,142,193) | 1,572,852 | 237,740 | 3,520,515 | (6,811,086) | - | (6,811,086) |

See accompanying notes to the financial statements.

City of Republic

Statement of Activities

Year Ended December 31, 2021

| Expenses | Program Revenues | | | Net (Expenses), Revenues, and Changes in Net Position | | | |
|---|----------------------------|--|--|---|-----------------------------|---------------|---------------|
| | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Primary Government | | | |
| | | | | Governmental Activities | Business-Type Activities | Total | |
| Business-Type Activities | | | | | | | |
| Water | (2,232,310) | 2,549,589 | - | 1,165,240 | - | 1,482,519 | 1,482,519 |
| Sewer | (2,714,497) | 3,562,874 | - | 1,160,427 | - | 2,008,804 | 2,008,804 |
| Total Business-Type Activities | (4,946,807) | 6,112,463 | - | 2,325,667 | - | 3,491,323 | 3,491,323 |
| Total Primary Government | \$ (17,089,000) | \$ 7,685,315 | \$ 237,740 | \$ 5,846,182 | (6,811,086) | 3,491,323 | (3,319,763) |
| General Revenues and Transfers | | | | | | | |
| Sales taxes | | | | | 10,435,109 | - | 10,435,109 |
| Ad valorem taxes | | | | | 1,400,571 | - | 1,400,571 |
| Motor vehicle and gas taxes | | | | | 637,849 | - | 637,849 |
| Other taxes | | | | | 81,181 | - | 81,181 |
| Franchise fees | | | | | 764,519 | - | 764,519 |
| County reimbursements | | | | | 140,604 | - | 140,604 |
| Interest | | | | | 38,711 | 12,860 | 51,571 |
| Other revenue | | | | | 385,616 | 420,100 | 805,716 |
| Transfers | | | | | 692,323 | (692,323) | - |
| Total General Revenues and Transfers | | | | | 14,576,483 | (259,363) | 14,317,120 |
| Special Item | | | | | | | |
| (Loss) on asset disposal | | | | | (19,533) | - | (19,533) |
| <i>Changes in Net Position</i> | | | | | 7,745,864 | 3,231,960 | 10,977,824 |
| Net Position, Beginning of year | | | | | 29,492,547 | 23,042,672 | 52,535,219 |
| Net Position, End of year | | | | | \$ 37,238,411 | \$ 26,274,632 | \$ 63,513,043 |

See accompanying notes to the financial statements.

City of Republic

Balance Sheet – Governmental Funds

December 31, 2021

| | Special Revenue Funds | | | | | | | | Total Governmental Funds | |
|---|-----------------------|---------------------|-----------------------------------|---------------------------|---------------------------------|---|------------------------|-------------------------|--------------------------------|----------------------|
| | General Fund | Street Fund | Stormwater Improvement Fund | Fire Sales Tax Fund | Parks and Recreation Fund | Capital Improvement Sales Tax Fund | Major Grant Fund | Capital Project Fund | | Debt Service Fund |
| Assets | | | | | | | | | | |
| Cash and cash equivalents - unrestricted | \$ 4,287,745 | \$ 1,725,130 | \$ 608,735 | \$ 612,937 | \$ 654,614 | \$ 566,061 | \$ - | \$ 1,474 | \$ - | \$ 8,456,696 |
| Ad valorem taxes receivable, net | 806,175 | 112,618 | - | - | 222,940 | - | - | - | - | 1,141,733 |
| Sales taxes receivable | 726,123 | 353,411 | - | 88,351 | 353,411 | 176,706 | - | - | - | 1,698,002 |
| Franchise taxes receivable | 139,114 | - | - | - | - | - | - | - | - | 139,114 |
| Other receivables | 37,821 | 17,351 | - | - | - | - | - | - | - | 55,172 |
| Intergovernmental receivable | 44,562 | - | - | - | - | - | - | - | - | 44,562 |
| Prepaid insurance | 88,198 | 11,553 | - | - | 37,781 | - | - | - | - | 137,532 |
| Restricted cash and cash equivalents | 224,417 | 43,803 | - | - | 40,000 | - | 1,500,356 | 436,266 | 259,955 | 2,504,797 |
| Total Assets | <u>\$ 6,354,155</u> | <u>\$ 2,263,866</u> | <u>\$ 608,735</u> | <u>\$ 701,288</u> | <u>\$ 1,308,746</u> | <u>\$ 742,767</u> | <u>\$ 1,500,356</u> | <u>\$ 437,740</u> | <u>\$ 259,955</u> | <u>\$ 14,177,608</u> |
| Liabilities, Deferred Inflows of Resources and Fund Balances | | | | | | | | | | |
| Liabilities | | | | | | | | | | |
| Accounts payable | \$ 42,989 | \$ 72,342 | \$ - | \$ - | \$ 10,965 | \$ - | \$ - | \$ - | \$ - | \$ 126,296 |
| Accrued expenses | 158,292 | 19,285 | - | - | 29,588 | - | - | - | - | 207,165 |
| Police evidence payable | 37,428 | - | - | - | - | - | - | - | - | 37,428 |
| Unearned revenue | - | - | - | - | - | - | 1,279,240 | - | - | 1,279,240 |
| Total Liabilities | <u>238,709</u> | <u>91,627</u> | <u>-</u> | <u>-</u> | <u>40,553</u> | <u>-</u> | <u>1,279,240</u> | <u>-</u> | <u>-</u> | <u>1,650,129</u> |

See accompanying notes to the financial statements.

City of Republic

Balance Sheet – Governmental Funds

December 31, 2021

| | Special Revenue Funds | | | | | | | | Total Governmental Funds | |
|--|-----------------------|---------------------|-----------------------------|---------------------|---------------------------|------------------------------------|---------------------|----------------------|--------------------------|----------------------|
| | General Fund | Street Fund | Stormwater Improvement Fund | Fire Sales Tax Fund | Parks and Recreation Fund | Capital Improvement Sales Tax Fund | Major Grant Fund | Capital Project Fund | | Debt Service Fund |
| Deferred Inflows of Resources | | | | | | | | | | |
| Deferred taxes | 25,447 | 3,913 | - | - | 6,852 | - | - | - | - | 36,212 |
| Total Deferred Inflows of Resources | 25,447 | 3,913 | - | - | 6,852 | - | - | - | - | 36,212 |
| Fund Balances | | | | | | | | | | |
| Nonspendable | | | | | | | | | | |
| Prepaid items | 88,198 | 11,553 | - | - | 37,781 | - | - | - | - | 137,532 |
| Restricted for | | | | | | | | | | |
| Debt service | - | - | - | - | - | - | - | - | 259,955 | 259,955 |
| Grant funding | - | - | - | - | - | - | 221,116 | - | - | 221,116 |
| Assigned to | | | | | | | | | | |
| Street | - | 2,156,773 | - | - | - | - | - | - | - | 2,156,773 |
| Stormwater | - | - | 608,735 | - | - | - | - | - | - | 608,735 |
| Fire | - | - | - | 701,288 | - | - | - | - | - | 701,288 |
| Parks and recreation | - | - | - | - | 1,223,560 | - | - | - | - | 1,223,560 |
| Capital improvements | - | - | - | - | - | 742,767 | - | 437,740 | - | 1,180,507 |
| Unassigned | 6,001,801 | - | - | - | - | - | - | - | - | 6,001,801 |
| Total Fund Balances | 6,089,999 | 2,168,326 | 608,735 | 701,288 | 1,261,341 | 742,767 | 221,116 | 437,740 | 259,955 | 12,491,267 |
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances | \$ 6,354,155 | \$ 2,263,866 | \$ 608,735 | \$ 701,288 | \$ 1,308,746 | \$ 742,767 | \$ 1,500,356 | \$ 437,740 | \$ 259,955 | \$ 14,177,608 |

See accompanying notes to the financial statements.

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position

December 31, 2021

| | |
|--|-----------------------------|
| Fund balance - total governmental funds | \$ 12,491,267 |
| <p>Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:</p> | |
| Governmental capital assets | 45,087,956 |
| Less accumulated depreciation | <u>(13,117,419)</u> |
| | 31,970,537 |
| <p>The net pension liability and deferred costs are not available to pay for current period expenditures and, therefore, not reported in the funds. The following is the detail of the net effect of these differences in the treatment of the net pension liability and related deferred items:</p> | |
| Net pension liability | (1,097,858) |
| Deferred outflows due to pensions | 780,767 |
| Deferred inflows due to pensions | <u>(1,296,380)</u> |
| | (1,613,471) |
| Adjustment of deferred taxes | 36,212 |
| Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditures when due | (7,989) |
| Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds | <u>(5,638,145)</u> |
| Net position of governmental activities | <u><u>\$ 37,238,411</u></u> |

See accompanying notes to the financial statements.

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended December 31, 2021

| | Special Revenue Funds | | | | | | | Capital Project Fund | Debt Service Fund | Total Governmental Funds |
|----------------------------|-----------------------|------------------|-----------------------------|---------------------|---------------------------|------------------------------------|------------------|----------------------|-------------------|--------------------------|
| | General Fund | Street Fund | Stormwater Improvement Fund | Fire Sales Tax Fund | Parks and Recreation Fund | Capital Improvement Sales Tax Fund | Major Grant Fund | | | |
| Revenues | | | | | | | | | | |
| Taxes | \$ 6,538,977 | \$ 2,348,328 | \$ - | \$ 469,938 | \$ 3,022,094 | \$ 939,893 | \$ - | \$ - | \$ - | \$ 13,319,230 |
| Licenses and permits | 462,033 | 175 | - | - | - | - | - | - | - | 462,208 |
| Intergovernmental revenues | 5,360 | 140,604 | - | - | 1,444 | 106,371 | 659,967 | - | - | 913,746 |
| Charges for services | 41,871 | - | - | - | 886,650 | - | - | - | - | 928,521 |
| Fines and forfeitures | 176,890 | - | - | - | - | - | - | - | - | 176,890 |
| Miscellaneous | 145,965 | 263,907 | 2,029 | 2,446 | 6,242 | 73,042 | - | 1,347 | 960 | 495,938 |
| Total Revenues | 7,371,096 | 2,753,014 | 2,029 | 472,384 | 3,916,430 | 1,119,306 | 659,967 | 1,347 | 960 | 16,296,533 |
| Expenditures | | | | | | | | | | |
| Current | | | | | | | | | | |
| Administrative | 4,452,296 | - | - | - | - | - | - | - | - | 4,452,296 |
| Information technology | 279,901 | - | - | - | - | - | - | - | - | 279,901 |
| Human resources | 255,640 | - | - | - | - | - | - | - | - | 255,640 |
| Municipal court | 156,169 | - | - | - | - | - | - | - | - | 156,169 |
| Economic development | 556,149 | - | - | - | - | - | - | - | - | 556,149 |
| Police | 2,098,863 | - | - | - | - | - | - | - | - | 2,098,863 |
| Fire | 1,643,815 | - | - | 409,761 | - | - | - | - | - | 2,053,576 |
| Animal control | 165,696 | - | - | - | - | - | - | - | - | 165,696 |
| Street | - | 5,374,385 | - | - | - | - | - | - | - | 5,374,385 |
| Stormwater | - | - | 95,826 | - | - | - | - | - | - | 95,826 |
| Parks and recreation | - | - | - | - | 2,750,257 | - | - | - | - | 2,750,257 |
| Capital improvements | - | - | - | - | - | 910,047 | 438,851 | - | - | 1,348,898 |
| Debt Service | | | | | | | | | | |
| Principal and interest | - | 11,644 | - | - | - | - | - | - | 1,154,270 | 1,165,914 |
| Total Expenditures | 9,608,529 | 5,386,029 | 95,826 | 409,761 | 2,750,257 | 910,047 | 438,851 | - | 1,154,270 | 20,753,570 |

See accompanying notes to the financial statements.

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended December 31, 2021

| | Special Revenue Funds | | | | | | | | Total Governmental Funds | |
|--|-----------------------|---------------------|-----------------------------|---------------------|---------------------------|------------------------------------|-------------------|----------------------|--------------------------|----------------------|
| | General Fund | Street Fund | Stormwater Improvement Fund | Fire Sales Tax Fund | Parks and Recreation Fund | Capital Improvement Sales Tax Fund | Major Grant Fund | Capital Project Fund | | Debt Service Fund |
| <i>Excess (Deficit) of Revenues Over Expenditures</i> | (2,237,433) | (2,633,015) | (93,797) | 62,623 | 1,166,173 | 209,259 | 221,116 | 1,347 | (1,153,310) | (4,457,037) |
| Other Financing Sources (Uses) | | | | | | | | | | |
| Developer donated infrastructure | - | 2,918,733 | - | - | - | - | - | - | - | 2,918,733 |
| Capital lease proceeds | 2,000,000 | 67,877 | - | - | - | - | - | - | - | 2,067,877 |
| Operating transfers in | 1,801,674 | - | - | - | 63,263 | - | - | - | 1,006,363 | 2,871,300 |
| Operating transfers (out) | (943,320) | (110,659) | - | (88,256) | (1,036,742) | - | - | - | - | (2,178,977) |
| Total Other Financing Sources (Uses) | <u>2,858,354</u> | <u>2,875,951</u> | <u>-</u> | <u>(88,256)</u> | <u>(973,479)</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>1,006,363</u> | <u>5,678,933</u> |
| <i>Excess (Deficit) of Revenues and Other Sources Over Expenditures and Other (Uses)</i> | 620,921 | 242,936 | (93,797) | (25,633) | 192,694 | 209,259 | 221,116 | 1,347 | (146,947) | 1,221,896 |
| Fund Balance, January 1 | 5,469,078 | 1,925,390 | 702,532 | 726,921 | 1,068,647 | 533,508 | - | 436,393 | 406,902 | 11,269,371 |
| Fund Balance, December 31 | <u>\$ 6,089,999</u> | <u>\$ 2,168,326</u> | <u>\$ 608,735</u> | <u>\$ 701,288</u> | <u>\$ 1,261,341</u> | <u>\$ 742,767</u> | <u>\$ 221,116</u> | <u>\$ 437,740</u> | <u>\$ 259,955</u> | <u>\$ 12,491,267</u> |

See accompanying notes to the financial statements.

Reconciliation of Statement of Revenues, Expenditures, and Changes in Fund Balances of
Governmental Funds to the Statement of Activities

Year Ended December 31, 2021

Net change in fund balances - total governmental funds \$ 1,221,896

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in
the Statement of Activities the cost of these assets is allocated over their
estimated useful lives on a straight line basis and reported as depreciation
expense. The following is the net effect of these differences.

| | |
|----------------|-------------|
| Capital outlay | 8,393,457 |
| Depreciation | (1,075,115) |
| | 7,318,342 |

Some revenues reported in the governmental funds represent current financial
resources and were recognized in the Statement of Activities when earned.

The issuance of long-term debt provides current financial resources to
governmental funds. The repayment of the principal on long-term debt
is a use of current financial resources of governmental funds. In the
Statement of Activities, interest is accrued on outstanding debt whereas,
in the governmental funds, an interest expenditures is reported when
due. The following is the detail of the net effect of these differences:

| | |
|---|-------------|
| Repayment of principal on bonds, loans and leases | 1,052,071 |
| Accrued interest payable | (2,298) |
| Capital lease proceeds | (2,067,877) |
| | (1,018,104) |

Some expenditures reported in the governmental funds represent the use
of current financial resources and were recognized in the Statement of
Activities when incurred.

| | |
|--|---------------------|
| Change in pension related costs | 305,661 |
| Change in compensated absences | (36,995) |
| Change in deferred revenue | (44,936) |
| | 223,730 |
| Change in net position of governmental activities | \$ 7,745,864 |

See accompanying notes to the financial statements.

Statement of Net Position – Proprietary Fund

December 31, 2021

| | Enterprise Funds | | |
|---|------------------|-------------------|-------------------|
| | Water Fund | Sewer Fund | Total |
| Assets | | | |
| Current Assets | | | |
| Cash and cash equivalents | \$ 533,220 | \$ 1,365,477 | \$ 1,898,697 |
| Utilities receivable, net | 332,173 | 854,057 | 1,186,230 |
| Prepaid insurance | 18,598 | 21,765 | 40,363 |
| Total Current Assets | <u>883,991</u> | <u>2,241,299</u> | <u>3,125,290</u> |
| Restricted Assets | | | |
| Cash and cash equivalents | 811,434 | 1,786,065 | 2,597,499 |
| Total Restricted Assets | <u>811,434</u> | <u>1,786,065</u> | <u>2,597,499</u> |
| Property, Plant and Equipment | | | |
| Non-depreciable | - | 1,379,308 | 1,379,308 |
| Depreciable | 10,669,300 | 30,109,673 | 40,778,973 |
| Accumulated depreciation | (4,105,835) | (11,784,915) | (15,890,750) |
| Total Property, Plant, and Equipment | <u>6,563,465</u> | <u>19,704,066</u> | <u>26,267,531</u> |
| Total Assets | <u>8,258,890</u> | <u>23,731,430</u> | <u>31,990,320</u> |
| Deferred Outflows of Resources | | | |
| Deferred pension outflows | 123,705 | 123,118 | 246,823 |

See accompanying notes to the financial statements.

Statement of Net Position – Proprietary Fund

December 31, 2021

| | Enterprise Funds | | |
|--------------------------------------|---------------------|----------------------|----------------------|
| | Water Fund | Sewer Fund | Total |
| Liabilities | | | |
| Current Liabilities | | | |
| Accounts payable | 16,842 | 251,871 | 268,713 |
| Accrued expenses | 35,211 | 11,415 | 46,626 |
| Accrued interest payable | 2,616 | 2,679 | 5,295 |
| Utility deposits | 499,827 | 490 | 500,317 |
| Current maturities of long-term debt | 186,729 | 194,609 | 381,338 |
| Total Current Liabilities | <u>741,225</u> | <u>461,064</u> | <u>1,202,289</u> |
| Long-Term Liabilities | | | |
| Capital lease payable | 1,912,062 | 2,068,062 | 3,980,124 |
| Compensated absences payable | 71,376 | 22,916 | 94,292 |
| Net pension liability | 188,824 | 168,067 | 356,891 |
| Total Long-Term Liabilities | <u>2,172,262</u> | <u>2,259,045</u> | <u>4,431,307</u> |
| Total Liabilities | <u>2,913,487</u> | <u>2,720,109</u> | <u>5,633,596</u> |
| Deferred Inflows of Resources | | | |
| Deferred pension inflows | <u>151,926</u> | <u>176,989</u> | <u>328,915</u> |
| Net Position | | | |
| Net investment in capital assets | 4,464,674 | 17,441,395 | 21,906,069 |
| Unrestricted | 852,508 | 3,516,055 | 4,368,563 |
| Total Net Position | <u>\$ 5,317,182</u> | <u>\$ 20,957,450</u> | <u>\$ 26,274,632</u> |

See accompanying notes to the financial statements.

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund

Year Ended December 31, 2021

| | Enterprise Funds | | |
|---|---------------------|----------------------|----------------------|
| | Water Fund | Sewer Fund | Total |
| Operating Revenues | | | |
| Charges for services | \$ 1,943,064 | \$ 3,562,046 | \$ 5,505,110 |
| Miscellaneous | 606,525 | 828 | 607,353 |
| Total Operating Revenues | <u>2,549,589</u> | <u>3,562,874</u> | <u>6,112,463</u> |
| Operating Expenses | | | |
| Wages and benefits | 731,627 | 808,606 | 1,540,233 |
| Professional services | 27,454 | 266,417 | 293,871 |
| Telephone and utilities | 216,877 | 331,176 | 548,053 |
| Insurance | 21,366 | 45,725 | 67,091 |
| Supplies | 76,023 | 92,398 | 168,421 |
| Travel, meetings and dues | 19,507 | 8,115 | 27,622 |
| Vehicle expense | 33,838 | 13,534 | 47,372 |
| Repairs and maintenance | 688,663 | 263,342 | 952,005 |
| Depreciation | 256,732 | 667,967 | 924,699 |
| General and administrative | 12,259 | 12,186 | 24,445 |
| Miscellaneous | 50,904 | 90,364 | 141,268 |
| Total Operating Expenses | <u>2,135,250</u> | <u>2,599,830</u> | <u>4,735,080</u> |
| <i>Operating Income</i> | 414,339 | 963,044 | 1,377,383 |
| Nonoperating Revenues (Expenses) | | | |
| Interest income | 3,289 | 9,571 | 12,860 |
| Interest expense | (97,060) | (114,667) | (211,727) |
| Impact fees | 111,116 | 235,125 | 346,241 |
| Rental income | 73,859 | - | 73,859 |
| Developer donated infrastructure | 1,165,240 | 1,160,427 | 2,325,667 |
| Total Nonoperating Revenues (Expenses) | <u>1,256,444</u> | <u>1,290,456</u> | <u>2,546,900</u> |
| <i>Income Before Operating Transfers</i> | 1,670,783 | 2,253,500 | 3,924,283 |
| Operating Transfers (Out) | (299,327) | (392,996) | (692,323) |
| <i>Net Income</i> | 1,371,456 | 1,860,504 | 3,231,960 |
| Net Position, January 1 | 3,945,726 | 19,096,946 | 23,042,672 |
| Net Position, December 31 | <u>\$ 5,317,182</u> | <u>\$ 20,957,450</u> | <u>\$ 26,274,632</u> |

See accompanying notes to the financial statements.

Statement of Cash Flows – Proprietary Fund

Year Ended December 31, 2021

| | Enterprise Funds | | |
|--|--------------------|---------------------|---------------------|
| | Water Fund | Sewer Fund | Total |
| Cash Flows from Operating Activities | | | |
| Cash received from customers | \$ 2,603,926 | \$ 3,526,655 | \$ 6,130,581 |
| Cash paid to suppliers | (1,148,160) | (1,307,720) | (2,455,880) |
| Cash paid to employees | (747,630) | (830,571) | (1,578,201) |
| Net Cash Provided by Operating Activities | 708,136 | 1,388,364 | 2,096,500 |
| Cash Flows from Noncapital Financing Activities | | | |
| Operating transfers (out) | (299,327) | (392,996) | (692,323) |
| Nonoperating revenues | 1,350,215 | 1,395,552 | 2,745,767 |
| Net Cash Provided by Noncapital Financing Activities | 1,050,888 | 1,002,556 | 2,053,444 |
| Cash Flows from Capital and Related Financing Activities | | | |
| Acquisition and construction of capital assets | (1,260,976) | (1,976,747) | (3,237,723) |
| Proceeds from capital lease | 67,877 | 67,877 | 135,754 |
| Payment of bond principal | (19,952) | - | (19,952) |
| Payment of capital lease principal | (168,006) | (181,086) | (349,092) |
| Payment of interest expense | (97,351) | (114,875) | (212,226) |
| Net Cash (Used) by Capital and Related Financing Activities | (1,478,408) | (2,204,831) | (3,683,239) |
| Cash Flows from Investing Activities | | | |
| Interest received on investments | 3,289 | 9,572 | 12,861 |
| Net Cash Provided by Investing Activities | 3,289 | 9,572 | 12,861 |
| <i>Net Increase in Cash and Cash Equivalents</i> | 283,905 | 195,661 | 479,566 |
| Cash and Cash Equivalents, Beginning of year | 1,060,749 | 2,955,881 | 4,016,630 |
| Cash and Cash Equivalents, End of year | 1,344,654 | 3,151,542 | 4,496,196 |
| Less Restricted Cash and Cash Equivalents | 811,434 | 1,786,065 | 2,597,499 |
| Unrestricted Cash and Cash Equivalents | \$ 533,220 | \$ 1,365,477 | \$ 1,898,697 |

See accompanying notes to the financial statements.

Statement of Cash Flows – Proprietary Fund

Year Ended December 31, 2021

| | Enterprise Funds | | |
|---|-------------------|---------------------|---------------------|
| | Water Fund | Sewer Fund | Total |
| Reconciliation of Operating Income to Net Cash Provided by Operating Activities | | | |
| Operating income | \$ 414,339 | \$ 963,044 | \$ 1,377,383 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | | |
| Depreciation | 256,732 | 667,967 | 924,699 |
| (Increase) decrease in | | | |
| Utilities receivable | 7,474 | (43,796) | (36,322) |
| Other receivable | 8,388 | 7,727 | 16,115 |
| Prepaid expense | 14,142 | 1,173 | 15,315 |
| Deferred pension outflows | 12,851 | 15,473 | 28,324 |
| Increase (decrease) in | | | |
| Accounts payable | (15,411) | (185,636) | (201,047) |
| Accrued expenses | (683) | (14,554) | (15,237) |
| Utility deposits payable | 38,475 | (150) | 38,325 |
| Deferred pension inflows | 115,505 | 139,079 | 254,584 |
| Net pension liability | (142,631) | (171,743) | (314,374) |
| Compensated absences | (1,045) | 9,780 | 8,735 |
| Net Cash Provided by Operating Activities | <u>\$ 708,136</u> | <u>\$ 1,388,364</u> | <u>\$ 2,096,500</u> |

See accompanying notes to the financial statements.

1. Summary of Significant Accounting Policies

The City of Republic, Missouri, (the City) was incorporated in 1871, under the provisions of the State of Missouri. The City operates under a Mayor-City Council form of government. The City provides the following services as authorized by its charter: public safety (police and fire), streets, culture-recreation, public improvements, planning, and general administrative services. Other services include water and sewer operations.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant policies.

Financial Reporting Entity

The City is organized under the laws of the State of Missouri and is a primary government, which is governed by an elected City Council. As required by accounting principles generally accepted in the United States of America, the City has evaluated the criteria to determine whether any other entity meets the definition of a component unit and must be included in these financial statements. The City has determined that no other outside entity meets the above criteria and therefore, no other entity has been included as a component unit in the financial statements. In addition, the City is not aware of any entity for which the City would be considered as a component unit of that entity.

Government-Wide and Fund Financial Statements

The basic financial statements include both the government-wide (the Statement of Net Position and the Statement of Activities) and fund financial statements.

Government-Wide Financial Statements

The government-wide statements display information about the government as a whole. Interfund activity has been eliminated from these statements to minimize the duplication of internal activities. Governmental activities, which are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for services for support.

In the government-wide Statement of Net Position, both the governmental and business-type activities are consolidated and presented on the full accrual, economic resources basis of accounting. The consolidated presentation incorporates long-term assets and receivables as well as long-term debt and obligations, and it provides information to improve analysis and comparability.

The government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function of the City’s governmental and business-type activities. Direct expenses are those that are specifically associated with a program or a function. Program revenues include charges for goods or services offered by the programs and grants and contributions that are restricted to meet operating and capital expenses of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements

Separate fund financial statements report information on the City’s governmental and proprietary funds. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column.

Notes to the Financial Statements

December 31, 2021

Governmental fund financial statements use the current financial resources measurement focus and the modified accrual basis of accounting. Consequently, the emphasis on near-term inflows and outflows of resources do not present the long-term impact of transactions. Conversely, the proprietary fund statements incorporate the accrual basis of accounting and focus on the change in total economic resources. This presentation records long-term assets and liabilities, and recognizes revenues and expenses when transactions occur, regardless of their impact on the flow of cash. Since the accounting differs significantly between the governmental funds and the proprietary funds, it is necessary to convert the governmental fund data to arrive at the government-wide financial statements. Therefore, reconciliations have been provided following the Governmental Funds Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balance identifying categories that required conversion from the fund statements.

The City reports the following major governmental funds:

General Fund: The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Street Fund: The Street Fund is a special revenue fund used to account for resources restricted, committed or assigned for street maintenance, improvements and indebtedness.

Stormwater Fund: The Stormwater Fund is a special revenue fund used to account for resources restricted, committed or assigned for stormwater maintenance, improvements and indebtedness.

Fire Sales Tax Fund: The Fire Sales Tax Fund is a special revenue fund used to account for resources restricted, committed or assigned for the purpose of funding fire department operations.

Park Fund: The Park Fund is a special revenue fund used to account for resources restricted, committed or assigned for the operations of the City parks.

Capital Improvement Sales Tax Fund: The Capital Improvement Sales Tax Fund is a special revenue fund used to account for resources restricted, committed or assigned for capital improvements to the City.

Major Grant Fund: The Major Grant Fund is used to account for resources received and expensed through major grants.

Capital Project Fund: The Capital Project Fund is used to account for acquisition or construction of major capital assets and other capital outlay.

Debt Service Fund: The Debt Service Fund accounts for resources that are restricted, committed, or assigned for the retirement of principal, interest, and related costs.

The City reports the following major proprietary funds:

Water Fund: The Water Fund accounts for the activities and capital improvements of the City’s water operations.

Sewer Fund: The Sewer Fund accounts for the activities and capital improvements of the City’s sewer operations.

Notes to the Financial Statements

December 31, 2021

Capital Assets

Capital assets include land, buildings, improvements, equipment, and infrastructure assets (e.g., roads, bridges, storm sewers, and similar items) and are included in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets, excluding land, are defined by the City as assets with a cost of \$5,000 or greater and an estimated useful life of at least one year. All land purchases are capitalized regardless of cost. All purchased fixed assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated fixed assets are valued at their estimated fair market value on the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Historically, governmental infrastructure assets have not been capitalized and reported in the financial statements. In conformity with GASB 34, infrastructure, such as streets and storm sewers, has been capitalized. Additionally, the City elected to depreciate its infrastructure assets. Depreciation is provided in amounts sufficient to relate the cost of the depreciable assets to operations over their estimated service lives on the straight-line basis. The service lives by type of asset are as follows:

| | |
|----------------------------|-------------|
| Distribution systems | 20-50 years |
| Buildings and improvements | 40 years |
| Infrastructure | 20-40 years |
| Machinery and equipment | 5-10 years |
| Vehicles | 5 years |

Expenditures for maintenance and repairs are charged to expense; renewals and betterments are capitalized.

Pooled Cash and Cash Equivalents

The City pools cash resources of its various funds in order to facilitate the management of cash. Cash applicable to a particular fund is readily identifiable. The balance in the pooled cash account is available to meet current operating requirements. For purposes of the statement of cash flows, cash equivalents are defined as deposits available on demand or with an original maturity of less than three months at the time of purchase.

Fair Value

The fair value measurement and disclosure framework provides for a fair value hierarchy that gives highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The asset’s or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. There have been no significant changes from the prior year in the methodologies used to measure fair value. The levels of the fair value hierarchy are described below:

- Level 1: Inputs using quoted prices in active markets for identical assets or liabilities
- Level 2: Inputs using significant other observable inputs including quoted prices for similar assets or liabilities
- Level 3: Inputs are significant unobservable inputs

Notes to the Financial Statements

December 31, 2021

Revenue Recognition – Property Taxes

Real estate property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on November 1 and are due and payable at that time. All unpaid taxes levied November 1 become delinquent after December 31 of that year.

Compensated Absences

Employees earn vacation time based on the number of years’ service to the City. Outstanding vacation leave is payable upon termination of employment. Upon separation from the City’s service, an employee is not entitled to receive payment for any accrued and unused sick leave. Compensated absences are recorded as a liability in the Statement of Net Position.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Operating Revenues and Expenses

Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and services. All other revenues and expenses are considered nonoperating.

Program Revenues

In the Statement of Activities, revenues that are derived directly from each activity or from parties outside the City’s taxpayers are reported as program revenues. These include 1) charges for city court fines, licenses and permits, planning and zoning services, parks and recreation services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. All other governmental revenues are reported as general. All taxes are classified as general revenues, even if restricted for a specific purpose.

Net Position

In the government-wide and proprietary fund financial statements, net position is displayed in three components as follows:

Net Investment in Capital Assets: This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted: This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted: This consists of net position that does not meet the definition of restricted or net investment in capital assets.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City first applies restricted net position.

Notes to the Financial Statements

December 31, 2021

Fund Balance Classification

In the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on constraints imposed on the use of these resources as follows:

Nonspendable fund balance: This classification includes amounts that cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact.

Restricted fund balance: This classification reflects the constraints imposed on resources either a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance: These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions of the City Council – the government’s highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the Council removes the specified use by taking the same type of action imposing the commitment.

Assigned fund balance: This classification reflects the amounts constrained by the City’s “intent” to be used for specific purposes, but are neither restricted nor committed. Assigned fund balances include all remaining amounts (except negative balances) that are reported in the governmental funds, other than the General Fund, that are not classified as nonspendable and are neither restricted nor committed.

Unassigned fund balance: This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

In circumstances when a disbursement is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is depleted in the order of restricted, committed, assigned, and unassigned.

Bond Premium

Bond premiums are deferred and amortized over the term of the bonds using the straight-line method, which approximates the effective interest method.

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. Currently, the City has one item that qualifies for reporting in this category, deferred amounts relating to the pension plan.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Currently, the City has three items that qualify for reporting in this category, deferred amounts relating to the pension plan on the Statement of Net Position and deferred amounts related to deferred taxes and developer escrow on the Balance Sheet. These amounts are recognized as an inflow of resources in the period that the amounts become available.

Notes to the Financial Statements

December 31, 2021

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. Cash & Cash Equivalents

State statutes require that the City’s deposits be insured or collateralized in the name of the City by the trust department of a bank that does not hold the collateralized deposits. As of December 31, 2021, all bank balances on deposit are entirely insured or collateralized.

3. Restricted Assets

Business-Type Activities

The 2001C Combined Waterworks and Sewerage System Revenue Bonds ordinance established amounts required to be deposited in certain sinking and reserve funds. All required deposits to these funds have been made. These special reserves consist of cash and investments and are reported in the accompanying balance sheet as restricted cash and investments and restricted net position. Restricted assets also include cash restricted for customer deposits, equipment reserves, impact fees, and operating reserves. These restrictions are as follows:

| | Restricted Cash and Cash Equivalents | Restricted Net Position |
|--------------------|---|------------------------------------|
| Water Fund | | |
| Equipment reserves | \$ 38,118 | \$ - |
| Impact fees | 249,418 | - |
| Operating reserves | 38,167 | - |
| Customer Deposits | 485,731 | - |
| | <u>\$ 811,434</u> | <u>\$ -</u> |
| Sewer Fund | | |
| Equipment reserves | \$ 19,059 | \$ - |
| Impact fees | 745,425 | - |
| Operating reserves | 797,226 | - |
| Customer deposits | 224,355 | - |
| | <u>\$ 1,786,065</u> | <u>\$ -</u> |

Notes to the Financial Statements

December 31, 2021

Governmental Activities

Cash, investments and net position have been restricted as follows:

| | <u>Restricted Cash and Cash Equivalents</u> | <u>Restricted Fund Balance / Net Position</u> |
|----------------------------------|---|---|
| General Fund | | |
| Police equipment reserves | \$ 20,000 | \$ - |
| Fire equipment reserves | 20,000 | - |
| Court bonds | 6,015 | - |
| Police evidence | 37,543 | - |
| Impact fees | 19,180 | - |
| Operating reserves | 121,679 | - |
| | <u>\$ 224,417</u> | <u>\$ -</u> |
| Street Fund | | |
| Operating reserves | <u>\$ 43,803</u> | <u>\$ -</u> |
| Parks and Recreation Fund | | |
| Operating reserves | <u>\$ 40,000</u> | <u>\$ -</u> |
| Capital Projects Fund | | |
| Developer escrow | <u>\$ 436,266</u> | <u>\$ -</u> |
| Major Grants Fund | | |
| Grant funding | <u>\$ 1,500,356</u> | <u>\$ 221,116</u> |
| Debt Service Fund | | |
| Debt service | <u>\$ 259,955</u> | <u>\$ 259,955</u> |

Notes to the Financial Statements

December 31, 2021

4. Accounts Receivable

Accounts receivable are presented net of an allowance for doubtful accounts as follows:

| | <u>Accounts Receivable</u> | <u>Allowance</u> | <u>Net Accounts Receivable</u> |
|-------------------------------------|--------------------------------|--------------------|------------------------------------|
| Ad Valorem Taxes Receivable | | | |
| General Fund | \$ 815,999 | \$ (9,824) | \$ 806,175 |
| Street Fund | 115,262 | (2,644) | 112,618 |
| Parks and Recreation Fund | 224,451 | (1,511) | 222,940 |
| | <u>\$ 1,155,712</u> | <u>\$ (13,979)</u> | <u>\$ 1,141,733</u> |
| Franchise Taxes Receivable | | | |
| General Fund | <u>\$ 139,114</u> | <u>\$ -</u> | <u>\$ 139,114</u> |
| Other Receivable | | | |
| General Fund | \$ 37,821 | \$ - | \$ 37,821 |
| Street Fund | 17,351 | - | 17,351 |
| | <u>\$ 55,172</u> | <u>\$ -</u> | <u>\$ 55,172</u> |
| Utilities Receivable | | | |
| Water Fund | \$ 332,173 | \$ - | \$ 332,173 |
| Waste Water Fund | 854,057 | - | 854,057 |
| | <u>\$ 1,186,230</u> | <u>\$ -</u> | <u>\$ 1,186,230</u> |
| Sales Tax Receivable | | | |
| General Fund | \$ 726,123 | \$ - | \$ 726,123 |
| Street Fund | 353,411 | - | 353,411 |
| Fire Sales Tax Fund | 88,351 | - | 88,351 |
| Parks and Recreation Fund | 353,411 | - | 353,411 |
| Capital Improvement Sales Tax Fund | 176,706 | - | 176,706 |
| | <u>\$ 1,698,002</u> | <u>\$ -</u> | <u>\$ 1,698,002</u> |
| Intergovernmental Receivable | | | |
| General Fund | <u>\$ 44,562</u> | <u>\$ -</u> | <u>\$ 44,562</u> |

5. Long-Term Liabilities – Governmental Activities

The governmental activities long-term liabilities at December 31, 2021, consists of the 2017 Special Obligation Refunding Bonds, the 2006 MAMU lease, the 2007 Certificates of Participation, three capital leases, and compensated absences payable.

Notes to the Financial Statements

December 31, 2021

Series 2017 Special Obligation Refunding Bonds

On October 19, 2017, the City issued \$4,080,000 in Special Obligation Refunding Bonds for the purpose of refunding the Series 2010 and a portion of the Series 2011 Special Obligation Bonds. 97.68% of the Special Obligation Bonds was recorded as long-term debt within the governmental activities and 2.32% was recorded as long-term debt within the business-type activities. The bonds bear interest ranging from 2.0% to 3.0% with principal payments due May 1 and interest payments due November 1 and May 1 each year. The bond purchase agreement calls for all bonds to be purchased by a sole purchaser who will then offer them for sale to the public. The bonds may not be called for redemption under the provisions outlined in the bond ordinance. In the event of default, Bond Owners of not less than 10% may take such actions as may be necessary, such as seeking mandamus or specific performance, to cause the City to comply with its obligations under the agreement.

The annual debt service requirements to amortize the principal on the bonds outstanding at December 31, 2021, are as follows:

| <u>Year Ending December 31,</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-------------------------------------|---------------------|------------------|---------------------|
| 2022 | \$ 770,000 | \$ 25,500 | \$ 795,500 |
| 2023 | 130,000 | 12,000 | 142,000 |
| 2024 | 135,000 | 8,025 | 143,025 |
| 2025 | 200,000 | 3,000 | 203,000 |
| | <u>\$ 1,235,000</u> | <u>\$ 48,525</u> | <u>\$ 1,283,525</u> |
| Governmental Activities | \$ 1,229,200 | | |
| Business-Type Activities | 5,800 | | |
| | <u>\$ 1,235,000</u> | | |

Capital Lease Agreement – 2006 MAMU

In February 2007, the City entered into a lease purchase agreement with Missouri Association of Municipal Utilities to finance the construction of the addition and renovation of Fire Station No. 1 and the acquisition of related furnishings and equipment in the amount of \$992,000. The lease requires various monthly payments with interest at 4.0%. In the event of default, the Lessor may terminate the lease, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, declare all lease payments immediately due and payable for the remainder of the current fiscal year, or take whatever action at law or in equity deemed necessary.

Notes to the Financial Statements

December 31, 2021

The following is a schedule of future minimum lease payments under the lease agreement (assuming noncancellation):

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|-------------------|-------------------|-------------------|
| | Principal | Interest | Total |
| 2022 | \$ 47,000 | \$ 21,277 | \$ 68,277 |
| 2023 | 48,000 | 19,360 | 67,360 |
| 2024 | 48,000 | 17,440 | 65,440 |
| 2025 | 48,000 | 15,520 | 63,520 |
| 2026 | 48,000 | 13,600 | 61,600 |
| 2027 | 56,000 | 11,587 | 67,587 |
| 2028 | 60,000 | 9,220 | 69,220 |
| 2029 | 60,000 | 6,820 | 66,820 |
| 2030 | 60,000 | 4,420 | 64,420 |
| 2031 | 66,000 | 1,970 | 67,970 |
| 2032 | 12,000 | 60 | 12,060 |
| | <u>\$ 553,000</u> | <u>\$ 121,274</u> | <u>\$ 674,274</u> |

Series 2007 Certificates of Participation

In March 2007, the City issued \$1,800,000 in Certificates of Participation for the purpose of acquiring, constructing, furnishing, and equipping Fire Station No. 2. The Certificates of Participation bear interest at 3.25% with monthly payments of \$9,201 due on the first of each month. In the event of default, the Lessor may terminate the lease, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, or take whatever action at law or in equity deemed necessary.

The annual debt service requirements to amortize the principal on the certificates outstanding at December 31, 2021, are as follows:

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|-------------------|-------------------|---------------------|
| | Principal | Interest | Total |
| 2022 | \$ 77,613 | \$ 25,097 | \$ 102,710 |
| 2023 | 79,704 | 23,006 | 102,710 |
| 2024 | 81,791 | 20,919 | 102,710 |
| 2025 | 84,055 | 18,655 | 102,710 |
| 2026 | 86,320 | 16,390 | 102,710 |
| 2027 | 88,645 | 14,065 | 102,710 |
| 2028 | 90,999 | 11,711 | 102,710 |
| 2029 | 93,485 | 9,225 | 102,710 |
| 2030 | 96,004 | 6,706 | 102,710 |
| 2031 | 98,590 | 4,120 | 102,710 |
| 2032 | 101,239 | 1,471 | 102,710 |
| | <u>\$ 978,445</u> | <u>\$ 151,365</u> | <u>\$ 1,129,810</u> |

Notes to the Financial Statements

December 31, 2021

Capital Lease Agreement – Aerial Fire Truck

In June 2017, the City entered into a lease purchase agreement to finance the purchase of a 2017 Rosenbauer Firetruck in the amount of \$713,000. The lease requires semi-annual payments of \$44,128 with interest at 2.29%. In the event of default, the Lessor may declare all lease payments immediately due and payable, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, or take whatever action at law or in equity deemed necessary.

The following is a schedule of future minimum lease payments under the lease agreement (assuming noncancellation):

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|-------------------|------------------|-------------------|
| | Principal | Interest | Total |
| 2022 | \$ 79,662 | \$ 8,594 | \$ 88,256 |
| 2023 | 81,486 | 6,769 | 88,255 |
| 2024 | 83,352 | 4,903 | 88,255 |
| 2025 | 85,261 | 2,995 | 88,256 |
| 2026 | 46,539 | 1,042 | 47,581 |
| | <u>\$ 376,300</u> | <u>\$ 24,303</u> | <u>\$ 400,603</u> |

Capital Lease Agreement – Komatsu Dozer & Excavator

In April 2021, the City entered into a lease purchase agreement to finance the purchase of a 2016 Komatsu Dozer and a 2018 Komatsu Excavator in the amount of \$203,630. 33.33% of the lease purchase agreement was recorded as long-term debt within the governmental activities and 66.67% was recorded as long-term debt within the business-type activities. The lease requires monthly payments of \$4,367 with interest at 1.4%. In the event of default, the Lessor may declare all lease payments immediately due and payable, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, or take whatever action at law or in equity deemed necessary.

The following is a schedule of future minimum lease payments under the lease agreement (assuming noncancellation):

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|--------------------------|-------------------|-------------------|
| | Principal | Interest | Total |
| 2022 | \$ 50,305 | \$ 2,093 | \$ 52,398 |
| 2023 | 51,024 | 1,374 | 52,398 |
| 2024 | 51,750 | 648 | 52,398 |
| 2025 | 17,414 | 52 | 17,466 |
| | <u>\$ 170,493</u> | <u>\$ 4,167</u> | <u>\$ 174,660</u> |
| | Governmental Activities | \$ 56,831 | |
| | Business-Type Activities | 113,662 | |
| | | <u>\$ 170,493</u> | |

Notes to the Financial Statements

December 31, 2021

Capital Lease Agreement – Sawyer Park Land

In September 2021, the City entered into a lease purchase agreement to finance the purchase of land in the amount of \$2,000,000. The lease requires annual payments of \$1,000,000 no interest. In the event of default, the Lessor may declare all lease payments immediately due and payable.

The following is a schedule of future minimum lease payments under the lease agreement (assuming noncancellation):

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|---------------------|-------------|---------------------|
| | Principal | Interest | Total |
| 2022 | \$ 1,000,000 | \$ - | \$ 1,000,000 |
| 2023 | 1,000,000 | - | 1,000,000 |
| | <u>\$ 2,000,000</u> | <u>\$ -</u> | <u>\$ 2,000,000</u> |

The following table is a summary of the changes in the Long-Term Liabilities – Governmental Activities for the year ended December 31, 2021:

| | Balance December 31, 2020 | Additions | Retirements | Balance December 31, 2021 | Amounts Due Within One Year |
|------------------------------------|---------------------------------|---------------------|---------------------|---------------------------------|-----------------------------------|
| Direct Borrowings | | | | | |
| Capital Leases Payable | | | | | |
| 2006 MAMU | \$ 589,000 | \$ - | \$ 36,000 | \$ 553,000 | \$ 47,000 |
| 2007 Certificates of Participation | 1,054,022 | - | 75,577 | 978,445 | 77,613 |
| 2021 Promissory Note | - | 2,000,000 | - | 2,000,000 | 1,000,000 |
| Aerial Fire Trucks | 453,147 | - | 76,847 | 376,300 | 79,662 |
| Equipment Lease | - | 67,877 | 11,046 | 56,831 | 50,305 |
| Bonds Payable | | | | | |
| Series 2017 Refunding Bonds | 2,069,248 | - | 840,048 | 1,229,200 | 752,136 |
| Premium on Series 2017 issuance | 54,394 | - | 12,553 | 41,841 | - |
| | <u>2,123,642</u> | <u>-</u> | <u>852,601</u> | <u>1,271,041</u> | <u>752,136</u> |
| Compensated Absences | 365,533 | 36,995 | - | 402,528 | - |
| | <u>\$ 4,585,344</u> | <u>\$ 2,104,872</u> | <u>\$ 1,052,071</u> | <u>\$ 5,638,145</u> | <u>\$ 2,006,716</u> |

Notes to the Financial Statements

December 31, 2021

6. Long-Term Liabilities – Business-Type Activities

The business-type activities long-term liabilities at December 31, 2021 consists of the 2017 Refunding Bonds, the 2006 MAMU lease, one capital lease, and compensated absences payable.

Series 2017 Special Obligation Refunding Bonds

On October 19, 2017, the City issued \$4,080,000 in Special Obligation Refunding Bonds for the purpose of refunding the Series 2010 and a portion of the Series 2011 Special Obligation Bonds. 97.68% of the Special Obligation Bonds was recorded as long-term debt within the governmental activities and 2.32% was recorded as long-term debt within the business-type activities. The bonds bear interest ranging from 2.0% to 3.0% with principal payments due May 1 and interest payments due November 1 and May 1 each year. The bond purchase agreement calls for all bonds to be purchased by a sole purchaser who will then offer them for sale to the public. The bonds may not be called for redemption under the provisions outlined in the bond ordinance. In the event of default, Bond Owners of not less than 10% may take such actions as may be necessary, such as seeking mandamus or specific performance, to cause the City to comply with its obligations under the agreement. See Note 5 for payment schedule.

Capital Lease Agreement – 2006 MAMU lease

In December 2006, the City entered into a lease purchase agreement with Missouri Association of Municipal Utilities to finance the extension of the water and sanitary sewer system lines and the construction of a new well and elevated water storage tank in the amount of \$7,865,000. The lease requires various monthly payments with interest at 3.975%. In the event of default, the Lessor may terminate the lease, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, declare all lease payments immediately due and payable for the remainder of the current fiscal year, or take whatever action at law or in equity deemed necessary.

The following is a schedule of future minimum lease payments under the lease agreements (assuming noncancellation):

| Year Ending December 31, | Direct Borrowing | | |
|-----------------------------|---------------------|---------------------|---------------------|
| | Principal | Interest | Total |
| 2022 | \$ 342,000 | \$ 162,448 | \$ 504,448 |
| 2023 | 357,000 | 148,566 | 505,566 |
| 2024 | 376,000 | 134,037 | 510,037 |
| 2025 | 392,000 | 118,800 | 510,800 |
| 2026 | 412,000 | 102,853 | 514,853 |
| 2027 | 430,000 | 86,158 | 516,158 |
| 2028 | 450,000 | 68,698 | 518,698 |
| 2029 | 472,000 | 50,426 | 522,426 |
| 2030 | 494,000 | 31,273 | 525,273 |
| 2031 | 517,000 | 11,210 | 528,210 |
| | <u>\$ 4,242,000</u> | <u>\$ 914,469</u> | <u>\$ 5,156,469</u> |
| | Water Fund | \$ 2,036,160 | |
| | Sewer Fund | 2,205,840 | |
| | | <u>\$ 4,242,000</u> | |

Notes to the Financial Statements

December 31, 2021

Capital Lease Agreement – Komatsu Dozer & Excavator

In April 2021, the City entered into a lease purchase agreement to finance the purchase of a 2016 Komatsu Dozer and a 2018 Komatsu Excavator in the amount of \$203,630. 33.33% of the lease purchase agreement was recorded as long-term debt within the governmental activities and 66.67% was recorded as long-term debt within the business-type activities. The lease requires monthly payments of \$4,367 with interest at 1.4%. In the event of default, the Lessor may declare all lease payments immediately due and payable, retake possession of the property, lease or sublease the property with the Lessee remaining liable for the remaining lease payments, or take whatever action at law or in equity deemed necessary. See Note 5 for payment schedule.

The following table is a summary of the changes in the Long-Term Liabilities – Business-Type Activities for the year ended December 31, 2021:

| | <u>Balance December 31, 2020</u> | <u>Additions</u> | <u>Retirements</u> | <u>Balance December 31, 2021</u> | <u>Amounts Due Within One Year</u> |
|-----------------------------|--|-------------------|--------------------|--|--|
| Water Fund | | | | | |
| Direct Borrowings | | | | | |
| Capital Leases Payable | | | | | |
| 2006 MAMU | \$ 2,193,120 | \$ - | \$ 156,960 | \$ 2,036,160 | \$ 164,160 |
| Equipment Lease | - | 67,877 | 11,046 | 56,831 | 16,769 |
| Bonds Payable | | | | | |
| Series 2017 Refunding Bonds | 25,752 | - | 19,952 | 5,800 | 5,800 |
| Compensated Absences | 72,421 | - | 1,045 | 71,376 | - |
| | <u>2,291,293</u> | <u>67,877</u> | <u>189,003</u> | <u>2,170,167</u> | <u>186,729</u> |
| Sewer Fund | | | | | |
| Direct Borrowings | | | | | |
| Capital Leases Payable | | | | | |
| 2006 MAMU | 2,375,880 | - | 170,040 | 2,205,840 | 177,840 |
| Equipment Lease | - | 67,877 | 11,046 | 56,831 | 16,769 |
| Direct Placements | | | | | |
| Bonds Payable | | | | | |
| Compensated Absences | 13,136 | 9,780 | - | 22,916 | - |
| | <u>2,389,016</u> | <u>77,657</u> | <u>181,086</u> | <u>2,285,587</u> | <u>194,609</u> |
| | <u>\$ 4,680,309</u> | <u>\$ 145,534</u> | <u>\$ 370,089</u> | <u>\$ 4,455,754</u> | <u>\$ 381,338</u> |

Notes to the Financial Statements

December 31, 2021

7. Capital Assets

Capital asset activity for the year ended December 31, 2021, was as follows:

| | Balance December 31, 2020 | Additions | Deletions | Balance December 31, 2021 |
|--|--|---------------------|-------------------|--|
| Governmental Activities | | | | |
| Non-depreciable Capital Assets | | | | |
| Land | \$ 2,437,724 | \$ 3,914,673 | \$ - | \$ 6,352,397 |
| Construction in progress | 37,103 | 415,843 | 276,046 | 176,900 |
| Total Non-Depreciable Capital Assets | 2,474,827 | \$ 4,330,516 | \$ 276,046 | 6,529,297 |
| Depreciable Capital Assets | | | | |
| Building and improvements | 17,795,492 | \$ 624,768 | \$ - | 18,420,260 |
| Machinery and equipment | 2,098,100 | 134,104 | 27,948 | 2,204,256 |
| Vehicles | 4,073,018 | 422,369 | 117,218 | 4,378,169 |
| Infrastructure | 10,253,062 | 3,302,912 | - | 13,555,974 |
| Total Depreciable Capital Assets | 34,219,672 | \$ 4,484,153 | \$ 145,166 | 38,558,659 |
| Less Accumulated Depreciation | | | | |
| Building and improvements | 6,601,227 | \$ 448,138 | \$ - | 7,049,365 |
| Machinery and equipment | 1,335,187 | 170,379 | 15,371 | 1,490,195 |
| Vehicles | 2,299,601 | 263,330 | 110,262 | 2,452,669 |
| Infrastructure | 1,806,289 | 318,901 | - | 2,125,190 |
| Total Accumulated Depreciation | 12,042,304 | \$ 1,200,748 | \$ 125,633 | 13,117,419 |
| Total Depreciable Capital Assets, net | 22,177,368 | | | 25,441,240 |
| Total Capital Assets - Governmental Activities, net | \$ 24,652,195 | | | \$ 31,970,537 |

Notes to the Financial Statements

December 31, 2021

Depreciation expense for governmental activities was charged to functions as follows:

| | |
|------------------------|---------------------|
| Administrative | \$ 33,170 |
| Police | 163,986 |
| Fire | 222,883 |
| Court | 4,540 |
| Streets and Stormwater | 355,343 |
| Planning | 12,115 |
| Parks | 358,350 |
| Emergency Management | 20,820 |
| Animal Control | 29,542 |
| | <u>\$ 1,200,749</u> |

Notes to the Financial Statements

December 31, 2021

| | Balance December 31, 2020 | Additions | Deletions | Balance December 31, 2021 |
|---|---------------------------------|---------------------|-------------|---------------------------------|
| Business-Type Activities | | | | |
| Water | | | | |
| Depreciable Capital Assets | | | | |
| Water plant | \$ 8,646,241 | \$ 880,349 | \$ - | \$ 9,526,590 |
| Buildings and improvements | 78,177 | 284,944 | - | 363,121 |
| Major moveable equipment | 289,374 | 95,683 | - | 385,057 |
| Vehicles | 394,532 | - | - | 394,532 |
| Total Depreciable Capital Assets | 9,408,324 | \$ 1,260,976 | \$ - | 10,669,300 |
| Less Accumulated Depreciation | | | | |
| Water plant | 3,319,407 | \$ 173,913 | \$ - | 3,493,320 |
| Buildings and improvements | 50,616 | 3,851 | - | 54,467 |
| Major moveable equipment | 147,931 | 39,247 | - | 187,178 |
| Vehicles | 331,149 | 39,721 | - | 370,870 |
| Total Accumulated Depreciation | 3,849,103 | \$ 256,732 | \$ - | 4,105,835 |
| Total Depreciable Capital Assets, net | 5,559,221 | | | 6,563,465 |
| Sewer | | | | |
| Non-depreciable Capital Assets | | | | |
| Land | 270,670 | \$ - | \$ - | 270,670 |
| Construction in progress | 226,433 | 882,205 | - | 1,108,638 |
| Total Non-depreciable Capital Assets | 497,103 | \$ 882,205 | \$ - | 1,379,308 |
| Depreciable Capital Assets | | | | |
| Sewer plant | 27,510,686 | \$ 1,204,871 | \$ - | 28,715,557 |
| Major moveable equipment | 808,892 | 105,388 | - | 914,280 |
| Vehicles | 479,836 | - | - | 479,836 |
| Total Depreciable Capital Assets | 28,799,414 | \$ 1,310,259 | \$ - | 30,109,673 |
| Less Accumulated Depreciation | | | | |
| Sewer plant | 10,345,149 | \$ 566,642 | \$ - | 10,911,791 |
| Major moveable equipment | 348,858 | 62,171 | - | 411,029 |
| Vehicles | 422,941 | 39,154 | - | 462,095 |
| Total Accumulated Depreciation | 11,116,948 | \$ 667,967 | \$ - | 11,784,915 |
| Total Depreciable Capital Assets, net | 17,682,466 | | | 18,324,758 |
| Total Capital Assets - Business-Type Activities, net | \$ 23,738,790 | | | \$ 26,267,531 |

Notes to the Financial Statements

December 31, 2021

8. Assessed Valuation, Tax Levy, & Legal Debt Margin

The assessed valuation of the tangible property and the tax levy per \$100 assessed valuation of that property were as follows:

| | <u>2021</u> |
|---|-----------------------|
| Assessed Valuation | |
| Real estate | \$ 246,449,866 |
| Personal property | 32,710,706 |
| Total | <u>\$ 279,160,572</u> |
| | |
| Tax Rate Per \$100 of Assessed Valuation | |
| General Fund | \$.4095 |
| Park Fund | .1104 |
| Street Fund | .0630 |
| | <u>\$.5829</u> |

The legal debt margin at December 31, 2021, was computed as follows:

| | General Obligation Bonds | | |
|---------------------------------------|---------------------------------|-----------------------|----------------------|
| | <u>Ordinary (1)</u> | <u>Additional (2)</u> | <u>Total</u> |
| Constitutional Debt Limit | \$ 27,916,057 | \$ 27,916,057 | \$ 55,832,114 |
| General Obligation Bonds Payable | - | - | - |
| Amount Available in Debt Service Fund | 259,955 | - | 259,955 |
| Legal Debt Margin | <u>\$ 28,176,012</u> | <u>\$ 27,916,057</u> | <u>\$ 56,092,069</u> |

(1) Under Article VI, Section 26(b) and (c), Missouri Constitution, the City, by a vote of its qualified electors voting therein, may incur an indebtedness for any purposes authorized in the charter of the City or by any general law of the State of Missouri. The borrowings authorized by this section shall not exceed ten percent of the value of the taxable tangible property in the City.

(2) Under Article VI, Section 26(d) and (e), Missouri Constitution, the City, by a vote of its qualified electors voting therein, may become indebted not exceeding in the aggregate an additional ten percent for the purpose of acquiring rights-of-way, construction, extending, and improving streets and avenues, and/or sanitary or storm sewer systems; and purchasing or constructing waterworks, electric or other light plants, provided that the total general obligation indebtedness of the City does not exceed twenty percent of the value of the taxable tangible property in the City.

9. Employee Pension Plan

General Information about the Pension Plan

Plan Description. The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and

Notes to the Financial Statements

December 31, 2021

administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits Provided. LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

| <u>2021 Valuation</u> | |
|-----------------------|----------------|
| Benefit multiplier | 1.25% for life |
| Final average salary | 3 years |
| Member contributions | 0% |

Benefit terms provide for annual post retirement adjustments to each member’s retirement allowance subsequent to the member’s retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms. At June 30, 2021, the following employees were covered by the benefit terms:

| | <u>General Division</u> | <u>Police Division</u> | <u>Fire Division</u> | <u>Total</u> |
|--|-----------------------------|----------------------------|--------------------------|--------------|
| Inactive employees or beneficiaries currently receiving benefits | 34 | 6 | 4 | 44 |
| Inactive employees entitled to but not yet receiving benefits | 26 | 20 | 11 | 57 |
| Active employees | 71 | 19 | 16 | 106 |
| | <u>131</u> | <u>45</u> | <u>31</u> | <u>207</u> |

Contributions. The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year. With an additional amount to finance an unfunded accrued liability. Full-time employees of the City contribute 0% of gross pay to the pension plan. The City’s contribution rates are 13.3% for General, 15.0% for Police, and 12.6% for Fire of annual covered payroll.

Net Pension Liability. The City’s net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2021.

Notes to the Financial Statements

December 31, 2021

Actuarial Assumptions. The total pension liability in the February 28, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---------------------------|---|
| Inflation | 2.75% wage inflation, 2.25% price inflation |
| Salary increase | 2.75% to 6.75% including inflation for the General Division 2.75% to 6.55% including inflation for the Police Division 2.75% to 7.15% including inflation for the Fire Division |
| Investment rate of return | 7.00% net of investment and administrative expenses |

The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables

The actuarial assumptions used in the February 28, 2021, valuation were based on the results of an actuarial experience study for the period March 1, 2010, through February 28, 2015.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

| Asset Class | Target Allocation | Weighted Average Long-Term Expected Real Rate of Return |
|------------------|-------------------|---|
| Alpha | 15.00% | 3.67% |
| Equity | 35.00% | 4.78% |
| Fixed Income | 31.00% | 1.41% |
| Real Assets | 36.00% | 3.29% |
| Strategic Assets | 8.00% | 5.25% |
| Cash/Leverage | -25.00% | -0.29% |

Discount Rate. The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan’s fiduciary net position was projected to be available to pay all projected future benefit payments of current active and

Notes to the Financial Statements

December 31, 2021

inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability

| | Increase (Decrease) | | |
|---|-----------------------------------|--------------------------------------|---------------------------------------|
| | Total Pension Liability (a) | Plan Fiduciary Net Pension (b) | Net Pension Liability (a) - (b) |
| General Division | | | |
| Balance at beginning of year | \$ 7,041,431 | \$ 4,782,802 | \$ 2,258,629 |
| Changes for the year | | | |
| Service cost | 253,051 | - | 253,051 |
| Interest | 511,988 | - | 511,988 |
| Difference between expected and actual experiences | 138,552 | - | 138,552 |
| Changes of assumptions | (118,809) | - | (118,809) |
| Contributions - employer | - | 478,348 | (478,348) |
| Contributions - employee | - | 26 | (26) |
| Net investment income | - | 1,440,507 | (1,440,507) |
| Benefits paid, including refunds | (211,380) | (211,380) | - |
| Administrative expenses | - | (11,201) | 11,201 |
| Other (net transfer) | - | 19,401 | (19,401) |
| <i>Net Changes</i> | <u>573,402</u> | <u>1,715,701</u> | <u>(1,142,299)</u> |
| Balance at end of year | <u>7,614,833</u> | <u>6,498,503</u> | <u>1,116,330</u> |

Notes to the Financial Statements

December 31, 2021

| | Increase (Decrease) | | |
|---|---|--------------------------------------|---|
| | Total Pension Liability (Asset) (a) | Plan Fiduciary Net Pension (b) | Net Pension Liability (Asset) (a) - (b) |
| Police Division | | | |
| Balance at beginning of year | 1,923,067 | 1,162,534 | 760,533 |
| Changes for the year | | | |
| Service cost | 77,237 | - | 77,237 |
| Interest | 140,091 | - | 140,091 |
| Difference between expected and actual experiences | (109,507) | - | (109,507) |
| Changes of assumptions | 7,035 | - | 7,035 |
| Contributions - employer | - | 147,436 | (147,436) |
| Net investment income | - | 319,304 | (319,304) |
| Benefits paid, including refunds | (58,465) | (58,465) | - |
| Administrative expenses | - | (3,290) | 3,290 |
| Other (net transfer) | - | (2,826) | 2,826 |
| <i>Net Changes</i> | 56,391 | 402,159 | (345,768) |
| Balance at end of year | 1,979,458 | 1,564,693 | 414,765 |
| Fire Division | | | |
| Balance at beginning of year | 1,639,760 | 1,363,513 | 276,247 |
| Changes for the year | | | |
| Service cost | 89,773 | - | 89,773 |
| Interest | 121,165 | - | 121,165 |
| Difference between expected and actual experiences | (45,494) | - | (45,494) |
| Changes of assumptions | (8,213) | - | (8,213) |
| Contributions - employer | - | 116,765 | (116,765) |
| Net investment income | - | 387,615 | (387,615) |
| Benefits paid, including refunds | (25,678) | (25,678) | - |
| Administrative expenses | - | (3,085) | 3,085 |
| Other (net transfer) | - | 8,529 | (8,529) |
| <i>Net Changes</i> | 131,553 | 484,146 | (352,593) |
| Balance at end of year | 1,771,313 | 1,847,659 | (76,346) |
| Total Plan Balances at end of year | \$ 11,365,604 | \$ 9,910,855 | \$ 1,454,749 |
| Governmental Activities | | | \$ 1,097,858 |
| Business-Type Activities | | | 356,891 |
| | | | <u>\$ 1,454,749</u> |

Notes to the Financial Statements

December 31, 2021

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following present the Net Pension Liability of the City, calculated using the discount rate of 7.00%, as well as what the City’s Net Pension Liability would be using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

| | 1% Decrease 6.00% | Current Single Discount Rate Assumption 7.00% | 1% Increase 8.00% |
|------------------------------------|------------------------------|--|------------------------------|
| General Division | | | |
| Total Pension Liability | \$ 8,846,298 | \$ 7,614,833 | \$ 6,609,185 |
| Plan Fiduciary Net Position | 6,498,503 | 6,498,503 | 6,498,503 |
| Net Pension Liability | <u>2,347,795</u> | <u>1,116,330</u> | <u>110,682</u> |
| Police Division | | | |
| Total Pension Liability | 2,358,634 | 1,979,458 | 1,677,817 |
| Plan Fiduciary Net Position | 1,564,693 | 1,564,693 | 1,564,693 |
| Net Pension Liability | <u>793,941</u> | <u>414,765</u> | <u>113,124</u> |
| Fire Division | | | |
| Total Pension Liability | 2,083,810 | 1,771,313 | 1,521,813 |
| Plan Fiduciary Net Position | 1,847,659 | 1,847,659 | 1,847,659 |
| Net Pension Liability | <u>236,151</u> | <u>(76,346)</u> | <u>(325,846)</u> |
| Total Net Pension Liability | <u>\$ 3,377,887</u> | <u>\$ 1,454,749</u> | <u>\$ (102,040)</u> |

Notes to the Financial Statements

December 31, 2021

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2021, the City recognized a pension expense of \$274,577 in the General Division, \$111,490 in the Police Division, and \$28,819 in the Fire Division. The City reported deferred outflows and inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred (Inflows) of Resources | Net Deferred Outflows (Inflows) of Resources |
|---|---|--|---|
| General Division | | | |
| Differences in experiences | \$ 450,190 | \$ (183,767) | \$ 266,423 |
| Differences in assumptions | 56,029 | (112,256) | (56,227) |
| Excess (deficit) investment returns | - | (732,801) | (732,801) |
| Contributions subsequent to the measurement date* | 265,828 | - | 265,828 |
| | <u>772,047</u> | <u>(1,028,824)</u> | <u>(256,777)</u> |
| Police Division | | | |
| Differences in experiences | 70,283 | (102,715) | (32,432) |
| Differences in assumptions | 6,527 | - | 6,527 |
| Excess (deficit) investment returns | - | (149,287) | (149,287) |
| Contributions subsequent to the measurement date* | 83,071 | - | 83,071 |
| | <u>159,881</u> | <u>(252,002)</u> | <u>(92,121)</u> |
| Fire Division | | | |
| Differences in experiences | 13,383 | (150,050) | (136,667) |
| Differences in assumptions | 15,822 | (7,296) | 8,526 |
| Excess (deficit) investment returns | - | (187,123) | (187,123) |
| Contributions subsequent to the measurement date* | 66,457 | - | 66,457 |
| | <u>95,662</u> | <u>(344,469)</u> | <u>(248,807)</u> |
| Total | <u>\$ 1,027,590</u> | <u>\$ (1,625,295)</u> | <u>\$ (597,705)</u> |
| Governmental Activities | \$ 780,767 | \$ (1,296,380) | \$ (515,613) |
| Business-Type Activities | 246,823 | (328,915) | (82,092) |
| | <u>\$ 1,027,590</u> | <u>\$ (1,625,295)</u> | <u>\$ (597,705)</u> |

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized in the Net Pension Liability for the year ending December 31, 2022.

Notes to the Financial Statements

December 31, 2021

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ending June 30, | General | Police | Fire | Total |
|-------------------------|--|--|--|--|
| | Net Deferred Outflows (Inflows) of Resources | Net Deferred Outflows (Inflows) of Resources | Net Deferred Outflows (Inflows) of Resources | Net Deferred Outflows (Inflows) of Resources |
| 2022 | \$ (99,383) | \$ (32,296) | \$ (66,699) | \$ (198,378) |
| 2023 | (65,298) | (29,087) | (57,986) | (152,371) |
| 2024 | (116,112) | (33,506) | (59,930) | (209,548) |
| 2025 | (219,989) | (62,716) | (75,252) | (357,957) |
| 2026 | (23,104) | (16,977) | (18,157) | (58,238) |
| Thereafter | 1,281 | (610) | (37,240) | (36,569) |
| Total | <u>\$ (522,605)</u> | <u>\$ (175,192)</u> | <u>\$ (315,264)</u> | <u>\$ (1,013,061)</u> |

Payable to the Pension Plan

At December 31, 2021, the City had \$95,157 of contributions to the pension plan required for the year ended December 31, 2021.

10. Risk Management

The City is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City has transferred its risk by obtaining coverage from a public self-insured insurance pool. In addition, it has effectively managed risk through various employee education and prevention programs. There has been no significant reduction in insurance coverage from the previous year.

11. Claims & Adjustments

The City participates in a number of federal and state programs that are fully or partially funded by grants received from other governmental units. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grant program regulation, the City may be required to reimburse the grantor government. As of December 31, 2021, expenditures have not been audited by grantor governments, but the City believes that disallowed expenditures, if any, based on subsequent audits will not have a material effect on any of the individual government funds or the overall financial position of the City.

Notes to the Financial Statements

December 31, 2021

12. Interfund Transfers

Transfers between funds of the City for the year ended December 31, 2021, were as follows:

| | Transfers In (Out) |
|---------------------|-------------------------------|
| General Fund | \$ 858,354 |
| Street Fund | (110,659) |
| Fire Sales Tax Fund | (88,256) |
| Park Fund | (973,479) |
| Debt Service Fund | 1,006,363 |
| Water Fund | (299,327) |
| Sewer Fund | (392,996) |
| | <u>\$ -</u> |

Transfers are used to (1) move receipts from the fund that statute or budget requires to collect them to the fund that statute or budget requires to disburse them, and (2) use unrestricted receipts in the Enterprise Funds and General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

13. Deferred Taxes

Revenues from receivables not expected to be collected in time to pay current operating expenses are deferred until received in the governmental funds. These deferred taxes are to be collected over several years. All of the deferred taxes at December 31, 2021, are accounted for as follows:

| | |
|---------------------|------------------|
| General Fund | |
| Deferred taxes | <u>\$ 25,447</u> |
| Street Fund | |
| Deferred taxes | <u>\$ 3,913</u> |
| Park Fund | |
| Deferred taxes | <u>\$ 6,852</u> |

Notes to the Financial Statements

December 31, 2021

14. Commitments

At December 31, 2021, the City had the following commitments:

| Vendor | Project | Amount |
|----------------------|----------------------------|--------------|
| Burns & McDonnell | Wastewater Treatment Plant | \$ 1,568,303 |
| Anderson Engineering | Hines & Lynn Roundabout | 149,477 |
| Ross Construction | BUILDS Project | 5,146,440 |
| Olsson | Schuyler Trail Extension | 84,906 |
| | | \$ 6,949,126 |

15. Tax Abatements

As of December 31, 2021, the City provides tax abatements through one program –The Enhanced Enterprise Zones Program.

The Enhanced Enterprise Zones Program is designed to attract new or expanding businesses to the area. Under Sections 135.950-135.970, RSMo., in order for a manufacturer, distributor, or certain service industries to qualify for the 50% tax abatement for 10 years, the business must meet certain minimum criteria depending on the type of business facility. The City of Republic, Missouri voted for the qualifying business to include manufacturing, warehousing/distributions and supply chain, wholesale trade, processing wholesale material for wholesale trade, professional services, and any other business enterprise that creates and maintains 15 or more full time jobs, defined as 35 hours per week or more, excluding retail, eating and drinking establishments, and gaming operations. New or expanded business facilities must have \$100,000 in new investment. Replacement business facilities must have \$1,000,000 in new investment. Both types of business facilities must also offer health insurance to full time employees in Missouri, of which at least 50% is paid by the employer. During the year ended December 31, 2021 the total amount abated through the City’s Enhanced Enterprise Zones Program was \$39,073.

16. Subsequent Events

On February 1, 2022, the City issued \$43,020,000 in Special Obligation Bonds for the purpose of funding wastewater and public works improvements. On March 15, 2022, the City approved engaging Burns and McDonnell for services to perform wastewater treatment system and public works improvements totaling \$42,824,000. On April 5, 2022, the City approved entering into a direct loan with the Missouri Transportation Finance Commission in the amount of \$4,200,000 to finance improvements to Missouri Route MM. In April 2022, the City identified a software problem in the utility billing system that resulted in only partial usage being included on November and December sewer bills which resulted in services for those periods being underbilled. On June 7, 2022, the City approved waiving the ability to rebill affected customers for the difference and has resolved the software issue that resulted in the issue.

17. Unearned Revenue

During the year ended December 31, 2021, the City received American Rescue Plan Act funds of \$1,708,922 of which \$429,682 were expended before year end. Revenue was recognized in the amount of the grant funds expended during the fiscal year. The remaining unspent funds of \$1,279,240 have been presented as unearned revenue at December 31, 2021.

Required Supplementary Information

Schedule of Changes in Net Position Liability and Related Ratios
Year Ended December 31, 2021

Missouri Local Government Employees Retirement System (LAGERS)

| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|--|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| Total Pension Liability | | | | | | | |
| Service Cost | \$ 420,061 | \$ 425,565 | \$ 409,689 | \$ 402,300 | \$ 389,419 | \$ 354,360 | \$ 301,679 |
| Interest on the Total Pension Liability | 773,244 | 734,452 | 622,751 | 560,802 | 515,897 | 440,338 | 341,126 |
| Changes of Benefit Terms | - | - | 240,005 | - | - | - | 873,448 |
| Difference between expected and actual experience | (16,449) | (344,870) | 511,093 | 205,087 | 12,913 | 139,457 | (17,410) |
| Changes of Assumptions | (119,987) | - | - | - | (46,438) | 309,808 | - |
| Benefit Payments | (295,523) | (259,849) | (241,731) | (390,372) | (208,873) | (151,552) | (160,817) |
| <i>Net Change in Total Pension Liability</i> | 761,346 | 555,298 | 1,541,807 | 777,817 | 662,918 | 1,092,411 | 1,338,026 |
| Total Pension Liability, Beginning | 10,604,258 | 10,048,960 | 8,507,153 | 7,729,336 | 7,066,418 | 5,974,007 | 4,635,981 |
| Total Pension Liability, Ending | <u>\$ 11,365,604</u> | <u>\$ 10,604,258</u> | <u>\$ 10,048,960</u> | <u>\$ 8,507,153</u> | <u>\$ 7,729,336</u> | <u>\$ 7,066,418</u> | <u>\$ 5,974,007</u> |
| Plan Fiduciary Net Position | | | | | | | |
| Contributions - employer | \$ 742,549 | \$ 725,511 | \$ 580,248 | \$ 442,199 | \$ 421,098 | \$ 378,325 | \$ 348,612 |
| Contributions - employee | 26 | 0 | 124,450 | 185,356 | 187,765 | 179,855 | 180,245 |
| Net Investment Income | 2,147,426 | 94,547 | 398,106 | 632,274 | 500,611 | 18,844 | 74,200 |
| Benefit Payments | (295,523) | (259,849) | (241,731) | (390,372) | (208,873) | (151,552) | (160,817) |
| Pension Plan Administrative Expense | (17,576) | (22,194) | (19,331) | (12,809) | (12,308) | (11,867) | (12,770) |
| Other (Net Transfer) | 25,104 | 20,943 | 4,070 | 221,637 | (66,888) | (74,047) | (25,775) |
| <i>Net Change in Plan Fiduciary Net Position</i> | 2,602,006 | 558,958 | 845,812 | 1,078,285 | 821,405 | 339,558 | 403,695 |
| Plan Fiduciary Net Position, Beginning | 7,308,849 | 6,749,891 | 5,904,079 | 4,825,794 | 4,004,389 | 3,664,831 | 3,261,136 |
| Plan Fiduciary Net Position, Ending | <u>9,910,855</u> | <u>7,308,849</u> | <u>6,749,891</u> | <u>5,904,079</u> | <u>4,825,794</u> | <u>4,004,389</u> | <u>3,664,831</u> |
| Employer Net Pension Liability | <u>\$ 1,454,749</u> | <u>\$ 3,295,409</u> | <u>\$ 3,299,069</u> | <u>\$ 2,603,074</u> | <u>\$ 2,903,542</u> | <u>\$ 3,062,029</u> | <u>\$ 2,309,176</u> |
| Plan fiduciary net position as a percentage of the total pension liability | 87.20% | 68.92% | 67.17% | 69.40% | 62.43% | 56.67% | 61.35% |
| Covered payroll | \$ 5,406,296 | \$ 5,274,968 | \$ 5,334,667 | \$ 4,568,579 | \$ 4,718,669 | \$ 4,326,663 | \$ 4,011,930 |
| Employer's net pension liability as a percentage of covered payroll | 26.91% | 62.47% | 61.84% | 56.98% | 61.53% | 70.77% | 57.56% |

This schedule is intended to show information for ten years. Additional years will be displayed as they become available.

City of Republic

Schedule of Contributions Year Ended December 31, 2021

| | Missouri Local Government Employees Retirement System (LAGERS) | | | | | | | | | |
|--|---|----------------|----------------|----------------|------------------|------------------|----------------|----------------|----------------|----------------|
| | <u>2021</u> | <u>2020</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> | <u>2014</u> | <u>2013</u> | <u>2012</u> |
| Actuarially determined contribution | \$ 752,329 | \$ 768,674 | \$ 703,488 | \$ 467,478 | \$ 454,354 | \$ 399,756 | \$ 367,770 | \$ 289,486 | \$ 271,747 | \$ 273,811 |
| Contributions in relation to the actuarially determined contribution | <u>752,329</u> | <u>767,679</u> | <u>703,487</u> | <u>467,478</u> | <u>440,229</u> | <u>385,535</u> | <u>367,771</u> | <u>289,486</u> | <u>271,748</u> | <u>273,811</u> |
| Contribution deficiency (excess) | <u>\$ -</u> | <u>\$ 995</u> | <u>\$ 1</u> | <u>\$ -</u> | <u>\$ 14,125</u> | <u>\$ 14,221</u> | <u>\$ (1)</u> | <u>\$ -</u> | <u>\$ (1)</u> | <u>\$ -</u> |
| Covered payroll | \$ 5,574,781 | \$ 5,576,497 | \$ 5,255,119 | \$ 4,865,670 | \$ 4,650,980 | \$ 4,553,397 | \$ 4,394,159 | \$ 4,414,900 | \$ 4,488,691 | \$ 4,609,723 |
| Contributions as a percentage of covered payroll | 13.50% | 13.77% | 13.39% | 9.61% | 9.47% | 8.47% | 8.37% | 6.56% | 6.05% | 5.94% |

Notes to the Schedule of Contributions
Year Ended December 31, 2021

Valuation Date: February 28, 2021

Notes: The roll-forward of total pension liability from February 28, 2021, to June 30, 2021, reflects expected service cost and interest reduced by actual benefit payments.

Methods and Assumptions Used to Determine Contribution Rates

Actuarial Cost Method: Entry Age Normal and Modified Terminal Funding

Amortization Method: A level percentage of payroll amortization method is used to amortize the UAAL over a closed period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of, (i) the remaining initial amortization period, or (ii) 15 years.

Remaining Amortization Period: Multiple bases from 10 to 24 years

Asset Valuation Method: 5-Year smoothed market; 20% corridor

Inflation: 2.75% wage inflation; 2.25% price inflation

Salary Increases: 2.75% to 6.75% including inflation for the General Division

2.75% to 6.55% including inflation for the Police Division

2.75% to 7.15% for the Fire Division

Investment Rate of Return: 7.00%, net of investment and administrative expenses

Retirement Age: Experience-based table of rates that are specific to the type of eligibility condition

Mortality: The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

Other Information: None

City of Republic

Budgetary Comparison Schedule – General Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|----------------------------|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Taxes | | | | |
| Ad valorem taxes | \$ 906,049 | \$ 906,049 | \$ 958,011 | \$ 51,962 |
| Railroad and utility taxes | 26,000 | 26,000 | 25,900 | (100) |
| Motor vehicle tax | 593,000 | 629,000 | 329,106 | (299,894) |
| City sales tax | 3,348,049 | 4,266,260 | 4,403,333 | 137,073 |
| Franchise tax | 840,000 | 840,000 | 764,519 | (75,481) |
| Financial institution tax | 3,200 | 3,531 | 3,531 | - |
| Surtax | 28,000 | 54,494 | 54,494 | - |
| Payment in lieu of tax | 1,833 | 1,833 | 83 | (1,750) |
| | 5,746,131 | 6,727,167 | 6,538,977 | (188,190) |
| Licenses and Permits | | | | |
| Occupational licenses | 215,000 | 215,000 | 98,806 | (116,194) |
| Permits | 347,500 | 347,500 | 363,227 | 15,727 |
| | 562,500 | 562,500 | 462,033 | (100,467) |
| Intergovernmental Revenues | | | | |
| Federal and state grants | 9,000 | 9,000 | 5,360 | (3,640) |
| Charges for Services | | | | |
| Sanitation | 13,201 | 16,559 | 41,871 | 25,312 |
| Fines and Forfeitures | | | | |
| City court fines | 293,000 | 293,000 | 176,890 | (116,110) |
| Miscellaneous | | | | |
| Interest | 15,000 | 17,000 | 20,677 | 3,677 |
| Donations | 7,000 | 7,000 | 2,095 | (4,905) |
| Other | 76,000 | 132,367 | 123,193 | (9,174) |
| | 98,000 | 156,367 | 145,965 | (10,402) |
| Total Revenues | 6,721,832 | 7,764,593 | 7,371,096 | (393,497) |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – General Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|--|--------------------|-----------------|--------------|----------------------------------|
| Expenditures | | | | |
| Current | | | | |
| Administrative | 2,327,003 | 4,431,447 | 4,452,296 | (20,849) |
| Information technology | - | 275,000 | 279,901 | (4,901) |
| Human resources | - | 250,000 | 255,640 | (5,640) |
| Municipal court | 195,579 | 195,579 | 156,169 | 39,410 |
| Community development | 602,342 | 602,342 | 556,149 | 46,193 |
| Police | 2,199,025 | 2,255,025 | 2,098,863 | 156,162 |
| Fire | 1,657,934 | 1,687,075 | 1,643,815 | 43,260 |
| Animal control | 161,563 | 161,563 | 165,696 | (4,133) |
| Total Expenditures | 7,143,446 | 9,858,031 | 9,608,529 | 249,502 |
| <i>(Deficit) of Revenues Over Expenditures</i> | (421,614) | (2,093,438) | (2,237,433) | (143,995) |
| Other Financing Sources (Uses) | | | | |
| Lease proceeds | - | 2,000,000 | 2,000,000 | - |
| Operating transfers in | 1,908,675 | 1,917,663 | 1,801,674 | (115,989) |
| Operating transfers (out) | (939,552) | (939,552) | (943,320) | (3,768) |
| Total Other Financing Sources (Uses) | 969,123 | 2,978,111 | 2,858,354 | (119,757) |
| <i>Excess of Revenues and Other Sources Over Expenditures and Other (Uses)</i> | 547,509 | 884,673 | 620,921 | (263,752) |
| Fund Balance, January 1 | 5,469,078 | 5,469,078 | 5,469,078 | - |
| Fund Balance, December 31 | \$ 6,016,587 | \$ 6,353,751 | \$ 6,089,999 | \$ (263,752) |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Street Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|----------------------------|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Taxes | | | | |
| Ad valorem taxes | \$ 128,029 | \$ 128,029 | \$ 147,395 | \$ 19,366 |
| Street sales taxes | 1,408,210 | 1,796,643 | 1,879,815 | 83,172 |
| Motor vehicle taxes | - | - | 308,743 | 308,743 |
| Railroad and utility | 3,627 | 3,627 | 3,987 | 360 |
| Surtax | 4,318 | 8,387 | 8,388 | 1 |
| | 1,544,184 | 1,936,686 | 2,348,328 | 411,642 |
| Permits | | | | |
| Street cuts | 11,023 | 11,023 | - | (11,023) |
| Street signs | 2,345 | 2,345 | - | (2,345) |
| Right of way permits | 965 | 965 | 175 | (790) |
| | 14,333 | 14,333 | 175 | (14,158) |
| Intergovernmental Revenues | | | | |
| County reimbursements | 122,542 | 140,604 | 140,604 | - |
| | 122,542 | 140,604 | 140,604 | - |
| Miscellaneous | | | | |
| Interest | 26,371 | 26,371 | 6,064 | (20,307) |
| Other | 5,000 | 252,072 | 257,843 | 5,771 |
| | 31,371 | 278,443 | 263,907 | (14,536) |
| Total Revenues | 1,712,430 | 2,370,066 | 2,753,014 | 382,948 |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Street Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|--|--------------------|-----------------|--------------|----------------------------------|
| Expenditures | | | | |
| Current | | | | |
| Street | 1,951,390 | 5,877,063 | 5,374,385 | 502,678 |
| Debt Service | | | | |
| Principal and interest | - | 8,733 | 11,644 | (2,911) |
| Total Expenditures | 1,951,390 | 5,885,796 | 5,386,029 | 499,767 |
| <i>(Deficit) of Revenues Over Expenditures</i> | (238,960) | (3,515,730) | (2,633,015) | 882,715 |
| Other Financing Sources (Uses) | | | | |
| Developer donated infrastructure | - | 2,918,733 | 2,918,733 | - |
| Operating transfers in | 348,600 | 348,600 | - | (348,600) |
| Operating transfers (out) | (109,581) | (109,581) | (110,659) | (1,078) |
| Capital lease proceeds | - | - | 67,877 | (67,877) |
| Total Other Financing Sources (Uses) | 239,019 | 3,157,752 | 2,875,951 | (417,555) |
| <i>Excess (Deficit) of Revenues and Other Sources Over Expenditures and Other (Uses)</i> | 59 | (357,978) | 242,936 | 465,160 |
| Fund Balance, January 1 | 1,925,390 | 1,925,390 | 1,925,390 | - |
| Fund Balance, December 31 | \$ 1,925,449 | \$ 1,567,412 | \$ 2,168,326 | \$ 465,160 |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Stormwater Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|--|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Miscellaneous | \$ 800 | \$ 800 | \$ 2,029 | \$ 1,229 |
| Total Revenues | 800 | 800 | 2,029 | 1,229 |
| Expenditures | | | | |
| Current | | | | |
| Stormwater | 180,000 | 180,000 | 95,826 | 84,174 |
| Total Expenditures | 180,000 | 180,000 | 95,826 | 84,174 |
| <i>(Deficit) of Revenues Over Expenditures</i> | (179,200) | (179,200) | (93,797) | 85,403 |
| Fund Balance, January 1 | 702,532 | 702,532 | 702,532 | - |
| Fund Balance, December 31 | \$ 523,332 | \$ 523,332 | \$ 608,735 | \$ 85,403 |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Fire Sales Tax Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Fire sales tax | \$ 366,135 | \$ 448,635 | \$ 469,938 | \$ 21,303 |
| Miscellaneous | 700 | 700 | 2,446 | 1,746 |
| Total Revenues | 366,835 | 449,335 | 472,384 | 23,049 |
| Expenditures | | | | |
| Current | | | | |
| Fire | 457,815 | 460,901 | 409,761 | 51,140 |
| Total Expenditures | 457,815 | 460,901 | 409,761 | 51,140 |
| <i>Excess (Deficit) of Revenues Over Expenditures</i> | (90,980) | (11,566) | 62,623 | 74,189 |
| Other Financing (Uses) | | | | |
| Operating transfers (out) | - | - | (88,256) | (88,256) |
| Total Other Financing (Uses) | - | - | (88,256) | (88,256) |
| <i>(Deficit) of Revenues Over Expenditures and Other (Uses)</i> | (90,980) | (11,566) | (25,633) | (14,067) |
| Fund Balance, January 1 | 726,921 | 726,921 | 726,921 | - |
| Fund Balance, December 31 | \$ 635,941 | \$ 715,355 | \$ 701,288 | \$ (14,067) |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Park Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|--|--------------------|-----------------|--------------|----------------------------------|
| Revenues | | | | |
| Taxes | | | | |
| Ad valorem taxes | \$ 244,142 | \$ 244,142 | \$ 258,299 | \$ 14,157 |
| Sales taxes | 2,158,210 | 2,680,610 | 2,742,130 | 61,520 |
| Railroad and utility | 7,000 | 7,000 | 6,980 | (20) |
| Surtax | 7,000 | 14,685 | 14,685 | - |
| | 2,416,352 | 2,946,437 | 3,022,094 | 75,657 |
| Intergovernmental Receipts | | | | |
| State grants | - | - | 1,444 | 1,444 |
| Charges for Services | | | | |
| Rental income | 216,100 | 219,306 | 118,574 | (100,732) |
| Adult and youth programs | 361,350 | 238,290 | 187,140 | (51,150) |
| Swim lessons | 17,000 | 19,880 | 21,274 | 1,394 |
| Special events | 152,150 | 152,100 | 103,054 | (49,046) |
| Concession | 115,000 | 127,057 | 128,570 | 1,513 |
| Admissions | 306,500 | 327,163 | 328,038 | 875 |
| | 1,168,100 | 1,083,796 | 886,650 | (197,146) |
| Miscellaneous | | | | |
| Interest | 3,700 | 3,700 | 3,313 | (387) |
| Other | 2,000 | 2,679 | 2,929 | 250 |
| | 5,700 | 6,379 | 6,242 | (137) |
| Total Revenues | 3,590,152 | 4,036,612 | 3,916,430 | (120,182) |
| Expenditures | | | | |
| Current | | | | |
| Parks and recreation | 2,581,280 | 2,907,944 | 2,750,257 | 157,687 |
| Total Expenditures | 2,581,280 | 2,907,944 | 2,750,257 | 157,687 |
| <i>Excess of Revenues Over Expenditures</i> | 1,008,872 | 1,128,668 | 1,166,173 | 37,505 |
| Other Financing Sources (Uses) | | | | |
| Operating transfer in | 75,914 | 75,914 | 63,263 | (12,651) |
| Operating transfer (out) | (1,036,742) | (1,036,742) | (1,036,742) | - |
| Total Other Financing Sources (Uses) | (960,828) | (960,828) | (973,479) | (12,651) |
| <i>Excess of Revenues and Other Sources Over Expenditures and Other (Uses)</i> | 48,044 | 167,840 | 192,694 | 24,854 |
| Fund Balance, January 1 | 1,068,647 | 1,068,647 | 1,068,647 | - |
| Fund Balance, December 31 | \$ 1,116,691 | \$ 1,236,487 | \$ 1,261,341 | \$ 24,854 |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Capital Improvement Sales Tax Fund

Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Sales tax | \$ 704,105 | \$ 885,306 | \$ 939,893 | \$ 54,587 |
| Intergovernmental | 956,100 | 956,100 | 106,371 | (849,729) |
| Miscellaneous | 66,085 | 66,085 | 73,042 | 6,957 |
| Total Revenues | 1,726,290 | 1,907,491 | 1,119,306 | (788,185) |
| Expenditures | | | | |
| Current | | | | |
| Capital improvements | 1,501,304 | 1,763,020 | 910,047 | 852,973 |
| Total Expenditures | 1,501,304 | 1,763,020 | 910,047 | 852,973 |
| <i>Excess of Revenues Over Expenditures</i> | 224,986 | 144,471 | 209,259 | 64,788 |
| Fund Balance, January 1 | 533,508 | 533,508 | 533,508 | - |
| Fund Balance, December 31 | \$ 758,494 | \$ 677,979 | \$ 742,767 | \$ 64,788 |

See accompanying notes to the Budgetary Comparison Schedules.

City of Republic

Budgetary Comparison Schedule – Major Grant Fund
Year Ended December 31, 2021

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|--------------------|-----------------|------------|----------------------------------|
| Revenues | | | | |
| Intergovernmental | \$ - | \$ 1,939,207 | \$ 659,967 | \$ (1,279,240) |
| Total Revenues | - | 1,939,207 | 659,967 | (1,279,240) |
| Expenditures | | | | |
| Special Projects | - | 472,160 | 438,851 | 33,309 |
| Total Expenditures | - | 472,160 | 438,851 | 33,309 |
| <i>Excess of Revenues Over Expenditures</i> | - | 1,467,047 | 221,116 | (1,245,931) |
| Fund Balance, January 1 | - | - | - | - |
| Fund Balance, December 31 | \$ - | \$ 1,467,047 | \$ 221,116 | \$ (1,245,931) |

See accompanying notes to the Budgetary Comparison Schedules.

Budgets and Budgetary Accounting

The City uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. Prior to January, Administration submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditure plans for all fund types and the proposed means of financing them.
2. One public hearing is conducted by the City Council in late November or early December to obtain taxpayers' comments on the proposed budget and tax levy.
3. Prior to January 1, ordinances are passed by the Council, which provide for legally adopted budgets for all funds of the City.
4. The City operates on a program performance budget system, with legally adopted budgets prepared by fund, program and department. The level of budgetary control is at the department level. The City's department heads may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of City Council.
5. Formal budgetary integration is employed as a management control device for all funds of the City.
6. Budgets for the General and Special Revenue Funds are adopted on a basis consistent with GAAP. Budgeted amounts may be amended during the year by the City Council on approved budget adjustment forms.

Other Reporting Requirements



Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and City Council
City of Republic
Republic, Missouri

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, and each major fund of the City of Republic, Missouri, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City of Republic, Missouri's basic financial statements, and have issued our report thereon, dated June 10, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Republic, Missouri's internal control over financial reporting (internal control) as a basis of designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Republic, Missouri's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Republic, Missouri's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



KPM CPAs, PC
Springfield, Missouri
June 10, 2022

Significant Deficiency

2021-001 Segregation of duties

Condition: Because of a limited number of available personnel, it is not always possible to adequately segregate certain incompatible duties so that no one employee has access to both physical assets and the related accounting records, or to all phases of a transaction.

Criteria: Duties should be segregated so that no one employee has access to both physical assets and the related accounting records, or to all phases of a transaction.

Effect: Risk is present that errors or irregularities in amounts that would be material to the basic financial statements may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Recommendation: We realize that because of limited resources and personnel, management may not be able to achieve a proper segregation of duties; however, our professional standards require that we bring this lack of segregation of duties to your attention in this report.

Response: The limited number of available personnel prohibits segregation of incompatible duties.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-32 A Resolution of the City Council Appointing the City Administrator as the City's Primary Regional Broadband Initiative Board Member and BUILDS Department Administrator Andrew Nelson as the City's Alternate RBI Board Member.

Submitted By: **Andrew Nelson, BUILDS Administrator**

Date: June 16, 2022

Issue Statement

A Resolution of the City Council of the City of Republic, Missouri to appoint the City Administrator and their designee to the Regional Broadband Initiative Board of Southwest Missouri.

Discussion and/or Analysis

The City Administrator and their designee will assist in establishing bylaws and parameters for the broadband initiative, along with other regional leaders who will be appointed by their respective municipalities via resolution.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL APPOINTING THE CITY ADMINISTRATOR AS THE CITY'S PRIMARY REGIONAL BROADBAND INITIATIVE BOARD MEMBER AND BUILDS DEPARTMENT ADMINISTRATOR ANDREW NELSON AS THE CITY'S ALTERNATE RBI BOARD MEMBER

WHEREAS, the City of Republic, Missouri, ("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, in Resolution No. 22-R-17, the City Council authorized the City Administrator to execute a cost share agreement with Christian County, Nixa, Ozark, Strafford, Willard and Greene County (together with the City, "the Participants") to identify a qualified consultant to conduct a broadband feasibility study for the purpose of bringing high-speed broadband internet services to the City (and surrounding areas) ("the Feasibility Study"); and

WHEREAS, In Ordinance No. 22-22, the City Council authorized the City Administrator to execute a Regional Broadband Initiative Participation Agreement with City Utilities of Springfield ("CU") and the Participants, pursuant to which the Participants would combine their efforts through a Regional Broadband Initiative Board ("RBI Board"); and

WHEREAS, pursuant to Article II Paragraph A of the RBI Board's Bylaws, each of the Participants is required to appoint one (1) primary member and one (1) alternate member to the RBI Board; and

WHEREAS, the City's Administration staff is requesting to appoint City Administrator David Cameron as the City's Primary RBI Board Member and BUILDS Department Administrator Andrew Nelson as the City's Alternate RBI Board Member; and

WHEREAS, pursuant to the RBI Board Bylaws, the City's primary and alternate RBI Board members will serve until such time as they are replaced by the City with consent of the City Council.

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

- Section 1. City Administrator David Cameron is hereby appointed to serve as the City's Primary RGI Board Member.
- Section 2. BUILDS Department Administrator Andrew Nelson is hereby appointed to serve as the City's Alternate RBI Board Member.
- Section 3. The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 4. The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 5. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,

this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-33 A Resolution of the City Council Declaring Conditional Consent to the Dissolution of the Savannah Heights Phase One Property Owners Association, Inc.

Submitted By: Megan McCullough, City Attorney

Date: June 21, 2022

Issue Statement

To declare consent to the dissolution of the Homeowner's Association of Savannah Heights Phase 1, at the request of its residents, upon certain conditions and acknowledgments.

Discussion and/or Analysis

The Savannah Heights Phase I Property Owners Association, Inc., through its residents and legal counsel Jennifer Hardy, has requested that the City consent to the dissolution of its homeowner's association ("Association"). The Association was created in 2004 pursuant to a Declaration of Covenants, Conditions and Restrictions for Savannah Heights Phase I Subdivision ("CC&Rs"). (The CC&Rs are titled as though they only apply to Phase I of the subdivision, but they apply to both Phase I and II of Savannah Heights). Under the CC&Rs, the Association must obtain written consent of the City prior to filing any Articles of Dissolution with the Missouri Secretary of State.

The Association has advised City staff members that it does not own any "Common Areas" as defined in the CC&Rs, and that there are no such "Common Areas" to which the Association has any current or continuing obligation to maintain or upkeep. The Association has also advised City staff members that it held a meeting and vote to dissolve the Association, after providing appropriate notice under its CC&Rs and Bylaws, and that such vote was in favor of dissolution by approximately 2/3 vote. The Association provided documentation of that meeting notice and vote results in a packet provided to City staff. A copy of those materials is included in the packet agenda for this session.

Finally, the Association has advised City staff members that it has no current or outstanding liabilities, liens, claims, or other potential claims in its name or against it. The only dues owed to the Association, totaling approximately \$620, have been waived by the Association. E-mails documenting this waiver are included in the materials provided by the Association to the City staff.

The City has reviewed the Approved Final Plats and determined neither Phase I or Phase II of the Savannah Heights subdivision contains common area or stormwater basins which would be required to be maintained by a Property or Homeowner's Association. The dissolution of the Homeowner's Association will not impact the City-owned Utilities within the platted Easements and/or Rights-of-Way.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL DECLARING CONDITIONAL CONSENT TO THE DISSOLUTION OF THE SAVANNAH HEIGHTS PHASE ONE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the City of Republic, Missouri (“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 Savannah Heights Phase One Property Owners Association, Inc., through its residents and legal counsel Jennifer Hardy (the “Association”), has requested that the City declare its consent to the dissolution of the Association; and

WHEREAS, the Association was created in 2004, pursuant to a Declaration of Covenants, Conditions and Restrictions for Savannah Heights Phase I Subdivision (“CC&Rs”) which govern the Association and all properties within the Savannah Heights subdivision; and

WHEREAS, pursuant to the CC&Rs, the Association must obtain written consent of the City prior to filing any Articles of Dissolution with the Missouri Secretary of State;

WHEREAS, the Association has advised City staff members and City Council that the Association has no current or outstanding liabilities, liens, claims, or other potential claims in its name or against it; and

WHEREAS, the Association has advised City staff members and City Council that it does not own any “Common Areas” as defined in the CC&Rs, and that there are no such “Common Areas” to which the Association has any current or continuing obligation to maintain or upkeep; and

WHEREAS, the Association has advised City staff members and City Council that it held a meeting to vote on dissolution, after providing appropriate notice under its CC&Rs and Bylaws, and that such vote was in favor of dissolution by approximately 2/3 vote; and

WHEREAS, upon condition that there is, in fact, no “common area,” as defined in the CC&Rs or otherwise by law, to which the City would have any obligation to maintain, upkeep, supervise, or otherwise for which the City would be responsible, the City Council declares that the City has no objection to dissolution of the Association.

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

Section 1. The Council hereby declares that the City consents to dissolution of the Savannah Heights Phase One Property Owners Association, Inc., subject to the conditions stated herein and above.

Section 2. This declaration is expressly conditioned upon the representations made by the Association and/or its members with respect to the status of liens, liabilities, claims, or any other potential or threatened claims in the Association’s name or against it, and with respect to the absence of any “common areas” as defined by the CC&Rs. In the event it is determined that any such representation is/was

inaccurate, following passage of this Resolution, this Resolution shall be null and void and the City’s consent stated herein shall be expressly revoked.

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

Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this day of ____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Savannah Heights Dissolve Request Contents

Tab 1 Contents

Tab 2 Request to Dissolve

Tab 3 Dissolve Homeowner Update March 29, 2022

Tab 4 Homeowner Notification Dissolve Implementation

Tab 5 Annual Meeting July 12, 2021 Dissolve request

Tab 6 Enforcement Notification

Tab 7 Sharing Progress

Tab 8 March 2022 Finance Report

Tab 9 Declarations of Covenants, Conditions and Restrictions (CCR's)

Tab 10 By-Laws

April 18, 2022

REF: Request to dissolve Savannah Heights Property Owners Association (POA)/Home Owners association (HOA)

To: Republic Missouri City Council

From: Savannah Heights POA/HOA

The Savannah Heights POA/HOA respectfully request the City of Republic's approval of the request to dissolve our association. We are providing information to support our request, additional information can be made available if needed.

Savannah Heights association has fifty-eight homes (58). During our annual meeting Jul 12, 2021 Melissa Gibson provided a list of fifty one (51) homeowners, forty-nine (49) seeking to dissolve and six (6) against it. Not realizing the horse was in front of the cart. The amendment is required to be communicated in writing to the homeowners. The board recognized the document signed by over 2/3 of the homeowners.

Annual meeting notes and information letter for a special meeting to address dissolve was mailed to homeowners. Meeting date was August 19, 2021.

A total of twenty-one (21) families participated. Twelve (12 for dissolving and nine (9) against. Article VII (E) By-Law allow for a quorum to vote with the majority ruling.

The housing market has been on fire causing four board members to sell homes and we now have a two member board which is unfortunate.

In the past two years individuals have faced mask mandates, COVID, massive inflation, ongoing material and commodity shortages. Some have loss jobs, increasing racial, and social issues, and then add our free will. Participation from homeowners is extremely low, and most people have oppressive debt. Under today's circumstances it is very difficult to operate a POA that has no amenities. No park, basketball court, community garden, playground, outdoor class room, activity center, swimming pool, walking trail and such.

Our only liabilities are two homeowners that have unpaid dues and existing unappropriated funds identified in the enclosed documents.

We see no reason why homeowners cannot continue to maintain our present agreement with the City of Republic. Our goal is terminate the financial obligation and its member's board.

Feel Free to contact us if you have questions or concerns

 President Wyatt Jennings 573-855-0061 wyattegeo@yahoo.com

 President Evan Watson 405-512-3370 ewatson0216@gmail.com

Subject FW: Savannah Heights
From <shoffman@maplesproperties.com>
To: 'wyatt jennings'
<wyattegeo@yahoo.com>
Cc: 'Staci Hoffman'
<shoffman@maplesproperties.com>
Date Today at 4:12 PM

See below. This is 1 of 2 responses received.

From: Teresa Austin <teresaaustin54@gmail.com>
Sent: Friday, April 8, 2022 4:37 PM
To: shoffman@maplesproperties.com
Subject: Savannah Heights

Greg & Teresa Austin
415 S Sarah Ave, Republic, MO 65738

Regarding the two homeowners who owe \$620
please just waive the liens

NO MORE HOA

Teresa Austin
[417-693-7654](tel:417-693-7654)

Subject FW: Outstanding HOA Dues
From <shoffman@maplesproperties.com>
To: 'wyatt jennings'
<wyattegeo@yahoo.com>
Cc: 'Staci Hoffman'
<shoffman@maplesproperties.com>
Date Today at 4:57 PM

See below. This is the 2 of 2 responses received.

I did email Mr. and Mrs. Bennett back to let them know that we, the management, do not get the fees.

Thank you,

Staci Hoffman, Broker

Maples Properties
3032C S. Fremont Ave
Springfield, MO 65804
Ph: [417-883-9100](tel:417-883-9100)
Fax: [417-883-1015](tel:417-883-1015)

From: Richard Bennett <rwbs@att.net>
Sent: Monday, April 18, 2022 3:12 PM
To: shoffman@maplesproperties.com
Subject: Outstanding HOA Dues

Ms. Hoffman:

As the Savannah Heights homeowners have voted to dissolve the HOA, I vote that the HOA management company WAIVE the unpaid dues and remove ALL LIENS on the any Savannah Heights property.

Thank you,

Richard & Mildred Bennett
408 South Sarah Avenue
[417-631-1754](tel:417-631-1754)

March 29, 2022

REF: HOA/POA Dissolvement Update

Dear Homeowner,

The Savannah Heights HOA/POA hired Attorney Jennifer Hardy to assist in dissolving our association. Ms. Hardy has initiated the necessary communication to all concerned, including the City of Republic. We have enclosed the actual verbiage contained in the Declaration of Covenants, Conditions and Restrictions governing the Savannah Heights HOA/POA. It requires the approval of the City of Republic to dissolve. The city is unaccustomed to such request from its communities.

Please read enclosed amendment 3 (a,b,c and d for the city's authorities/responsibilities.)

We plan to attend the city council meeting on April 19th, 2022. It is at 6:00 pm in the Municipal Courtroom at 540 Civic Blvd, Republic MO 65738.

Republic's City council is seeking assurance from Homeowners. There were two items of concern. Do two thirds of the members want the HOA/POA removed from the community? Our best option is to provide them with a copy of the document Melissa Gibson presented to the board on July 12, 2021. The document clearly has two thirds of the homeowner's signatures against the HOA. We need one or two homeowners against the HOA to meet with the council. If you would like to do so, please attend the city council meeting on April 19th, 2022. Feel free to contact Evan or Wyatt if you have any questions.

The other issue is two homeowners are delinquent on their dues totaling approximately \$620. The City will not provide the necessary support if we have liabilities. We have two options; waive the liens or keep the HOA/POA intact. On or before April 18th, please send an email to shoffman@maplesproperties.com regarding outstanding dues. Include your name, property address, and whether or not you want the dues waived. Yes = waive the dues. No = do NOT waive the dues.

Even if we do nothing, the HOA/POA can be started up again by a nonresident. Without the city's support for the resolution/amendment, we will always have a legal obligation to Savannah Heights HOA/POA.

Evan and Wyatt would like for this to be terminated properly which requires the support from the City of Republic.

Best Regards,

Savannah Heights Board

Wyatt

Evan

Encls: admendment 3

3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned ten (10) year period by an instrument in writing executed by the Association, subject to the approval of the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, whichever is less.

(d) Any provisions of this Declaration which would provide for the elimination of the Homeowners Association's duties to maintain the common areas or any amendment of this Declaration which would alter any obligation by the Developer, Association or any owner to maintain the common areas including, but not limited to the storm water detention facilities, drainage or detention areas, detention ponds, sediment basins or flood plain in any areas designated as "common area" on the plat of Savannah Heights Phase I subdivision shall require written approval of Republic, Missouri, or such other governmental subdivision as shall have jurisdiction at such time, before it shall become effective. Further, no amendment of this Declaration shall be made or Articles of Dissolution filed with the Missouri Secretary of State to dissolve the Association without the prior written consent of Republic, Missouri or such other governmental subdivision as may have jurisdiction at such time. Further, no amendment of the Covenants and Restrictions of this Declaration shall be effective until it is recorded in the Recorder of Deeds of Greene County, Missouri.

4. **Violations and Nuisances.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent of any of the above, may enforce by self-help any of the provisions of these Restrictions.

5. **Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

6. **Remedies Cumulative.** Each remedy provided by these Restrictions is cumulative and not exclusive.

Messages

Update from the city of Republic

To: JD Neally, Amanda Stull, Jennifer Hardy
Case: JenningsW-010622-Savannah Heights HOA



Jennifer Hardy
Feb 14, 2022 9:39 AM

Wyatt,

Good morning. I sent the Savannah Heights covenants and the plats over to the city requesting consent on the HOA dissolution as per the covenants. Below is the response I received after they reviewed the documents:

In discussing this with our attorney, her guidance was for you and those you represent to come to Council to speak about this for citizen participation. We aren't aware of any procedures for the city granting us the authority to write this and it would have to be a Council action if they wanted to proceed. It would be important for Council to know if everyone in the neighborhood was in favor or if there were any opposed. I am somewhat familiar with this neighborhood from calls I have received. They would also want to know if there is any other litigation or legal proceedings with parties of the neighborhood or HOA.

Our meetings are held in the Municipal Courtroom at 540 Civic Blvd. Our upcoming meetings are:

2/15 6:00

2/22 6:00 (at 711 E Miller Rd with a public hearing after) 3/15 6:00

4/5 6:30

4/19 6:00



Date August 23, 2021

Dear Savannah Heights Property Owner,

The Savannah Heights Property Association will be dissolved. The official vote was eleven (12) to nine (9) to dissolve.

I hope that everyone can find at least one positive thing from our experiences.

Evan and I are grateful for the relationships we have established and seriously embrace our unborn tomorrows.

Live Well!

Homeowner Directory

Exported On: 08/19/2021 04:16 PM

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Homeowner Status: Current

Homeowners: Active

Hide information checked "exclude from directory": Yes

| Unit | Homeowner | YES | NO |
|--------------------|--------------------------|--------------|----|
| 405 S Michelle Ave | Fitzgearlds | | |
| 405 S Sarah Ave | Roskamp | | |
| 406 S Michelle Ave | Nichols | | |
| 406 S Sarah Ave | Davis, Dan | | |
| 407 S Michelle Ave | Smith and Fleetwood | | |
| 407 S Sarah Ave | Robbins #49 | X | |
| 408 S Michelle Ave | Collier, Ken | | |
| 408 S Sarah Ave | Bennett #47 | X | |
| 409 S Michelle Ave | Blevins Family Inv LLC | | |
| 409 S Sarah Ave | Woolery | | |
| 410 S Michelle Ave | Jennings #45 | | X |
| 410 S Sarah Ave | Bartow | | |
| 411 S Michelle Ave | Tolbirt | | |
| 411 S Sarah Ave | Barnett Jr | | |
| 412 S Sarah Ave | Carter #41 | X | |
| 413 S Sarah Ave | Marion #40 | | X |
| 414 S Michelle Ave | Blevins Family Inv LLC | | |
| 414 S Sarah Ave | Blevins Family Inv LLC | | |
| 415 S Sarah Ave | Austin | | |
| 416 S Sarah Ave | Sullivan | | |
| 466 S Caroline Ave | O'neal | | |
| 471 S Caroline Ave | Doubet and Blackwell | | |
| 478 S Caroline Ave | Klein | X | |
| 490 S Caroline Ave | Palmer | | |
| 501 S Sarah Ave | Brimhall | | |
| 502 S Caroline Ave | Maggio etal and Ussary | | |
| 502 S Sarah Ave | Willis | | |
| 503 S Sarah Ave | Williams | | |
| 504 S Sarah Ave | Bockman and Madche #57 | | X |
| 505 S Sarah Ave | Family TR, Pawlowski #58 | | |
| 506 S Sarah Ave | Dhondt #59 | X | |
| 511 S Caroline Ave | Reed #60 | X | X |
| 516 S Caroline Ave | McCool and Rensch | | |
| 525 S Caroline Ave | Franks #64 | X | |
| 530 S Caroline Ave | Battles | | |
| 539 S Caroline Ave | Parrino #66 | | X |
| 1001 W Broad St | Bradley #12 | | X |

| | | | |
|-----------------|---|----------------|------|
| 1003 W Broad St | Lane | | |
| 1005 W Broad St | Morehouse | | |
| 1007 W Broad St | Willadsen | | |
| 1009 W Broad St | Cross | #16 | X |
| 1101 W Broad St | Smith | #17 | |
| 1117 W Broad St | Tanner | #18 | X |
| 1118 W Broad St | Brooks - C & R - B Properties | | |
| 1135 W Broad St | Blocker | | |
| 1140 W Broad St | R Carlson Properties LLC | | |
| 1151 W Lois Ln | Blevins Family Inv LLC | | |
| 1157 W Lois Ln | Blevins Family Inv LLC | | |
| 1159 W Broad St | Pycke | | |
| 1162 W Broad St | Brooks - C & R - B Properties | | |
| 1167 W Penny Ln | Childs | #22 | X |
| 1169 W Lois Ln | Yeokum | | |
| 1183 W Broad St | Watson | #24 | X |
| 1184 W Broad St | Bell | #25 | X |
| 1186 W Lois Ln | Arnold | | |
| 1187 W Lois Ln | Christenson | #27 | X |
| 1208 W Lois Ln | Blevins Family Inv LLC | | |
| 1211 W Broad St | Yocum | #28 | X |
| 1216 W Broad St | Christensen | #29 | X |
| 1221 W Lois Ln | Blades | | |
| 1240 W Broad St | Blevins Family Inv LLC | | |
| 1243 W Broad St | Gibson | #31 | X |
| 1253 W Lois Ln | SOLD 8/2/2021 - COUNTY RECORD HAS NOT UPDATED | | |
| 1267 W Broad St | McCarty | | |
| 1268 W Broad St | Blevins Family Inv LLC | | |
| 1271 W Lois Ln | Blevins Family Inv LLC | | |
| 1292 W Broad St | Burgess | | |
| 1295 W Broad St | McConnell | | |
| Total | | | 12 9 |

July 12, 2021 Savannah Heights Annual Meeting Update

The Secretary and Treasurer Position are not official because of the tie. All other ballot votes are official. The ballot consisted of the following and the results are:

Budget

Increase annual dues by \$20 to \$75 YES-6 NO-10

Board Officers

Vote or write in candidate for the following:

- President: Wyatt Jennings- 4 write in- Josh Burgess 1, Melissa Gibson-1
- Vice President: Evan Watson- 4 write in- Chris Christensen-1
- Treasurer: write in-Josh Burgess-1, Chris Christensen-1
- Secretary: write in-Josh Burgess-1, Delaney Yocum-1

The board has been working with the City of Republic Department of Public Works. Our streets were not swept after shooting fireworks because the cities sweeper is inoperable. The part needed has been on order for a month, and no time line is known of its arrival. Once repaired, the city will sweep our streets. Republic also has a handicap sidewalk initiative in progress. We have asked the city to inspect the handicap apron at the corner of Nicole and Sarah, and the clogging manhole at the end of W Broad St. They have responded, and it is on their calendar.

Note: All the lots have been sold in the neighboring subdivision \$50K each

We also have a list of volunteers with tools that can assist neighbors with a genuine need. Especially homeowners moving in, that may need short term or one time help. Nowadays life can get on top of you in an instant. Many hands make light work.

Transitioning from Developer to homeowners has caused a calamity. In a perfect world, we would all be committed to the community and help develop community enthusiasm, so we can all live a life of fruitfulness and well-being.

We all have free will and the same amount of time each day. The difference is what you do with it. It is also important what standpoint you use to interpret circumstances.

Please take the time to read and understand the following information.

If you have questions or concerns please notify Wyatt, Evan, or Maples Properties.

The Property Owners Association (POA) is a non-profit organization governed by Missouri Statues and Federal Laws. It also has its own Covenants, Conditions, and Restrictions (CCR) and by-laws to be considered. Savannah Heights CCR's, and By-laws have minimal verbiage, so we use Missouri State Statues or Federal Laws for compliance.

The Property owners association is an assurance policy against property depreciation. Yes, some individuals feel slighted, because they did not receive what was promised by the realtor or contractor and see no use for a POA. It is not a good idea to let the past control our future. All communities deteriorate and over time have broken sidewalks, overgrown trees, and brush. Broken down cars, eighteen wheelers in driveway, and there is nothing worse than a bad neighbor. There are far more positives than negatives with an active POA (we could use ideas/help)!

Homes that were bought seven or eight years ago where half of today's cost to purchase the same home. Those individuals gained equity through the market and are not overly concerned about the future value of their home. Newer homeowners have invested at least twice as much into their homes and should have a real interest/need to maintain that value.

The POA is recognized by Federal, State, and City governments and have entitlements within each organization.

Melissa Gibson submitted a request to dissolve the POA. The board understands the intent and accepted the document and its entirety. We can now hold a special meeting to address only the issue of dissolving the POA as stated in the CCR's. The meeting will take place August 19, 2021, at the community center 711 Miller Rd Republic, MO. 7:00-7:30.

Below are a few things that will happen if the POA dissolves:

FUNDS:

Continue contract with Maples Properties until contract expires in December.

Pay Maples properties to file 2021 taxes for Savannah heights POA.

All homes with liens remain in place. State of Missouri has procedures for this.

File Liens on existing delinquent accounts.

NOTIFY:

City of Republic, Savannah Heights Property Owners Association is dissolving

Secretary of State to dissolve the POA.

VOTING:

We are making this as easy as possible to vote.

Please note the following guidelines:

One vote per property address.

Ballot must have printed Name and address and must be signed.

Ballot must be filled out entirely to be counted.

Circle YES or NO.

Three ways to turn in Ballot

- 1) Bring Ballot to meeting and participate in vote count.
- 2) Mail ballot to: Maples Properties (Ballots must be received no later than 5PM on Aug16, 2021)
C/O Savannah Heights POA
3032C South Fremont Ave, Suite 100
Springfield, MO 65804
- 3) Place ballot in Black Box at corner of Michelle Ave & W Broad or S Caroline & Nicole.

SAVANNAH HEIGHTS

August 19, 2021 Ballot (#1)

Please Print name and address

NAME:

ADDRESS:

SIGNATURE:

Would you like to see the Savannah Heights POA dissolved? YES NO



**PLEASE
VOTE**



**Savanah Heights
HOA MEETING**
August 19th, 2021

at

7:00PM-7:30PM

711 Miller Rd

Republic, MO

Come Vote to Dissolve the HOA!



Savannah Heights Property Owners Association Meeting

Location: 410 S Michelle Ave, Republic MO 65738

Date: July 16, 2021

Attendees: Wyatt Jennings, Evan Watson

Time: 6 PM

I. Call to order

Wyatt Jennings called to order the regular meeting of the Savannah Heights Home Association at time on date at location.

II. Roll call

Evan Watson conducted a roll call. The following persons were present: Evan Watson-Vice President, Wyatt Jennings- President

III. Approval of minutes from last meeting

Evan Watson

IV. Open issues

- a) Seek individuals for HOA design team, individuals should have a working knowledge of general construction, codes and permit processes. Mr. Morehouse withdrew his request to be secretary and part of the design committee.
- b) Seek additional members for the board and activities
- c) One informational sign left. Will ask to have it placed on S. Caroline Street.
- d) Discover additional information that can be placed on the portal that will help/educate property owners. Invite various homeowners to future meetings.

V. New business

- a) Count votes and provide the information to homeowners

- b) Melissa Gibson submitted a request to dissolve the Property Owners Association consisting of approximately forty-seven signatures.
- c) Review and address annual meeting roundtable discussion. Determine if board need to have follow up response for any issues.

VI. Adjournment

Wyatt Jennings adjourned the meeting at 7 PM.

Minutes submitted by: Wyatt Jennings

Minutes approved by: Evan Watson

Savannah Heights Subdivision

11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

= 45 y
= 6 no

51 homes
17? homes

| | Name : | Address : | Phone # | Signature : | Email : | Yes or No |
|----|------------------|------------------|--------------|------------------|---------|-------------------|
| 1 | Linda Marion | 413 S. SARAH | 647-5047 | Linda Marion | | No |
| 2 | Elizabeth Swards | 414 S. Sarah | 475-5975 | Elizabeth Swards | | Yes |
| 3 | Charles Baroff | 411 S Sarah | 379 0665 | Charles Baroff | | Yes |
| 4 | Jon Roman | 406 S. Sarah | 844 3795 | Jon Roman | | no |
| 5 | Jim Balahi | 505 SARAH | 262 4121 68 | Jim Balahi | | no YES |
| 6 | Robert S. Bell | 1184 W. Broad St | 417 496-2090 | Robert S. Bell | | Yes |
| 7 | Web Freeman | 409 Michelle | 630 3520 | Web Freeman | | NO |
| 8 | Emily Fitzgerald | 405 S. Michelle | 417-840-3302 | Emily Fitzgerald | | No |
| 9 | Lona Hoastree | 407 S Michelle | | Lona Hoastree | | NO |
| 10 | Andy Williams | 1007 W Broad | 417 7910 | Andy Williams | | YES |
| 11 | Zacie Seider | 405 S Sarah | 417 765 973 | Zacie Seider | | YES |
| 12 | Michael Smith | 1141 W Broad St | 254-773-3717 | Michael Smith | | Yes |
| 13 | Chamber McDaniel | 1295 W Broad | 417-701-4200 | Chamber McDaniel | | YES |
| 14 | John Torbert | 411 S. Michelle | 417-576-0170 | John Torbert | | YES |
| 15 | Samie Williams | 503 S. Sarah | 417-521-2816 | Samie Williams | | YES |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |

10 yes
5 no

Savannah Heights Subdivision

11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

18 yes

| Name : | Address : | Phone # | Signature : | Email : | Yes or No |
|---------------------|---------------------|--------------|--------------------------|--------------------------|-----------|
| 1 Rodney Pettigrew | 502 S SARAH AVE | 417 838 4877 | <i>Rodney Pettigrew</i> | | Yes |
| 2 Hubis Dhonat | 506 S Sarah Ave | 474 590 9933 | <i>Hubis Dhonat</i> | | Yes |
| 3 Sarah Madhe | 504 S Sarah Ave | 475 434 9933 | <i>Sarah Madhe</i> | | Yes |
| 4 LALE FORD | 530 S. CAROLINE | 477 637 381 | <i>Lale Ford</i> | | Yes |
| 5 Carolann Cantrell | 464 S. CAROLINE AVE | 417 880 2791 | <i>Carolann Cantrell</i> | | Yes |
| 6 Michael Backus | 471 S Caroline | 417 350 3387 | <i>Michael Backus</i> | | Yes |
| 7 Deb Franks | 525 S. Caroline | 319 340 8957 | <i>Deb Franks</i> | mariafranks520@gmail.com | Yes |
| 8 Dan Fambel | " | 319 390 0234 | | | Yes |
| 9 Philip Carrine | 539 S. Caroline | 504 837 3715 | <i>Philip Carrine</i> | | Yes |
| 10 E. L. Woolley | 409 S. Caroline | 417 315 6165 | <i>E. L. Woolley</i> | ericwoolley27@gmail.com | Yes |
| 11 Kay Carter | 412 S. Caroline | 417 844 5843 | <i>Kay Carter</i> | | Yes |
| 12 Richard Bennett | 409 S. Caroline | 417 031 1754 | <i>Richard Bennett</i> | | Yes |
| 13 Leon R. Roberts | 407 S. Caroline | 417 840 2750 | <i>Leon R. Roberts</i> | LRB@10912.com | Yes |
| 14 Steven Lane | 1003 N. BROAD ST. | 573 247 0557 | <i>Steven Lane</i> | | Yes |
| 15 Gern Doh | 1001 N. BROAD ST | 573 923 5 | <i>Gern Doh</i> | | Yes |
| 16 Cheryl Campbell | 408 S. Michelle Ave | | | | Yes |
| 17 Pete Nichols | 406 S. Michelle | 761-650-7185 | <i>Pete Nichols</i> | petenichols707@gmail.com | Yes |
| 18 Amber Tanner | 1177 W. Broad St | 417 241 5594 | <i>Amber Tanner</i> | | Yes |

Savannah Heights Subdivision

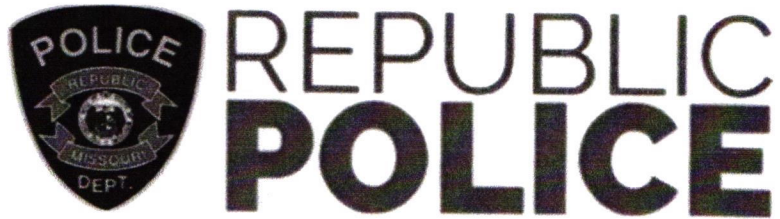
11/20/2020

We / I agree on the removal of the HOA of Savannah Heights Subdivision. We have not seen any changes in the past and don't feel that there will be a positive change in the future. We don't need board members or any fees for our community.

| Name : | Address : | Phone # | Signature : | Email : | Yes or No |
|------------------------|---------------------|--------------|--------------------|-------------------------|-----------|
| 1 CHLIS CHRISTENSEN | 1216 W BROAD ST | (970)2224897 | <i>[Signature]</i> | CDI1985@gmail.com | YES |
| 2 Chris Abney | 1240 W. Broad St | 417-425-5684 | <i>[Signature]</i> | AmAbney@gmail.com | YES |
| 3 Danny Tocum | 1211 W Broad St | 417-844-0785 | <i>[Signature]</i> | | YES |
| 4 Michael Tucker | 12686 Broad | 9137475282 | <i>[Signature]</i> | | YES |
| 5 Melissa Gibson | 1243 W Broad | 417-980-9086 | <i>[Signature]</i> | mj.gibson@bellsouth.net | YES |
| 6 Jesse Blades | 1221 West Lois Lane | 417-849-2816 | <i>[Signature]</i> | TPB@shaw.com | YES |
| 7 Stann Blades | 1253 W Lois Lane | 417-414-7002 | <i>[Signature]</i> | 1kbl@bellsouth.net | YES |
| 8 Jason + Jessica Hill | 1211 W Lois Ln | 417-204-2224 | <i>[Signature]</i> | hills.1211@gmail.com | YES |
| 9 Amanda Pawlikus | 1208 W Lois LN | 417-559-4481 | <i>[Signature]</i> | | YES |
| 10 Sosh Burgess | 1292 W Broad St | 417-689-1167 | <i>[Signature]</i> | soshaeburgess@gmail.com | YES |
| 11 Chad Yeakum | 1169 W Lois Ln | 417-849-2100 | <i>[Signature]</i> | | YES |
| 12 MARY KERN | 478 S HARRINE | 417-112-7597 | <i>[Signature]</i> | marykern11@gmail.com | YES |
| 13 Matt Spear | 1157 W Lois Ln | 661-755-5911 | <i>[Signature]</i> | | YES |
| 14 Jack Childs | 1167 W Penny Ln. | 417-224-5551 | <i>[Signature]</i> | | YES |
| 15 K. Kiser | 511 S. CALLOWINE | 478-0884 | <i>[Signature]</i> | | NO |
| 16 L. Harna | 416 S Sarah Ave | 817-1905 | <i>[Signature]</i> | | YES |
| 17 Baywinwall | 501 S Sarah | 408-6491 | <i>[Signature]</i> | | YES |
| 18 Great Jones Austin | 4108 S Sarah | 693-7654 | <i>[Signature]</i> | greatjones@aol.com | YES |

17 yes
1 no

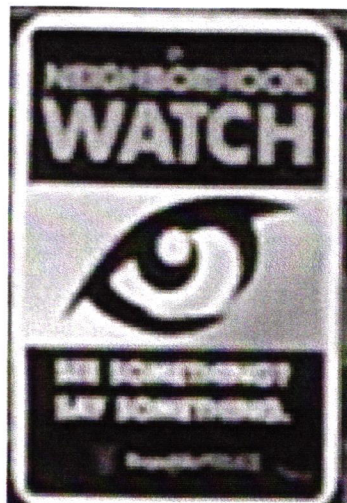
gmail.com



REQUIREMENTS FOR A NEIGHBORHOOD WATCH GROUP TO REMAIN ACTIVE

The following criteria must be met, for a Neighborhood Watch group to remain **ACTIVE**

- Maintain 20% participation of the number of households within the NW group borders who have attended the Phase 1 Neighborhood Watch training. (**only 1 person per households counts toward percentage**).
- The Neighborhood Watch group must have at least two neighborhood functions a year, such as:
 - Participate in the city-wide Neighborhood Night Out in August (1st Tuesday)
 - A neighborhood block party
 - A neighborhood clean-up event, etc.
 - A neighborhood garage/yard sale
- Submit a new registration/application each calendar year to the Republic Police Department





Savannah Heights Homeowners
Association
3032C S. Fremont Ave
Springfield, MO 65804

June 18, 2021

Savannah Heights Association Member

Dear Homeowner,

We have scheduled our annual Savannah Heights Property Owners Association meeting and hope you will participate. Each meeting more and more people have turned out, so please continue to do what you can to make it. We have things happening and we need everyone plugged in to be aware or actively participate in the community planning.

Attached is the agenda for the night. Be mindful voting for board positions will take place, Evan and Wyatt will be running. Feel free to campaign for any position.

The board has taken various opportunities and talked with individuals one on one. We are very thankful for the individuals that took the time to reach out to us with the ideas and the feedback. We are hopeful that other individuals will sit down with us and discuss a way forward for Savannah Heights. Anyone can request to meet with the board, if you have concerns please contact us.

Respectfully Yours,

**Savanna Heights Association
Board Members**

July 12, 2021

2021 Savannah Heights POA Annual Meeting agenda Notes

Introduction 6:30-6:35 Wyatt

1) Welcome all homeowner's especially new homeowners to community, introduce board and Staci of Maples property.

Year in Review/ how things are working 6:35-6:45

- 1) Identified common areas that the POA should be responsible for
 - a. Roads belong to city and POA is working with city in a joint maintenance effort to reduce future capital improvement cost
 - i. POA sprayed weeds along streets, driveway sidewalk and curbing
 - ii. Requested the city of Republic to inspect streets and evaluate handicap ramp at intersection Nicole and Sarah. They will also evaluate the clogging of the manhole at the end of W Broad St.
 - iii. City is also responsible for cleaning the streets
 - b. Mailboxes are considered community property and should be maintained by the POA.
 - c. Board is informing property manager when a home goes on the market for sale and when the home has closed. Realtor advertises home has POA and its cost to potential buyers. New homeowner receive a welcome letter from the POA through the property manager.
 - d. Briefly talk about new development (Ron Steinger/ Murney & Associates) developer

6:45-6:55 (Educate) Evan

- 2) Maples Properties (Staci) has a portal enabling homeowners to communicate to the property manager and they communicate information to the board. Portal has many uses such as;
 - a) Homeowners can submit projects needing POA acknowledgement
 - b) Communicate to the board (includes decision making)
 - c) Make payments
 - d) Volunteer
 - e) Conduit for communication /provide educational and general information

POA Mission 6:55-7:05 Wyatt

- 1) Build community roots, enable members to have say and to be heard, expand neighbors relationships and maintain the Declarations of Covenants, Conditions and Restrictions (Educate and Regulate)
- 2) Work toward Savannah Heights being a crime free safe neighborhood for residents
- 3) Work with government, and community officials in an effort to be a quality community

2021 Budget Review 7:05-7:10 Evan

- 1) Explain the amounts that were debited and credits
 - a) Property Manger
 - b) Insurance
 - c) Taxes
 - d) Operating cost-mailing, printing, violation letters, misc. (if asked....)

2) 2022 Budget Request (All)

- a) Board request dues be approved for \$75 a year with no increase for 2023 budget
 - 1) Individual Flags for mail boxes and maintenance of community property
 - 2) POA will host spring and fall clean-up our areas of concern will be trees, shrubs, streets, and sidewalks.

Voting and installation of Board 7:10- 7:20 (All)

- 1) Identify individuals to fill positions and vote
 - a) President
 - b) Vice President
 - c) Secretary
 - d) Treasurer

Open Questions/ Roundtable 7:20 (All)

Adjournment 7:30 PM (All)



Savannah Heights

YOUR LOGO TYPE

Enforcement Notification

May 13, 2021
 Homeowner
 Savannah Heights Subdivision

Dear Friend,

Our community has recently lost and will be losing relationships with some really awesome individuals and families. We would share the names but it would be upsetting to leave someone out. Homes have been sold and people are relocating to larger homes, home with more accessibility and less maintenance, or closer to family. (Savannah Heights POA) would like to take this opportunity to thank all the families that went through life with us, no matter how long, one year or fifteen. We are also looking forward to the new relationships that are on the horizon.

Recovering from 2020 we are putting our best foot forward by sending out welcome letters to the new homeowners and encouraging them to plug directly into the POA. Recently the board has been challenged on the need to maintain and reestablish community values with adequate enforcement of the Savannah Heights Covenants, Conditions and Restrictions (CCR's). (Found on portal)

Below are a few commonly discussed compliance items from the CCR's. Please read the full document for details.

- 1) Trash receptacles can be out for the day of collection and then must be stored in the garage or behind a fence and out of sight of neighboring homes
- 2) Keep all grass shrubs, trees, and plants neatly trimmed and free of trash, weeds and other unsightly material.
- 3) No structures (fences, swimming pools, building, etc.) can be installed/constructed without approval from design Committee.
- 4) Trailers, boats, campers, recreational vehicles must be parked in a garage or stored in an offsite location.
- 5) Inoperable vehicles must be parked in the garage or at an off-site location
- 6) Keep the yard free of trash debris, or other unsightly material.

If you are interested in setting up your account portal, please send your telephone number and email address to shoffman@maplesproperties.com

Respectfully Yours

Savannah Heights Board



[OFFICE ADDRESS]

[PHONE NUMBER]

[EMAIL]

Savannah Heights

Property Owners' Association

March 4, 2021

Dear Homeowner,

We want to take the opportunity to say hello and share our progress.

In the past year, the Savannah Heights Property Owners' Association (POA) has transitioned from the developer to the homeowners. We have contracted with Maples Properties to assist and provide guidance to the board. Additionally, members of the community have launched a Facebook page as a homeowner communication tool. There are also two drop boxes located at the intersection of Michelle Ave & Broad St and Caroline Ave & Nicole for communication with the Board.

We hope you have appreciated the Board's efforts to engage the community in activities such as the potluck dinner. We have also held three different community meetings and reached out to homeowners directly to share information and hear your ideas. We are still working through challenges and understand there have been frustrations with various issues. While we have yet to establish a common vision for our community, we want to continue to build relationships amongst homeowners and provide opportunities to work together. In efforts to do so, we would like to host a spring and fall spruce up, and possibly establish a neighborhood watch program.

This letter also serves as an invitation for homeowners to be involved and share in the decision-making for our community. We have opportunities for homeowners to serve on the Board of Directors and the Design Committee which reviews project requests from homeowners. We need at least 3 volunteers to fill these positions. If you are interested in helping with the community activities or serving on the Board or Committee, please email wyattegeo@yahoo.com or ewatson0216@gmail.com. You can also share your name on Facebook, submit your name to Maples Properties, or use the drop box.

We are planning for the Annual Meeting and will send notification of the date, time, and location once it is set. We have been operating on a small budget and have come a long way toward building a strong community association. We look forward to working with everyone and value your ideas, feedback, and participation.

Warm Regards,

Savanna Heights Board Members

SEND PAYMENT TO

Item 16.

Savannah Heights POA
3032C S. Fremont
Suite 100
Springfield, MO 65804
(417) 883-9100
maplesproperties.com

March 02, 2021



**MAPLES
PROPERTIES**

Please address billing disputes and written inquiries to Savannah Heights POA, 3032C S. Fremont, Suite 100, Springfield, MO 65804. For other questions, call (417) 883-9100

INVOICE FOR

[REDACTED]
[REDACTED]
Republic, MO 65738

TOTAL AMOUNT DUE

Please pay this amount by 3/4/2021

\$55.00

PAY THIS BILL ONLINE AT

<https://maplesproperties.appfolio.com/connect>

| DATE | DESCRIPTION | TIME PERIOD | AMOUNT | BALANCE |
|--------|-------------|-------------|---------|---------|
| 01 APR | DUES | APRIL, 2021 | \$55.00 | \$55.00 |

Please make checks payable to **Savannah Heights POA.**

Payment is **due** on or before **April 1st, 2021**. Late fees and interest will be applied to any outstanding dues after April 30th, 2021. Failure to pay dues may result in a lien being placed on the property per the Declaration of Covenants, Conditions, and Restrictions of the Savannah Height subdivision.

If you have set up your online account, you can access it at appfolio.com, and select "Online Portal Login" from the login menu. If you need to set up your online portal, please email shoffman@maplesproperties.com, or call 417-883-9100.

Please note: Charges will not show on your online account until 15 days prior to the due date. Payments will show as a credit until the charge posts to your account. There is no cost to pay online from your checking account with an E-Check. The software does charge a convenience fee on credit and debit cards.

[REDACTED]

Association (POA)

What we have to offer

BOARD INVOLVEMENT

The board has a better grasp of what is required or needed for the POA to succeed than a year ago. We have spent numerous hours of our time and hundreds of our personal dollars reaching out to the Savannah Heights Community. This was not ideal for a non-profit organization, but we felt it was necessary to help our community succeed. A hand full of individuals and property owner support and participation are needed to ensure the POA has a solid foundation to move forward. Without going into detail a few items to be addressed are:

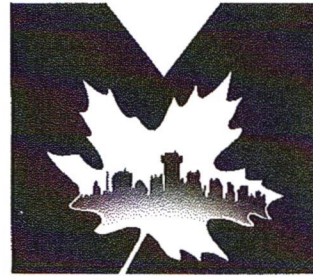
- **Being Available-** Individuals affiliated with the board, in-house design committee, or activities committee can be reached through the management portal. Face-to-face meetings are available with prior arrangements.
- **Community Activities-** We would like to see community activities such as spring and fall clean-up. The POA board can coordinate the event and possibly provide trash bags, trucks, trailers, or volunteers to help our neighbors.
- **Identifying and Correcting Noncompliance-** 1) Identify noncompliance. 2) Notify owner, and give a reasonable amount of time to make correction. 3) If corrections are not made, the board may make the correction at the expense of the property owner per the covenants, conditions, and restrictions. Buildings and properties deteriorate over time, but we can work to maintain our community for many years to come and protect our property values.
- **Community Events-** If the City of Republic sponsors a Springfield Cardinals baseball game, maybe several of the Savannah Heights homeowners can go as a group? There are several families that enjoy golf; maybe we can get a few teams to go out and have some fun. What about tailgating and pot luck up and down the sidewalk?
- **Neighbors-** Knowing and having good neighbors is very important. Feel free to reach out if you have ideas or desires for the community. We are better together!
- **Support-** Most of us have tools and different skills we can share with our neighbors. We are doing that now on a smaller level.
- **TIP-** The first step to a great lawn is to kill the weeds.

What we have to offer

PROFESSIONAL PROPERTY MANAGEMENT

We recently began working with Maples Properties. Our Board of Directors, with support and ideas from homeowners, continues to make the decisions for our community. Our management company helps carry out those items. They also provide accounting, general oversight, and consulting. Below are a few of the things your dues go toward:

- **Owner Account Portal-** This software allows each owner to have online and mobile access to pay dues, communicate with the management company, submit projects for architectural review, report violations, and view documents, including the Covenants, Conditions, and Restrictions and By-Laws of our association. This is more efficient and saves on cost for printing and mailing. If you are interested in setting up your account portal, please send your telephone number and email address to shoffman@maplesproperties.com. 'STACI' MAPLES PROPERTY
1.417.883.9100
- **Documentation and Support-** Our management company provides monthly financial statements, technical support, and administrative support for the association.
- **Listed Homes-** When a home is placed on the market to be sold, Maples answers questions from agents, buyers, lenders, or closing agents to ensure information about the POA is available to the new buyer. Once a home closes and they are notified of the new owner, Maples provides a welcome letter and information regarding access to the account portal. The Covenants, Conditions, and Restrictions and the By-Laws are easily accessible through the portal.
- **Industry regulations –** Maples provides guidance regarding rules and regulations for associations.
- **Annual Meetings-** Maples assists with preparing for and notifying owners about our annual meeting.
- **Stability –** Maples offers stability and consistency for our association. We appreciate their willingness to work with an association of our size and with limited funding.



**MAPLES
PROPERTIES**

SAVANNAH HEIGHTS HOA

For the Month of: **March 2022**

Property No: **2898**

Prepared For:

WYATT JENNINGS-PRESIDENT

WYATTEGEO@YAHOO.COM

EVAN WATSON

EWATSON0216@GMAIL.COM

Prepared By:

MAPLES PROPERTIES, LLC

3032C S. FREMONT, SUITE 100

SPRINGFIELD, MO 65804

417-883-9100

This Report includes:

Income Statement
Balance Sheet
Homeowners Delinquency Report
Homeowners Prepayment Balance
Check Register
Bank Reconciliation Recaps
Bank Statements

Income Statement

Maples Properties LLC

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: Mar 2022

Accounting Basis: Cash

Level of Detail: Summary View

Include Zero Balance GL Accounts: No

| Account Name | Selected Month | % of Selected Month | Year to Month End | % of Year to Month End |
|--|----------------|---------------------|-------------------|------------------------|
| Operating Income & Expense | | | | |
| Income | | | | |
| Total Operating Income | 0.00 | 0.00 | 0.00 | 0.00 |
| Expense | | | | |
| Legal and Accounting Fees | 0.00 | 0.00 | 27.00 | 0.00 |
| Legal services | 0.00 | 0.00 | 1,000.00 | 0.00 |
| Management Fees | 107.50 | 0.00 | 247.50 | 0.00 |
| Property Management Expenses - Postage, Copies, Mileage | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Operating Expense | 107.50 | 0.00 | 1,274.50 | 0.00 |
| NOI - Net Operating Income | -107.50 | 0.00 | -1,274.50 | 0.00 |
| Total Income | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense | 107.50 | 0.00 | 1,274.50 | 0.00 |
| Net Income | -107.50 | 0.00 | -1,274.50 | 0.00 |

Balance Sheet

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: 03/31/2022

Accounting Basis: Cash

Level of Detail: Summary View

Include Zero Balance GL Accounts: No

| Account Name | Balance |
|--|-----------------|
| ASSETS | |
| Cash | |
| Operating Cash | 2,183.63 |
| Total Cash | <u>2,183.63</u> |
| TOTAL ASSETS | <u>2,183.63</u> |
| | |
| LIABILITIES & CAPITAL | |
| Liabilities | |
| Total Liabilities | <u>0.00</u> |
| Capital | |
| Appfolio Opening Balance Equity | 3,221.15 |
| Calculated Retained Earnings | -1,274.50 |
| Calculated Prior Years Retained Earnings | 236.98 |
| Total Capital | <u>2,183.63</u> |
| TOTAL LIABILITIES & CAPITAL | <u>2,183.63</u> |

Homeowner Delinquency (As Of)

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

As of: 03/31/2022

Delinquency Note Range: All Time

Homeowner Status: Current and Notice

Amount Owed In Account: All

Balance: Greater than 0.00

| Unit | Amount Receivable | 0-30 | 30+ |
|---|-------------------|-------------|---------------|
| Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804 | | | |
| [REDACTED] | 438.69 | 6.48 | 432.21 |
| [REDACTED] | 180.51 | 2.67 | 177.84 |
| | 619.20 | 9.15 | 610.05 |
| Total | 619.20 | 9.15 | 610.05 |

Homeowner Prepayment Balance

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Homeowners: All

Homeowner Status: Current and Notice

Prepayment Account: 2300: Prepaid Dues

As of: 03/31/2022

| Unit Address | Homeowner | Amount |
|--------------|-----------|--------|
|--------------|-----------|--------|

No data to display

Total

[REDACTED] 00

Check Register

Properties: Savannah Heights POA - 3032C S. Fremont Ave. Ste 100 Springfield, MO 65804

Date Range: 03/01/2022 to 03/31/2022

Bank Accounts: All

Payees: All

Payment Type: All

Include Voided Checks: No

Exclude Cleared Checks: No

| Bank Account | Check # | Cleared | Check Date | Payee Name | Amount | Check Memo |
|--|---------|---------|------------|-----------------------|--------|------------|
| Savannah Heights Phase I&II Property Owners Assoc | | | | | | |
| Savannah Heights Phase I&II Property Owners Assoc | 1037 | No | 03/29/2022 | Maples Properties LLC | 107.50 | |

Total 107.50

Reconciliation Report

Central Bank of the Ozarks

| | |
|-----------------------|---|
| Account Name | Savannah Heights Phase I&II Property Owners Assoc |
| Account Number | 139823478 |
| Ending Statement Date | 03/31/2022 |

Summary

| | |
|---|-----------------|
| Bank Statement Starting Balance on 02/28/2022 | 2,361.13 |
| Cleared Deposits and other Increases | 0.00 |
| Cleared Checks and other Decreases | 70.00 |
| Cleared ACH Batches and Reversals | 0.00 |
| Cleared Balance | 2,291.13 |

Unreconciled Transactions

Unreconciled Deposits and other Increases (0 Items)

Total 0.00

Unreconciled Checks and other Decreases (1 Item)

| | | |
|-------------------------------------|------------|--------|
| Check #1037 - Maples Properties LLC | 03/29/2022 | 107.50 |
|-------------------------------------|------------|--------|

Total 107.50

Unreconciled ACH Batches and Reversals (0 Items)

Total 0.00

Unreconciled Payments from ACH Batches Generated after Reconciliation Period (0 Items)

Total 0.00

Unreconciled Checks Voided after Reconciliation Period (0 Items)

Total 0.00

Unreconciled Receipts Deposited after Reconciliation Period (0 Items)

Total 0.00

Receipts Reversed after Reconciliation Which Have Not Been Deposited (0 Items)

Total 0.00

Pending Online Receipts Which Have Not Been Deposited (0 Items)

Total 0.00

Cleared Transactions

Cleared Deposits and other Increases (0 Items)

Total 0.00

Cleared Checks and other Decreases (1 Item)

| | | |
|-------------------------------------|------------|-------|
| Check #1036 - Maples Properties LLC | 02/22/2022 | 70.00 |
|-------------------------------------|------------|-------|

Total 70.00

Cleared ACH Batches and Reversals (0 Items)

| | |
|---|-----------------|
| Total | 0.00 |
| Cash Accounts | |
| 1150: Operating Cash | 2,183.63 |
| 1160: Security Deposit Cash | 0.00 |
| Total Cash Balance | 2,183.63 |
| Less Unreconciled Deposits | 0.00 |
| Less Unreconciled Receipts Deposited after Reconciliation Period | 0.00 |
| Less Receipts Reversed after Reconciliation Which Have Not Been Deposited | 0.00 |
| Less Pending Online Receipts Which Have Not Been Deposited | 0.00 |
| Plus Unreconciled Checks | 107.50 |
| Plus Unreconciled ACH Batches and Reversals | 0.00 |
| Plus Unreconciled Payments from ACH Batches Generated after Reconciliation Period | 0.00 |
| Plus Unreconciled Checks Voided after Reconciliation Period | 0.00 |
| Adjusted Cash Balance | 2,291.13 |
| Bank Statement Balance on 03/31/2022 | 2,291.13 |
| | In Balance |

E/N



Central Bank

MEMBER FDIC R.O. Box 4500, Jefferson City, MO 65102
(417) 881-3100

RETURN SERVICE REQUESTED

Effective 05/02/2022, hours at several of our branches will change. Please visit www.centralbank.net/new-hours for further details.

SAVANNAH HEIGHTS PHASE I AND II PROPERTY OWNERS ASSOCIATION
3032C S FREMONT AVE STE 100
SPRINGFIELD MO 65804-4236

Period 03/01/2022 - 03/31/2022 Page 1 of 1

Web Address www.centralbank.net

M
139823478

Your Financial Summary on March 31, 2022

| | Bank Deposits | Totals |
|------------------------|--------------------|--------------------|
| Bank Deposit Accounts: | | |
| Checking | \$ 2,291.13 | |
| Bank Deposit Total | | \$ 2,291.13 |
| Total Assets: | \$ 2,291.13 | \$ 2,291.13 |

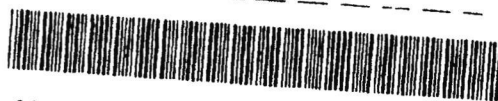
Detailed Explanation of Account Balances and Other Assets

Small Business Checking

| | | |
|-------------------------------|-------------------------------------|-------------|
| No. 139823478 | Beginning Balance February 28, 2022 | \$ 2,361.13 |
| Checks | | |
| Check No. | Date Paid | Amount |
| 1036 | Mar. 01 | 70.00 |
| Total | | -\$ 70.00 |
| Ending Balance March 31, 2022 | | \$ 2,291.13 |

Number of days since last statement/interest cycle 31
 Beginning and ending dates for calculation of statement/interest cycle are 03/01/2022 through 03/31/2022
 Low ledger balance 2,291.00
 Average collected balance 2,291.00
 Average ledger balance 2,291.00

End of Bank Deposits



044576-04 11 AUG 2004 07:58:29am

Book: 2004
Page: 044576-04
22 pages

recsmb

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH HEIGHTS PHASE I SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR SAVANNAH HEIGHTS PHASE I SUBDIVISION, is made and executed by Morelock-Ross Properties, Inc., a Missouri corporation (hereinafter "Developer"), this 15th day of Aug, 2004 (the "Declaration").

WITNESSETH:

WHEREAS, the Developer is owner of certain real property located in Republic, Missouri, which is more particularly described on the attached Exhibit "A", which is hereby incorporated by reference herein, as may be hereinafter added thereto, and shall be referred to as "SAVANNAH HEIGHTS PHASE I" the "Property" or the "Subdivision"; and

WHEREAS, Developer desires to develop the Property, as a controlled development with common areas, and single-family residences, and to provide for the maintenance, improvement and administration of Savannah Heights Phase I and the preservation of the values and amenities of said Subdivision;

WHEREAS, the Property has been approved by the City of Republic as a preliminary plat, and is in the process of being developed; and

WHEREAS, Savannah Heights Phase I (the "Association") shall be duly incorporated under the laws of the State of Missouri, as a not-for-profit corporation to transact any lawful activity, including but not limited to, fostering and promoting the preservation and enhancement of the value, desirability and enjoyment of a sound, safe and decent residential subdivision, in Greene County, State of Missouri, to be known as Savannah Heights Phase I, and any additional phases subsequently added thereto, to enforce the provisions of the Declaration and Bylaws of the Association, as may be amended from time to time, and to perform and exercise any and all rights and powers of the Association provided for therein.

ARTICLE I DEFINITIONS

The following words and phrases as used in this Declaration shall have the following meanings:

1. "**Association**" shall mean and refer to the Savannah Heights Phase I Property Owners Association, Inc., its successors and assigns.
2. "**Board**" shall refer to the Board of Directors of the Association.
3. "**Builder**" shall mean any builder, contractor, investor or other person or entity who purchases a lot in the Subdivision for the purpose of resale thereof to a public purchaser; or for the purpose of constructing improvements thereon for resale to a public purchaser. Except as stated otherwise in this Declaration, the term "builder" shall not include the Developer.
4. "**Common Area**" shall mean all property owned by the Association whether, real, personal, or mixed, or designed or shown as community area, common area, or as open, detention or drainage area in Savannah Heights Phase I's final plat, as recorded, including any amendments or additions thereto, which shall include but not be limited to the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private street within the subdivision, or any private street, entry roads, curb and gutter, sidewalk, gates or other improvements within the area which would have been public right-of-way if the streets were public.
5. "**Corner Lot**" shall mean any lot which abuts other than at its rear line upon more than one street or common area.
6. "**Declaration**" shall mean the covenants, restrictions and conditions and all other provisions set forth in this entire Document, as amended from time to time, together with any supplemental Declarations which may be recorded by Developer.
7. The "**Design Committee**" shall mean the design committee created in accordance with Article III, Section 2 of this Declaration, as amended from time to time.
8. "**Developer**" shall mean Morelock-Ross Properties, Inc., a Missouri Corporation, its successors and assigns.
9. "**Lot**" shall mean any parcel of real property designated as a lot on any recorded plat of the Subdivision, or any additions thereto, with the exception of the Common Area.
10. "**Member**" shall mean a Member of the Association.
11. "**Owner(s)**" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an

obligation. Except as stated otherwise in this declaration, the term "owner" shall not include a lessee or tenant.

12. "**Person**" shall mean a natural individual or any other legal entity with the legal right to hold title to real property.

13. "**Plans and Specifications**" shall mean any and all documents designed to guide or control the improvement, or other proposal in question, including but not limited to those indicating size, shape, location, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevations drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

14. "**Pool Area**" shall mean that portion of the Common Areas, if any, where a pool and surrounding recreational grounds is located.

15. "**Project**" shall mean all real property concurrently herewith or in the future submitted to this Declaration and any improvements now or hereinafter constructed thereon.

16. "**Property**" or "**Properties**" shall mean and refer to that real property described on the attached Exhibit "A", being developed as in Greene County, Missouri, and any additional real property which shall be made subject to these covenants as provided herein (sometimes hereinafter collectively referred to as "Savannah Heights Phase I Subdivision").

17. "**Public Purchaser**" shall mean the first person or other legal entity other than the developer or builder who becomes an owner of any lot within the Subdivision.

18. "**Rules**" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board on acting on behalf thereof, under the authority granted by this Declaration, by a Supplementary Declaration, Articles of Incorporation or Bylaws of the Association.

19. "**Single Family Residence**" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

20. "**Subdivision**" shall mean the Savannah Heights Phase I subdivision and any additional phases added thereto.

21. "**Subdivision Plat**" shall mean a recorded plat covering any or all of the property referred to in this declaration or annexed thereto.

22. "**Supplemental Declaration**" shall mean any declaration of covenants, conditions and restrictions which may hereafter be executed and recorded pursuant to Article II, Section 2 hereof.

23. "**Visible From Neighboring Property**" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

1. **Existing Property.** The real property which is and which shall be held, transferred, sold, conveyed, encumbered and occupied subject to this Declaration is located and situated in Greene County, Missouri, and more particularly described on the attached Exhibit "A", which is incorporated herein by reference.

2. **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

(a) The Developer, or its successors and assigns, shall have the right, but not the obligation, to bring additional properties under the terms and conditions of these restrictions and therefore subject them, regardless of whether said properties are presently owned by the Developer provided the same are adjacent to or have a common boundary or are on the opposite of any common street of property already subject to these Restrictions. Under no circumstances shall this Declaration, or any Supplemental Declaration, bind the Developer, its successors or assigns, to make the proposed additions or to adhere to any plan of development in any subsequent phase of development, or in anyway preclude the Developer, or its successors or assigns, from conveying the land referred to in its plan of development, but not having been made subject to this Declaration, or supplemental Declaration as provided herein, free and clear of such plan, as well as free and clear of this Declaration or any Supplemental Declaration.

(b) The additions authorized hereunder shall be made by filing of record in the Greene County Recorder of Deeds a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the owners, including the Developer, of lots in such additions, shall immediately be entitled to all privileges, and be subject to all of the obligations, herein provided. This Declaration and any Supplemental Declarations are hereby declared and agreed to be in furtherance of a general plan of subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, and all owners and successors in interest.

ARTICLE III
DESIGN COMMITTEE

1. **Membership.** From the effective date of this Declaration to that point in time when the Developer relinquishes its right of design control over this entire project, the Developer shall be the Design Committee. The Developer may appoint such person or persons to affect this design control function on its behalf. Developer may relinquish its right of design control over the entire project by serving a 90 days written notice to the Board of Directors its desire to do so.

After Developer relinquishes its right of design control over this entire project, the Association's Board of Directors shall comprise the Design Committee unless the Board shall see fit to delegate this function to Committee.

2. **Design Committee Function.** No structure, whether residence, accessory building, mailbox, awning, swimming pool, fence, wall, lot, drainage works, exterior area lighting or any other improvement whatsoever shall be constructed, reconstructed, repaired or maintained upon any lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans, specifications and plot plans therefore showing the exterior design, height, building material and color scheme thereof, the location of the structure on the lot plotted horizontally and vertically, the location of driveways and fencing, shall have been approved in writing by the Design Committee and a copy of such plans, specifications and plot plans as finally approved shall be deposited with the Design Committee. The Design Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures.

3. **Liability.** The Design Committee shall not be liable for damages to any person who has submitted a request for approval by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove such request.

4. **Restrictions on Builders.** The Developer reserves the right to implement and enforce such rules, regulations and policies as may be reasonable and necessary during the developmental stage of the project regarding the original construction of improvements within the project. Any builder constructing improvements within the project shall be bound by such rules, regulations and policies as though the same were set forth herein.

ARTICLE IV
PROPERTY RIGHTS AND OBLIGATIONS

1. **Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions contained in this Declaration, any Supplemental Declarations, Articles of Incorporation, Bylaws and Rules promulgated by the Association.

2. **Owner's Obligation.** Each owner of a Lot subject to the provisions contained in the Declaration, any Supplemental Declarations, Articles of Incorporation, Bylaws and Rules promulgated by the Association shall have a continuing obligation to preserve, protect and maintain the Common Area, including Common Area fences, in accordance with this

Declaration, any Supplemental Declarations, the Articles of Incorporation, Bylaws and Rules promulgated by the Association.

ARTICLE V
SAVANNAH HEIGHTS PHASE II PROPERTY OWNERS ASSOCIATION

1. Organization.

(a) The Association shall be a not-for-profit corporation organized and existing under the general not-for-profit corporation law of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, this Declaration and any Supplemental Declarations. Declaration.

(b) The affairs of the Association shall be conducted by a Board of Directors, and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws.

2. Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and Bylaws.

3. Rules. By majority vote of the Board, the Association may from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations covering the use of any Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of such rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon enactment, said rules shall have the same force and effect as if they were set forth in and were part of this Declaration.

4. Personal Liability. No member of the Board of Directors or any committee of the Association, or any officers of the Association shall be personally liable to any owner, builder, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission error, or negligence of the Association, the Board or any other representative or employee of the Association or the Design Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by such person, acted in good faith, without willful or intentional misconduct.

5. Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas, including the Common Area fences, if any, and shall be responsible for the payment of taxes (if any) and insurance on the Common Areas. In this Declaration, the term "Common Area fences" shall include boundary fences that separate public streets or property from private property or common area.

6. Indemnification of Developer by Association. The Association hereby agrees and

covenants to indemnify the Developer from any and all claims for personal or property damage which may result from the use, ownership, possession, control or maintenance of the Common Areas, including any drainage detention area, and hold Developer harmless therefrom on a continuing basis. To this end, the Association shall purchase and maintain a policy of general liability insurance naming the Developer as an additional insured, which policy shall have minimum limits of \$3,000,000 per occurrence and aggregate. Developer reserves the right to demand proof of compliance with this insurance requirement.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every owner, either of a fee or undivided interest of a Lot, which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or persons or entities owning Lots. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment of the Association.

2. **Voting Rights.** There shall be two (2) classes of Members entitled to vote on issues or actions to which the Members shall be entitled to vote as provided herein.

(a) Class A Members shall be all those owners of Lots within the Savannah Heights Phase I Subdivision, and any additional phases of property added thereto, except the Developer. Within the Class A Members, each Lot shall entitle the Lot Owners, regardless of the number of owner(s), to one vote. If any Lot is owned by more than one Class A Member, a majority of such Class A Members shall determine how any such vote shall be cast. In the event a majority cannot be obtained as to the direction such vote shall be cast then the Association shall determine how such vote shall be cast.

(b) The Class B Member shall be the Developer, its successors and assigns. The Class B Member shall be entitled to the total number of votes which, when added to the total number of Class A votes, shall equal fifty-one percent (51%) of the total votes entitled to be cast by the Class A and Class B Members together. For example, if there were 49 Class A votes entitled to be cast on an issue or action to be taken, the Class B votes would equal 51. In the event of a fractional interest in regard to the number of votes Developer would be entitled, any such fractional interest shall be rounded up to provide an even number of votes (i.e. Class B 93.3 votes - round to 94) even if such rounding would cause Developer to have more than fifty-one percent (51%) of the votes entitled to be cast.

3. **Management of Association.** Members shall have no rights to manage the business affairs of the Association except as provided in the Articles of Incorporation and Bylaws. The management of the Association shall be vested entirely in the Board of Directors as provided in said Articles of Incorporation and Bylaws.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** Each Lot within the Savannah Heights Phase I Subdivision and any additional phases or property added thereto shall be subject to assessment and each Class A Member by acceptance of a deed and Lot(s), whether or not it shall be so explained in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) Initial Annual Assessment; and (4) such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to said owner's successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the Members in the Subdivision and any additional phases or property added thereto. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep, and management of the Common Areas and the improvements and facilities thereon, including Common Area fences and boundary fences; and, further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association.

3. **Annual Assessment.**

(a) There shall be no annual assessment for 2004. The initial annual assessment per Lot shall be set and assessed by the Association at such time as it determines in its sole discretion to be necessary to further the purposes and interests of the Association. The initial annual assessment shall not exceed \$50.00. Only Class A Members shall be subject to assessment. The Class B Member shall pay no assessments. A builder shall pay annual assessments in an amount equal to one-half (½) of the assessment payable by a Class A Member, provided, however, that such assessment shall not become due and payable until after the lapse of six months from the date of the closing of the transaction whereby builder takes title to the subject Lot.

(b) After the initial assessment, the maximum annual assessment may be increased each year, without a vote of the members, by not more than 10% above the maximum

assessment established for the previous year, except that in the event that the annual assessment is not sufficient to pay for the maintenance, taxes and insurance on the Common Areas, an additional annual assessment shall be imposed solely for the purpose of paying for the maintenance, taxes and insurance on the Common Areas.

4. **Special Assessment for Capital Improvements.** In addition to the annual assessments provided for in Section 3 above in this Article VII, the Association may levy, in any assessment year, a special assessment. The purpose of a special assessment shall be for capital improvement in the Common Area, or providing in whole or in part, for the cost of any reconstruction, repair, replacement or maintenance of a capital improvement of the Common Area, including any fixtures and personal property related thereto. The maximum special assessment shall be \$500.00 per year, per Lot. Any special assessment shall require an affirmative vote by the Members by two-thirds (2/3) of the votes cast or by a majority of the votes entitled to be cast, whichever is less. The Developer shall not be considered a member for purposes of being assessed special assessment, and shall pay no special assessment, but shall not preclude Developer from voting on such special assessment.

5. **Date of Commencement of Annual Assessments.** The annual assessments for each Lot provided for herein shall commence on the date of first conveyance of each Lot by the Developer to an Owner. Written notice of the annual assessment shall be sent to every Owner.

6. **Remedies of the Association For Nonpayment of Assessments.** Each member shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

(a) **Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may deem appropriate against the delinquent Owner.

(b) **Enforcement by Lien.** There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Subdivision to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of

eighteen percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative, may, but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description or street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees;
- (4) That the claim of lien is made by the Association pursuant to this Declaration; and
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of the duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 8 of this Article VII. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event of such foreclosure, by action in court or by power of sale, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of the lien in this manner.

7. Subordination of the Lien to Mortgages. The lien for the assessment provided for

herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure shall not extinguish the lien of such assessment. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
USE AND BUILDING RESTRICTIONS

1. **Applicability** The following restrictions are imposed on each Lot for the benefit of all Owners and the Developer.

2. **Single-Residential Use.** All Lots shall be used, improved and devoted exclusively to single-family residential use and no gainful occupation, profession, trade or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such Lot to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration. No structure whatsoever shall be erected, placed or permitted to remain on any Lot except one detached single-family residence, not to exceed two stories in height, with an attached garage for not less than two motor vehicles, together with any appurtenant accessory structure or structures approved by the Design Committee.

3. **Animals.** No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the properties as the Board may prescribe by its rules and regulations.

4. **Antennas.** No antenna or other device for the transmission or reception of electronic signals, shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Design Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Design Committee shall have the authority to award variances with respect to the foregoing prohibition. In regard to TV dish antennas, no such antenna shall be permitted on any Lot without the prior written approval of the Design Committee.

5. **Improvements and Alterations.** No building, fence, wall, residence or other structure shall be commenced, constructed, improved, or structurally altered, without the prior written approval of the Design Committee. The exterior surface of a single-family structure shall not be painted or changed in any manner without the prior written approval of the Design

Committee.

6. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within the Subdivision. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. Provided, however, that the Developer shall have the continuing right to establish and maintain a sales and administrative office in a mobile trailer (or other structure) for so long as Developer shall deem it necessary on any Lot of the Subdivision (including any additions thereto), and no Builder or Owner shall have standing to object to the maintenance or location of such office. Provided, however, further that the Developer shall have the authority to permit any builder or realtor to set up and maintain such sales and administrative offices (including model homes) as Developer may approve, in its sole discretion, in order to promote the development of the Subdivision, which offices shall be removed upon completion of the Subdivision, or sooner if Developer so requests.

7. Trailers and Motor Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided, however, that the provision of this paragraph shall not apply to vehicle emergency repairs

8. Motor Vehicles-Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the Owner or operator thereof, shall be prohibited within the Properties, and enforceable as any other breach hereof.

9. Maintenance of Lawns and Plantings.

(a) **By Owner.** Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, provided, however, that such Owner shall not be responsible for maintenance of any area for which Developer or the Association has assumed the responsibility. In the event any dwelling remains vacant, for a period of forty-five (45) days, Developer or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot in order to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.

(b) **By Developer or the Association.** Developer or the Association shall have the right at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings, on any property within the Subdivision other than on a Lot (except as otherwise

**SUPPLEMENTAL DECLARATION TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH HEIGHTS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF RESTRICTONS, COVENANTS AND CONDITIONS FOR SAVANNAH HEIGHTS SUBDIVISION is made and executed by Morelock-Ross Properties, Inc., a Missouri Corporation, Majority Lot Owners, (herein after "Developer") this 6th day of July 2010.

WITNESSETH:

WHEREAS, the Developer has previously recorded the final plat for SAVANNAH HEIGHTS SUBDIVISION, and has declared that property is subject to the Declaration of Covenants, Conditions and Restrictions for SAVANNAH HEIGHTS SUBDIVISION recorded at Book 2004 and Page 044576-04 in the Greene County Recorder's Office.

WHEREAS, Article X, Section 3(b) of said Covenants, Conditions and Restrictions grant the Developer, the right to amend the restrictions in whole or in part, under the terms and conditions of the Covenants, Conditions and Restrictions.

WHEREAS, The Developer is amending the following Articles of the Restrictions, recorded the 1st day of August 2004 at Book 2004 and Page 00456-04 in the Greene County Recorder's Office.

ARTICLE VIII, SECTION 7, Trailers and Motor Vehicles.

No mobile or motor home, recreational vehicle, trailer of any kind (except those owned or approved by Developer and used as field sales or administrative offices), truck (larger than ½ ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided however, that the provision of this paragraph shall not apply to vehicle emergency repairs, sales and administrative offices, or temporary construction offices, or temporary construction shelters or facilities maintained during and used exclusively in connection

with, the construction of any improvement approved by the Design Committee and provided, Moreover, that the provision of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

ARTICLE VIII, SECTION 29, Swimming Pools

Above ground swimming pools shall only be approved by the Design Committee if erected within the boundaries of a privacy fence and may not be visible from any neighboring property.

IN WITNESS WHEREOF, The undersigned being the Developers herein, has hereunto set its hand and seal this 6th day of July 2010.

MORELOCK-ROSS PROPERTIES, INC.
A Missouri Corporation

Wayne D. Morelock
Wayne D. Morelock, President

Kenneth E. Ross
Kenneth E. Ross, Vice President

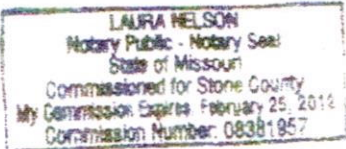
State of Missouri)
)ss.
County of Greene)

On this 6th day of July 2010, before me personally appeared Wayne D. Morelock and Kenneth E. Ross, did state that they are the President and Vice President of Morelock-Ross Properties, Inc., that the seal affixed to this instrument is the corporate seal of said corporation, by authority of its Board Of Directors and the said President and Vice President acknowledged said instrument to be the free act and deed of said corporation.

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

Laura Nelson
Notary Public

My Commission Expires:



provided herein), and on such easements over an Owner's Lot as may have been granted to Developer or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Developer or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

(c) **Cost of Maintenance.** The cost of any maintenance, referred to above, by the Developer or the Association shall be assessed against the subject Lot as a lien, and shall be enforceable in the same manner as any other assessment, as provided for in Article VII above.

10. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

11. **Repair of Buildings.** No building or structure upon any Lot within the Subdivision shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

12. **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and **no burning in the open will be permitted.** Although the Association shall make arrangement for regular, normal trash collection, each Lot owner shall be responsible for the removal of all additional and extras rubbish, trash, grass clippings, leaves, and other garbage from his or her Lot. All rubbish, trash and garbage shall be removed from each Lot at least one (1) time per week either by or on behalf of the Owner of each such Lot.

13. **Clothes Drying Facilities.** Permanent outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Subdivision unless they are erected, placed and maintained exclusively within an area not visible from Neighboring Property. Temporary lines or facilities shall be taken down immediately after the drying or airing task is completed

14. **Encroachments.** No tree, shrub, or planting of any kind on any Lot within the Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Design Committee.

15. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such Lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

16. **Restriction on Further Subdivision.** No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing or separating into smaller Lots or parcels any property owned by Developer. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an Owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

17. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except:

(a) One sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) Signs used by a builder to advertise the property during the construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;

(d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or owners and/or the dwelling unit number.

18. **Dwelling Size.** The Design Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures. Developer reserves the right to establish minimum square footage requirements.

19. **Building Location.**

(a) No building shall be located nearer to any lot line than the minimum set back line and side lines shown on the recorded plat of the Subdivision, or any additions thereto.

(b) Building location (horizontal and vertical) must be approved by the Design Committee.

20. Fences.

(a) Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Design Committee upon submission of plans and specifications.

(b) Privacy fences may not exceed seventy-two (72) inches in height.

(c) There shall be no chain link fences.

(d) No fences in the Subdivision shall extend nearer to the front wall of a house than fifty percent (50%) of the distance between the rear wall of the house on each side to the front wall of the house on each side, without prior approval of the Design Committee. Supporting structures on all fences shall be placed on the side of the fence facing the property of the Owner building the fence. On corner Lots the fence may extend from the house toward the street a maximum of five (5) feet, but said fence must run parallel with the edge of said street.

(e) No fence or hedge shall be permitted between the front wall of the structure and adjoining street or across the front yard.

(f) No fence shall be erected or maintained so that it abuts and parallels any Common Area fence.

(g) No fence shall be erected or maintained adjacent to any existing fence. Any such existing fence shall first be removed. Any such removal of an existing fence shall not be effected without prior approval by the Design Control Committee.

21. Easements. Easements are reserved as shown upon the recorded plat of the Subdivision, and shall be on any additions thereto.

22. Soil Removal. Soil may not be removed from the Subdivision without consent of the Developer.

23. Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

24. **Improvements.** Purchasers shall, within one year after the date of commencement of construction of improvements, complete said improvements. If said improvements are not completed within said one year period, the Developer shall have the option to repurchase said Lot for a sum equal to the original purchase price. Reasonable extensions of time in which to complete improvements may be requested from Developer, who, in its sole discretion may or may not grant such an extension of time.

25. **Basketball Goals.** No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner Lot. Mobile basketball goals shall be permitted within the parameters of each driveway to each Lot.

26. **Outside Lighting.** Except as may be initially installed by Builder and Developer, no spotlights, floodlights or similar type high intensity lighting (including mercury vapor or sodium vapor lighting) shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Design Committee. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed. No lighting shall be installed on or around the Common Area tennis courts, if any.

27. **Mailboxes.** Mailboxes shall be of the design, materials and specifications approved by the Design Committee. Each Owner shall be responsible for the installation and construction of such mailbox which shall be completed prior to occupying the residence.

28. **Roofs.** All roofs shall have an exterior surface which shall be approved by the Design Committee, in its sole discretion.

29. **Swimming Pools.** No above-ground swimming pools shall be approved by the Design Committee.

30. **Tennis Courts.** No private tennis court shall be approved by the Design Committee.

31. **Solar Collectors.** The construction, installation and location of solar collectors shall be permitted only upon advance approval by the Design Committee.

32. **Remedies.** In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written notice of violation. Said notice of violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said notice.

If, after a reasonable time has lapsed from the date of said notice, the violation has not been voluntarily terminated by the owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said owner for the purpose of removing

and/or terminating the cause of said violation. If by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VII for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being committed, and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

In the event that the Board does not elect to exercise its authority of enforcement as set forth above, then the Developer or any other Owner or Owners shall have the right to pursue, at law or in equity, any remedy for enforcement of these covenants which remedy is hereby specifically granted by this Section. In the event that it is necessary for the Association, Developer or any Owner or Owners to retain the services of legal counsel in an attempt to enforce these covenants, the enforcing parties or party shall be entitled to reimbursement of all litigation costs, including reasonable attorney's fees and courts costs, with such reimbursement being awarded by way of judgment against the Owner or Owners responsible for any such violation or violations.

ARTICLE IX

CARE OF COMMON AREAS

1. **Maintenance by Association.** The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (i) the last plans thereof approved the Board of Directors, (ii) the original plans for the improvements, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, or parking area.

(c) Place and maintain upon any such area such signs as the Board of Directors

may deem appropriate for the proper identification, use and regulation thereof.

(d) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

(e) The Board shall be the sole judge as to the appropriate maintenance of all grounds within and improvements upon the Common Area, including common area fences.

2. **Maintenance by City of Republic.** The property shall also be subject to the rights of the City of Republic pursuant to Republic Zoning Ordinance Chapter 425, as amended from time to time, to serve notice upon the Owners of any failure to maintain the Common Area, to enter upon the Common Area and maintain the same, and such other actions authorized by the above-described Zoning Ordinance. These provisions may not be amended, deleted, or in any other manner other wise modified without the express, written consent of the City Council of Republic, Missouri.

3. **Damage or Destruction of Common Area by owners.** In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE X

GENERAL PROVISIONS

1. **Enforcement.** The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Supplemental Declarations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned ten (10) year period by an instrument in writing executed by the Association, subject to the approval of the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, whichever is less.

(d) Any provisions of this Declaration which would provide for the elimination of the Homeowners Association's duties to maintain the common areas or any amendment of this Declaration which would alter any obligation by the Developer, Association or any owner to maintain the common areas including, but not limited to the storm water detention facilities, drainage or detention areas, detention ponds, sediment basins or flood plain in any areas designated as "common area" on the plat of Savannah Heights Phase I subdivision shall require written approval of Republic, Missouri, or such other governmental subdivision as shall have jurisdiction at such time, before it shall become effective. Further, no amendment of this Declaration shall be made or Articles of Dissolution filed with the Missouri Secretary of State to dissolve the Association without the prior written consent of Republic, Missouri or such other governmental subdivision as may have jurisdiction at such time. Further, no amendment of the Covenants and Restrictions of this Declaration shall be effective until it is recorded in the Recorder of Deeds of Greene County, Missouri.

4. **Violations and Nuisances.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agent of any of the above, may enforce by self-help any of the provisions of these Restrictions.

5. **Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

6. **Remedies Cumulative.** Each remedy provided by these Restrictions is cumulative and not exclusive.

7. **Delivery of Notices and Documents.** Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, as to any Owner, to the address of any Lot within the Subdivision, owned, in whole or in part, by him or her, or to any other address last furnished by an Owner to the Association.

8. **The Declaration.** By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself, herself or itself, and their heirs, personal representatives, successors, transferees and assigns, binds them and the subject Lot(s) to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and that all Covenants, Conditions and Restrictions set forth are acceptable and reasonable to further the purposes of the Association.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 1st day of August, 2004.

MORELOCK-ROSS PROPERTIES, INC.,
a Missouri Corporation



By: *Wayne D. Moods*
Its President

STATE OF MISSOURI)
) ss.
County Of Greene)

On this 1st day of August, 2004, before me personally appeared Wayne D. Nowak to me personally known, who being duly sworn, did state that he is the President of Morelock-Ross Properties, Inc., that the seal affixed to this instrument is the corporate seal of said corporation, by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

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

LIZABETH HELWIG
Notary Public - Notary Seal
STATE OF MISSOURI
GREENE COUNTY
My Commission Expires July 30, 2007

Lizbeth Helwig
Notary Public

My Commission Expires: July 30, 2007

EXHIBIT "A"

Legal Descriptions for Savannah Heights Phase I

The Final Plat of Savannah Heights Phase I, a subdivision in Greene County, Missouri as recorded in the Greene County Recorder of Deeds Office at Book ~~4476~~, Page ~~4141~~

Plat Book 44-76

2004 / 40750-04

Morelock Ross Properties
722-B W Olive St
Springfield MO 65802

**BY-LAWS
OF
SAVANNAH HEIGHTS PHASE I & II
PROPERTY OWNERS ASSOCIATION**

A Missouri Nonprofit Mutual Benefit Corporation

Effective: 9-29, 2009

**ARTICLE I
PURPOSE AND RESTRICTIONS**

The purposes of the Corporation shall be those non-profit purposes stated in the Articles of Incorporation, as may be amended. No part of the net earnings or other assets of the Corporation shall inure to the benefit of, be distributed to or among, or revert to any member of the board of directors, any officer, contributor or other private individual having, directly or indirectly, any personal or private interest in the activities of the Corporation, except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the non-profit purposes stated in the Articles of Incorporation.

In addition, the Corporation will administer Savannah Heights Phase I and II Property Owners Association (the "Association") pursuant to the terms and conditions set forth in the Declaration of Covenants, Conditions and Restrictions for Savannah Heights Phase I and II, Subdivision (the "Declaration") which is attached hereto as Exhibit "A", and made a part hereof. In the event of any inconsistency between the Articles of Incorporation and the Bylaws, the terms of the Articles of Incorporation shall govern. In the event of any inconsistency between the Declaration and the Bylaws the Declaration shall control. For purposes of interpretation all terms or phrases defined in the Declaration and any amendments thereto shall have the same meaning in the Articles of Incorporation and Bylaws of the Association.

**ARTICLE II
OFFICE**

The principal office of the Corporation in the State of Missouri shall be located at 722-B West Olive, Springfield, Missouri 65806. The Corporation may have such other offices within or without the City of Springfield as may be required.

**ARTICLE III
MEMBERSHIP**

The Corporation shall have members which are made up of Lot owners, which are subject to assessment by the Association, as defined in the Declaration.

ARTICLE IV
PROPERTY RIGHTS

A. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. Right to Dedicate or Transfer Common Areas. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes.

2. Enforcement. The right of the Association to promulgate and enforce the rules and regulations in connection with the Declaration and the Properties it covers or any additions that might be added in the future.

ARTICLE V
BOARD OF DIRECTORS

A. Management. The affairs of the Association shall be managed, supervised and controlled by the Board of Directors. The Board of Directors shall consist of not less than three (3) Directors. The initial Board of Directors shall be Wayne D. Morelock, James L. Sivils, III, and Dianne Rankin, who shall hold office until their successors are elected and qualified.

B. Term and Election. The initial Board of Directors shall serve for terms of one (1) year from the date of Incorporation, or until such time as successors are elected and qualified. Each Director shall be elected by a majority vote of the Members entitled to vote at such meeting. Any Director may succeed himself or herself indefinitely. A Director may be removed from the Board, for any cause, by a majority vote of the Members. In the event of a vacancy on the Board of Directors due to death, resignation or removal, such vacancy, for the unexpired term, shall be filled by a majority vote of the Members entitled to vote at any special meeting called for such purpose. There shall be no cumulative voting for Directors.

C. Meetings. The Annual Meeting of the Board of Directors shall be held on the ^{1st} day of the month of June, and all meetings of the Board, regular or special, shall be held at the principal office of the Association, or at such time and place within or without the State of Missouri as shall be designated by the President or if not designated by the President, then as determined by the Board of Directors. The annual meeting shall be held for the purpose of electing officers and Directors and transacting such other business as may come before the meeting. Special meetings of the Board of Directors may be called by or at the request of the President, or in the President's absence by the Vice President, or by any two Directors.

Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in

can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Any action which is required to be or may be taken at a meeting of the Directors, or of any committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board or of the committee as the case may be. The consent shall have the same force and effect as a unanimous vote at a meeting duly held, and may be stated as such in any certificate or document. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

D. Notice. Notice of any annual or special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Director at such Director's business or home address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

E. Quorum. Two-thirds of the incumbent members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors unless a greater number is required under the Articles of Incorporation, these Bylaws or any applicable laws of the State of Missouri.

G. Committees. The Board of Directors may by resolution adopted by a majority of the Directors in office to establish one or more committees, each of which shall consist of two or more Directors, under such terms and with such powers as shall be specified in such resolution.

ARTICLE VI

DUTIES AND POWERS OF THE BOARD OF DIRECTORS

A. Duties. It shall be the duty of the Board of Directors to enact, perform, and enforce the terms, covenants, restrictions, and conditions set forth in the Declaration and the Articles of Incorporation. In addition, it shall be the Board of Directors' obligation to conduct and administer the business affairs of the Association on a routine and timely basis.

B. Powers. In addition to those powers granted by law, the Board of Directors shall have the power to do any and all lawful things which may be required, authorized or permitted to be done by the Association in accordance with the Declaration, the Articles of Incorporation or Bylaws, and to carry out any other actions that may be incidental thereto.

ARTICLE VII
MEMBER MEETINGS

A. **Annual Meetings.** The annual meeting of the Members shall be held at such date and time as the Board shall determine.

B. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by any Director, or upon written request of ten percent (10%) of the Members. Such written request must state the specific purposes for the special meeting. Only those matters that are within the purposes described in the special meeting notice may be conducted at a special meeting of Members.

C. **Notice of Meeting.** Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meetings, by mail, by or at the direction of the President, to each Member entitled to vote at such meeting. If a special meeting is called pursuant to a Member's request, notice shall be given within thirty (30) days of the receipt of the Member's written request for a special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at their address as it appears on the records of the corporation, with first class postage thereon prepaid.

D. **Action by Written Ballot.** Any action which may be taken at any annual, regular or special meeting of Members may be taken without a meeting as provided in accordance with Missouri law.

E. **Quorum and Vote.** A quorum at any meeting shall consist of twenty percent (20%) of the Members present in person, or by proxy, at the beginning of the meeting. With a quorum, it shall require a majority vote of the Members present, in person or by proxy to act.

ARTICLE VIII
OFFICERS

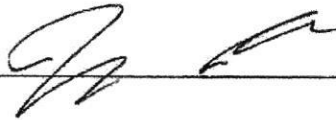
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B. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds and other evidences of indebtedness, leases and other documents as shall be required

Each person who is or was a director or officer of the Association, including the heirs, executors, administrators, or estate of such person, shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs and expenses including attorney's fees, incurred, as a result of any claim arising in connection with his or her status, as a director or officer of the Association. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which he or she may be entitled under any other bylaws or agreement, vote of disinterested directors, or otherwise, and shall not limit in any way any right that the Association may have to make different or further indemnification with respect to the same or different person or classes of persons.

Adopted 5-29-, 2009

Secretary



**BY-LAWS
OF
SAVANNAH HEIGHTS PHASE I & II
PROPERTY OWNERS ASSOCIATION**

A Missouri Nonprofit Mutual Benefit Corporation
Effective: 5-29, 2009

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C. Meetings. The Annual Meeting of the Board of Directors shall be held on the 1st day of the month of June, and all meetings of the Board, regular or special, shall be held at the principal office of the Association, or at such time and place within or without the State of Missouri as shall be designated by the President or if not designated by the President, then as determined by the Board of Directors. The annual meeting shall be held for the purpose of electing officers and Directors and transacting such other business as may come before the meeting. Special meetings of the Board of Directors may be called by or at the request of the President, or in the President's absence by the Vice President, or by any two Directors.

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can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

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D. Notice. Notice of any annual or special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Director at such Director's business or home address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

E. Quorum. Two-thirds of the incumbent members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors unless a greater number is required under the Articles of Incorporation, these Bylaws or any applicable laws of the State of Missouri.

G. Committees. The Board of Directors may by resolution adopted by a majority of the Directors in office to establish one or more committees, each of which shall consist of two or more Directors, under such terms and with such powers as shall be specified in such resolution.

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DUTIES AND POWERS OF THE BOARD OF DIRECTORS

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B. Powers. In addition to those powers granted by law, the Board of Directors shall have the power to do any and all lawful things which may be required, authorized or permitted to be done by the Association in accordance with the Declaration, the Articles of Incorporation or Bylaws, and to carry out any other actions that may be incidental thereto.

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E. Quorum and Vote. A quorum at any meeting shall consist of twenty percent (20%) of the Members present in person, or by proxy, at the beginning of the meeting. With a quorum, it shall require a majority vote of the Members present, in person or by proxy to act.

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OFFICERS

A. Number and Election. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also elect one or more additional Vice Presidents, Assistant Secretaries and Assistant Treasurers. All officers shall be elected at the annual meeting of the Board by a majority of the Board of Directors and said officers shall hold office at the pleasure of the Board for a term of one (1) year or until their successors shall have been elected and qualified. Where a vacancy occurs in an office, it shall be filled by the Board for the unexpired term. Any two or more offices, except of the offices of President and Vice President or President and Secretary, may be held by the same person.

B. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds and other evidences of indebtedness, leases and other documents as shall be required

by the Association; and, in general, the President shall perform all such other duties incident to the office of President and chief executive officer and such other duties as may from time to time be prescribed by the Board of Directors.

C. Vice President. The Vice President shall act as chief executive officer in the absence of the President and, when so acting, shall have all the power and authority of the President. Further, the Vice President shall have such other and further duties as may from time to time be assigned by the Board of Directors.

D. Secretary. The Secretary shall record and preserve the minutes of the meetings of the Board of Directors and all committees of the Board, shall cause notices of all meetings of the Board of Directors and committees to be given, and shall perform all other duties incident to the office of Secretary or as from time to time directed by the Board of Directors or by the President.

E. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall deposit such funds in such bank or banks as the Board of Directors may from time to time determine, and shall make reports to the Board of Directors as requested by the Board. The Treasurer shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Association, that reports of such transactions are presented promptly to the Board of Directors, that all expenditures are made to the best possible advantage, and that all accounts payable are presented promptly for payment. The Treasurer shall further perform such other duties incident to the office and as the Board of Directors or the President may from time to time determine.

F. Removal and Resignation. Any officer may be removed, with or without cause, by the vote of a majority of the Board of Directors at any meeting of the Board. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

ARTICLE IX GENERAL PROVISIONS

A. Association Business. Except as in these Bylaws otherwise provided or restricted, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount unless in the ordinary course of business.

B. Loans. Unless in the ordinary course of business, no loans shall be contracted on behalf of the Association and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors in accordance with the provisions of these Bylaws. To the extent so authorized, any officer or agent of the Association may effect loans and advances at any time for the Association from any bank, trust company, or other institution, or from any firm,

corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Association, and when authorized as aforesaid, may pledge, hypothecate or transfer any and all stocks, securities and other personal property at any time held by the Association, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Association, and to that end may endorse, assign and deliver the same.

C. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association with such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Association to whom such power may be delegated from time to time by the Board of Directors.

D. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, acceptances or other evidence of indebtedness issued in the name of the Association, shall be signed by the President, or in the President's absence by the Vice President, or the Treasurer or such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors in accordance with the provisions of these Bylaws. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories may be made without countersignature, by the President, Vice President or Treasurer, or by any other officer or agent of the Association to whom the Board of Directors, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Directors.

E. General and Special Bank Accounts. The Board of Directors from time to time may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as they may deem expedient.

ARTICLE X
AMENDMENTS

These Bylaws may be amended only after (1) obtaining approval of a majority vote the Board of Directors and (2) by the Members by two-thirds (2/3) of the votes cast or a majority of the votes entitled to be cast, which ever is less.

ARTICLE XI
CORPORATE SEAL

The Board of Directors may elect to adopt a corporate seal, which (if one is adopted) shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal" and "Missouri".

ARTICLE XII
INDEMNIFICATION

Each person who is or was a director or officer of the Association, including the heirs, executors, administrators, or estate of such person, shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs and expenses including attorney's fees, incurred, as a result of any claim arising in connection with his or her status, as a director or officer of the Association. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which he or she may be entitled under any other bylaws or agreement, vote of disinterested directors, or otherwise, and shall not limit in any way any right that the Association may have to make different or further indemnification with respect to the same or different person or classes of persons.

Adopted 5-29-, 2009

Secretary