



Eric Franklin, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Justin Shaw, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Daniel Harter, Ward IV

AGENDA
City Council Meeting
Municipal Court Building, 540 Civic Blvd
May 21, 2024 at 6:00 PM

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

1. Approve the May 7, 2024 City Council Minutes.
2. 24-R-23 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 2024-2025.
3. 24-R-24 A Resolution of the City Council Authorizing the City to Accept \$50,000,000 from the Missouri Department of Natural Resources Via the State Revolving Loan Fund (SRF) Program for Required Capital Improvements to the Wastewater System.

Board, Commission, and Committee Schedule

City Council Meeting	June 4, 2024
City Council Workshop	June 5, 2024 10:00 a.m.
Board of Adjustment Meeting	June 6, 2024 (Cancelled)
Planning & Zoning Meeting	June 10, 2024
City Council Meeting	June 18, 2024

Old Business and Tabled Items

4. 24-25 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), by Adding New Section 115.070 (“Consent Agenda”).
5. 24-26 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”), of the Municipal Code of the City of Republic, Missouri.
6. 24-27 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 205 (“Fire Prevention And Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri.
7. 24-28 An Ordinance of the City Council Approving the Final Plat of Olde Savannah Phase 3C Subdivision.
8. 24-29 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), of the Municipal Code of the City of Republic, Missouri.

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.**

New Business (First Reading of Ordinances)

- [9.](#) 24-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 935-937 North Main Street, from Light Industrial (M-1) to Two-Family Residential (R-2).
- [10.](#) 24-31 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 936-938 North Walnut Avenue, from Light Industrial (M-1) to Two-Family Residential (R-2).
- [11.](#) 24-32 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 918 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).
- [12.](#) 24-33 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 916 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).
- [13.](#) 24-34 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 914 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).
- [14.](#) 24-35 An Ordinance of the City Council Approving Amendment of the Zoning Classification of 0.24 Acres of Real Property Located at 480 East US Highway 60, from Two-Family Residential (R-2) to Local Commercial (C-1).
- [15.](#) 24-36 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40 Acres of Real Property Located at the Intersection of South Farm Road 101 and West Farm Road 170 from Boyce Mixed-Use Planned Development District (PDD) to Amended Boyce Mixed-Use Planned Development District (PDD).
- [16.](#) 24-37 An Ordinance of the City Council Amending Title VIII (“Fees”), Chapter 805 (“Fee Schedule”), Section 805.050 (“Buildings And Zoning”), of the Municipal Code of the City of Republic, Missouri.
- [17.](#) 24-38 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.190 (“Fats, Oils, Grease And Sand”), of the Municipal Code of the City of Republic, Missouri.

Other Business (Resolutions)

- [18.](#) 24-R-25 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Loomis Armored US, LLC for the Purpose of Safekeeping its Currency and Increasing the Level of Safety for City Employees.
- [19.](#) 24-R-26 A Resolution of the City Council Approving the Independent Audit Report for the Fiscal Year Ending December 31, 2023.
- [20.](#) 24-R-27 A Resolution of the City Council Authorizing the Issuance of a Full Notice to Proceed Pursuant to Amendment 1 to the Phase 2 Contract Price Amendment for the Wastewater Treatment Facility Expansion Project.

Reports from Staff

Adjournment



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
May 07, 2024 at 6:00 PM

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, 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 Eric Franklin at 6:00 p.m. Council Members present included Justin Shaw, Garry Wilson, Brian Fields, Justin Neal, Chris Updike, and Daniel Harter. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, Police Chief Brian Sells, City Clerk Laura Burbridge, Finance Director Bob Ford, Major Jamie Burks, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Assistant Parks and Recreation Director Jennafer Mayfield, Associate Planner Patrick Ruiz, Engineer Angel Falig, Data and Security Supervisor Michael Sallee, Planning Manager Karen Haynes, Office Manager Steffi Weaver, Operations Manager Eric Brown, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by Council Member Darran Campbell.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Eric Franklin.

Pledge of Allegiance

City Clerk Laura Burbridge swore in Council Member Darran Campbell.

Proclamations

1. Employee Appreciation Week

Mayor Eric Franklin presented the proclamation to Chief of Staff Lisa Addington.

Citizen Participation

Mayor Franklin opened citizen participation at 6:05 p.m. No one came forward so Mayor Franklin closed citizen participation at 6:05 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Fields to approve the consent agenda. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

2. Approve the April 16, 2024 City Council Minutes.
3. Approve the Vendor List.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	May 13, 2024
City Council Meeting	May 21, 2024
City Council Meeting	June 4, 2024
Board of Adjustment Meeting	June 6, 2024



Old Business and Tabled Items

4. **24-21 An Ordinance of the City Council Amending Title VII (“Utilities”) of the Municipal Code of the City of Republic, Missouri, by Adding New Chapter 720 (“Illicit Discharge Into Municipal Separate Storm Sewer System”).**

Motion was made by Council Member Updike and seconded by Council Member Neal to have the second reading of Bill 24-21 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available for any questions from the Council. Council Member Fields motioned for the passage of Bill 24-21. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

5. **24-22 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.40 Acres of Real Property Located at the 300 Block of West Broad Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).**

Motion was made by Council Member Shaw and seconded by Council Member Updike to have the second reading of Bill 24-22 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz was available for any questions from the Council. Council Member Neal motioned for the passage of Bill 24-22. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Campbell, Fields, Neal, Shaw, Updike, and Wilson. 1 Nay-Harter. Motion Carried.

6. **24-23 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Five Acres of Real Property Located near the 1100 Block of North Main Street, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H).**

Motion was made by Council Member Updike and seconded by Council Member Fields to have the second reading of Bill 24-23 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor announced we received enough protest petitions to require a supermajority vote. Council Member Harter motioned for the passage of Bill 24-23. Council Member Campbell seconded. A roll call vote was taken digitally. The vote was 1 Aye-Campbell. 6 Nay-Fields, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

7. **24-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Twenty-Five Acres of Real Property Located near the 1100 Block of North Main Street, from Agricultural (AG) to High Density Single-Family Residential (R1-H).**

Motion was made by Council Member Harter and seconded by Council Member Neal to have the second reading of Bill 24-24 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor announced we received enough protest petitions to require a supermajority vote. Council Member Fields motioned for the passage of Bill 24-24. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 1 Aye-Campbell. 6 Nay-Fields, Harter, Neal, Shaw, Updike, and Wilson. Motion Carried.

New Business (First Reading of Ordinances)

8. **24-25 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), by Adding New Section 115.070 (“Consent Agenda”).**

Motion was made by Council Member Campbell and seconded by Council Member Neal to have the first reading of Bill 24-25 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge gave an overview of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

9. **24-26 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Fields and seconded by Council Member Shaw to have the first reading of Bill 24-26 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge gave an overview of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

10. **24-27 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 205 (“Fire Prevention And Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Fields and seconded by Council Member Campbell to have the first reading of Bill 24-27 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Duane Compton gave an overview of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

11. **24-28 An Ordinance of the City Council Approving the Final Plat of Olde Savannah Phase 3C Subdivision.**

Motion was made by Council Member Wilson and seconded by Council Member Shaw to have the first reading of Bill 24-28 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Chris Wynn was available representing the developer for questions. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

12. **24-29 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Neal and seconded by Council Member Harter to have the first reading of Bill 24-29 by title only. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge gave an overview of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)

13. **24-R-20 A Resolution of the City Council Authorizing the Builds Department to Purchase Itron, Inc. Radio Endpoints for Residential and Commercial Water Meters from United Systems & Software.**

Motion was made by Council Member Fields and seconded by Council Member Updike to take up Resolution 24-R-20. Eric Brown presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

14. **24-R-21 A Resolution of the City Council Awarding the Bid for Water Main Materials for Iron Grain District Phase 2 to Springfield Winwater Works.**

Motion was made by Council Member Wilson and seconded by Council Member Campbell to take up Resolution 24-R-21. Eric Brown presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

15. **24-R-22 A Resolution of the City Council Authorizing Execution of a Memorandum of Understanding with the Republic R-III School District for the City's Use of a District Bus to Accommodate Parks and Recreation Summer Events and Programs.**

Motion was made by Council Member Wilson and seconded by Council Member Shaw to take up Resolution 24-R-22. Jennafer Mayfield presented the Resolution and answered questions of Council. The vote was 7 Aye-Campbell, Fields, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

16. **Discussion on Proposed Garage Sale Ordinance-Council Member Updike.**

CM Updike presented his proposed ordinance. David Cameron noted we will bring this topic to a future workshop for further discussion.

17. **Discussion on Engaged Neighbor Program Results-David Burton.**

David Burton presented the 2023-2024 Engaged Neighbor Program Results and proposed a 2024-2025 Engaged Neighbor Program re-engagement agreement. David Cameron reported this will be presented as a Resolution for approval at a future meeting.

Finance Report

Bob Ford presented the Quarterly Financial Report.

Reports from Staff

City Administrator David Cameron thanked Bob Ford, noting it was a lot of information, but he appreciated the coverage of the history of it. Mr. Cameron noted Bob has utilized his background and expertise to see improvements and he commended the work.

City Administrator David Cameron thanked the employees for Employee Appreciation Week, noting the work on a water main break at 0 degrees, tall grass, flooding, packets, and Chris Crosby keeping us from clicking on the wrong stuff. Mr. Cameron reminded everyone of the Employee Appreciation Picnic on Friday.

City Administrator David Cameron noted we have a work session coming up. He also reported back on the table top exercise with the school district for emergency preparedness, adding they did a train

derailment scenario and will do a tornado event next. Mr. Cameron noted we continue to work through what we would need to do for different disasters, adding it was 4 hours for the first session but provides good processing and training. Mr. Cameron assured the community we are being proactive in the event of these disasters. This was a 50/50 cost share with the school district. We will bring a report to Council when it is completed.

City Administrator David Cameron noted at the last meeting there was conversation regarding broadband. Mr. Cameron noted we have been working with different grants, including a call with AT&T regarding the BEAD grant. Mr. Cameron noted it was posted on Facebook, and we had some challenging results regarding underserved areas of the community. Mr. Cameron shared his appreciation for the call with AT&T and staff for working proactively with them.

City Administrator David Cameron thanked staff for the great job tonight, noting we need to work on the post-covid purchasing as Eric's item was only \$2,000 over our purchasing authority.

Council Member Neal noted he looks forward to the Drury revitalization summary, adding it was neat to see what they came up with. Mr. Neal noted we need to come together to find a way to make nuisance violations a priority as we have no dedicated staff to address it. There have been ongoing issues at some properties for years and we need to make it more of a priority.

Mayor Franklin noted our staff makes this job possible. Mayor Franklin shared his appreciation for all the work of staff and noted he enjoys highlighting the work staff does. Mayor Franklin noted he and Council Member Fields got to attend the Lauber training, adding it was great information and he was thankful for that opportunity.

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. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed Session. Closed Vote. Closed Record.

Motion was made by Council Member Campbell and seconded by Council Member Updike at 7:40 p.m. to go into Executive Session under RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 7 Aye – Wilson, Harter, Campbell, Neal, Updike, Fields, and Shaw. 0 Nay. Motion carried.

Motion was made by Council Member Shaw and seconded by Council Member Updike to adjourn the Executive Session Meeting at 8:11 p.m. A roll call vote was taken. The vote was 7 Aye – Campbell, Harter, Updike, Neal, Shaw, Fields, and Wilson. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Eric Franklin, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-23 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 2024-2025.

Submitted By: Bob Ford, Finance Director

Date: May 21, 2024

Issue Statement

Authorization for City Administrator, David Cameron to enter into an agreement with Midwest Public Risk for Property and Liability Insurance for the period July 1, 2024 through June 30, 2025.

Discussion and/or Analysis

Midwest Public Risk (“MPR”) is the current underwriter for the City of Republic’s (the “City”) property and liability insurance coverage, brokered through Higginbotham Insurance. MPR is:

- Not an insurance company under the traditional definition, but rather a State authorized insurance pool for municipalities.
- Authorized under Missouri State Statute Section 537.620 which allows for political subdivisions to jointly create an entity to provide insurance, where the entity created is not deemed an insurance company or insurer and where such entities are exempted from competitive bidding as per the Statute.

The City received a renewal invoice for continued coverage for the term July 1, 2024 through June 30, 2025, which included a year over year premium increase of \$89,870 or 27.4%. A Coverage/Cost Comparison of FY 2023 versus FY 2024 is provided below.

Property Description	FY 2023		FY 2024		FY 2024 vs FY 2023	
	Coverage	Cost	Coverage	Cost	Incremental Coverage	Incremental Cost
Buildings	\$59,935,93	\$140,919	\$90,359,552	\$182,636	\$30,423,61	\$41,717
Contents	\$4,310,140	\$10,134	\$4,917,603	\$9,939	\$607,463	(\$195)
Electronics	\$642,227	\$1,510	\$799,303	\$1,616	\$157,076	\$106
Vehicles	\$6,691,139	\$15,732	\$7,205,088	\$14,563	\$513,949	(\$1,169)
Equipment	\$3,979,776	\$9,357	\$3,617,767	\$7,312	(\$362,009)	(\$2,045)
Other Property	\$1,815,430	\$4,268	\$1,797,930	\$3,634	(\$17,500)	(\$634)
TOTAL Property	\$77,374,65	\$181,920	\$108,697,24	\$219,700	\$31,322,59	\$37,780
	1		3		2	

Employee



Liability

TOTAL 						
Employee	\$8,754,520	\$146,512	\$11,032,374	\$198,602	\$2,277,854	\$52,090
GRAND TOTAL	\$328,432		\$418,302		\$89,870	

Premium increase highlights:

- Forty-two percent of the year over year premium increase is due entirely to increased insured values for the City’s buildings.
 - In summer 2023, MPR engaged a commercial appraiser to update appraisals on our buildings. Insured values are driven by the cost to rebuild at today’s cost of labor & materials.
 - The increase in insured values is a direct result of those updated appraisals.
- Fifty-eight percent due to increased payroll, driven by an increase in the number of employees and the average base salary per employee.
- When compared to FY 2024 Budget, the MPR premium represents an unbudgeted shortfall of \$33,143. However, the City has expense savings in other budgeted categories that will offset this incremental premium expense.
- Furthermore, the shortfall will be updated in our upcoming Budget Amendment.

Annual Premium Comparison

FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	2024	
\$222,641	\$239,339	\$255,529	\$270,184	\$328,432	\$418,302	
% Increase	7.5%	6.8%	5.7%	21.6%	27.4%	

Recommended Action

- Staff recommends approval of the renewal with MPR as the property and liability underwriter for this upcoming renewal period (July 1, 2024 – June 30, 2025).
- Additionally, staff recommends that the City bid the insurance coverage for FY 2025 (July 1, 2025 through June 30 2026). City staff will begin that process in January 2026.

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 2024-2025

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 2024-2025; 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 2024-2025.

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 and/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 \$418,302.00.
- 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 _____, 2024.

Attest:

Eric Franklin, 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:

PL20240510.88
 5/10/2024
 June 30, 2024

Item 2.

Robert J. Ford
 Republic, City of
 213 N Main St
 Republic, MO 64738

FY 24-25 PROPERTY AND LIABILITY CONTRIBUTIONS

Effective Date 7/1/2024
 Expiration Date 7/1/2025

Republic, City of
 (MPR 140)

FY 24-25 Contributions Summary (detail on next page)	
Property Contributions	\$219,700.00
Liability Contributions	\$198,602.00
Total Property and Liability Contributions Due	\$418,302.00

Notes:

- Property pricing was determined using property values as of May 9, 2024
- Fleet Auto ID cards, Coverage Summaries, Coverage Documents and Certificates will be emailed prior to July 1, 2024

To view MPR W-9, Click on the link below:



MPR W-9

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 24-25 Property and Liability Contributions Detail
(MPR 140)

FY 24-25 Property Contributions Detail		
Property Description	Total Insured Values	Member Contribution
Buildings	\$90,359,551.55	\$182,636.00
Contents	\$4,917,602.80	\$9,939.00
Electronics-EDP	\$799,303.31	\$1,616.00
Vehicles-APD	\$7,205,088.39	\$14,563.00
Boats	\$ 0.00	\$ 0.00
Equipment - Inland Marine	\$3,617,767.16	\$7,312.00
Other Property	\$1,797,930.00	\$3,634.00
Total - Property	\$108,697,243.21	\$219,700.00

FY 24-25 Liability Contributions Detail		
Coverage Description	Liability Payroll	Member Contributions
Total Payroll	\$11,032,374.00	
Total – Liability		\$198,602.00

Total Property and Liability Contributions	\$418,302.00
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AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-24 A Resolution of the City Council Authorizing the City to Accept \$50,000,000 from the Missouri Department of Natural Resources Via the State Revolving Loan Fund (SRF) Program for Required Capital Improvements to the Wastewater System.

Submitted By: Bob Ford | Finance Director

Date: May 21, 2024

Issue Statement

A Resolution of the City Council of the City of Republic Authorizing The City Of Republic To Accept \$50,000,000 From The Department Of Natural Resources Via The State Revolving Fund (SRF) Loan Program For Required Capital Improvements To The Wastewater System.

Discussion and/or Analysis

After completion of the wastewater master plan and the execution of an Abatement Order on Consent (AOC) with MDNR, the City identified a capital program of \$150 million necessary to become compliant and meet capacity requirements of the wastewater system. To meet the requirements of the AOC, the City must eliminate the stormwater bypass no later than April 1, 2025. In addition, new permit limits for phosphorous removal and blended stormwater require that the treatment plant be upgraded and expanded for capacity and capability, collectively referred to as the Wastewater Treatment Plant Project (“WWTP”).

With regards to funding the capital requirements for the WWTP, the City:

- Borrowed \$45.4 million via the Series 2022 tax exempt bonds; and
- Received grant commitments from the Missouri Department of Natural Resources (“MDNR”) for \$50 million.

The current funding deficit for the total capital requirement for the WWTP is approximately \$45 million. As discussed in prior meetings, and as approved by Council, the City applied for \$50 million in additional funding from the SRF administrator via the MDNR to complete that last tranche of funding necessary to complete the WWTP.

- SRF funding is offered at a lower interest rate than debt issued at existing tax-exempt rates. The projected interest rate is 2% for debt amortized over a 27-year period, which will save the City approximately \$1M in annual interest when compared to debt issued at current market rates.
- To meet the SRF application requirements, the City had to demonstrate that the rates necessary to fund the debt service were approved by Council, along with an implementation timeline so that the new rate structure was in place in time to fund the incremental debt service. To that end, the necessary rate plan and timeline was approved by Council on February 20, 2024.



In the meantime, the City will continue to pursue additional funding alternatives to potentially offset the necessary rate increases to fund the debt service associated with the SRF funding. Should the City secure additional grant funds or revenue sources:

- If the City has only drawn a portion of the \$50 million, there is no obligation to draw the full amount nor is there a penalty assessed for not drawing the full amount.
- Furthermore, the City can prepay any amount of the SRF debt without penalty at any time.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT \$50,000,000 FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES VIA THE STATE REVOLVING LOAN FUND (SRF) PROGRAM FOR REQUIRED CAPITAL IMPROVEMENTS TO THE WASTEWATER SYSTEM

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, pursuant to an Abatement Order on Consent (“Consent Order”) between the City and the Missouri Department of Natural Resources (“MDNR”), the City is required to bring its wastewater treatment system (“WWTS”) into compliance within a specific timeline set in the Consent Order; and

WHEREAS, the City is currently in the process of making the necessary improvements included in Phase 2 of the WWTS project under the Consent Order; and

WHEREAS, on February 20, 2024, via 24-R-07, the Council authorized the City to apply to the MDNR for State Revolving Loan funds (“SRF”), in furtherance of the City’s ongoing efforts to secure the remaining funding needed to complete the work in Phase 2; and

WHEREAS, the City has now been approved for SRF funds in the amount of \$50,000,000 and is prepared to accept and receive those funds, to be used toward the remaining improvements to the WWTS; and

WHEREAS, having reviewed the materials submitted and considered presentation(s) by City staff, the Council believes it is in the City’s best interest to authorize the City to accept the \$50,000,000 from the MDNR’s SRF program, to be used to help offset the cost of the WWTS improvements to the City and to its citizens.

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

- Section 1.** The City Administrator, or his designee, on behalf of the City, is authorized to execute any documents necessary to accept \$50,000,000 from the Missouri Department of Natural Resources’ State Revolving Fund Program, to be used in connection with completion of Phase 2 of the wastewater treatment system improvements and otherwise in accordance with all applicable conditions and restrictions.
- Section 2.** The City Administrator, or his designee, on behalf of the City, is authorized to take all other necessary and reasonable 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-25 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), by Adding New Section 115.070 (“Consent Agenda”).

Submitted By: Laura Burbridge, City Clerk
Megan McCullough, City Attorney

Date: May 21, 2024

Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

Discussion and/or Analysis

This code change specifies the procedure for items being placed on the Consent Agenda, authority of a Council Member to remove it for discussion, and procedure for voting, specifically if the vote for one item is different than the other items on the Consent Agenda. Redline changes are as follows:

Chapter 115 Mayor And City Council

Article 115-II City Council Meetings

115.070 Consent Agenda

- A. The consent agenda shall be prepared by the City Clerk in accordance with Section 3.10 of the Charter.
- B. An item of business may be placed on the consent agenda at the discretion of City staff or the Mayor, provided no prior request has been made by a Councilmember or member of the public for discussion on the item.
- C. An item of business placed on the consent agenda may be removed from the consent agenda to allow for debate and discussion thereon at any time prior to approval of the consent agenda.
- D. An item of business on the consent agenda shall not be open for debate or discussion unless the item has been properly and timely removed from the consent agenda pursuant to this Section.
- E. Upon request by any Councilmember, an item of business on the consent agenda shall be automatically removed from the consent agenda to allow for debate and discussion thereon.
- F. After the consent agenda is approved at the City Council meeting, no item of business shall be removed therefrom except upon suspension of City Council rules.
- G. Items of business contained on the consent agenda shall be voted upon by the Council considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters,



except nothing contained in this section shall be construed to prohibit a Councilmember from voting individually on each separate item shown on the consent agenda.

- H. A vote by a Councilmember for the approval of the consent agenda shall be construed to mean that the Councilmember has requested that his vote be recorded as an aye vote for each separate item on the consent agenda and shall be recorded as such. A vote against approval of the consent agenda shall be recorded as a nay vote on each item placed on the consent agenda and shall be recorded as such. However, a Councilmember, when casting an aye vote or nay vote, may specifically exclude from the vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the City Clerk shall record the exceptions accordingly.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-II (“CITY COUNCIL MEETINGS”), BY ADDING NEW SECTION 115.070 (“CONSENT AGENDA”)

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 routinely reviews its Municipal Code to ensure conformity with governing state and federal law, enhance clarity, and eliminate ambiguity, as well as to the further promote the City’s mission, vision and values in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the Council now finds it necessary and appropriate to adopt certain amendments to the Municipal Code adopting procedures for the Consent Agenda.

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

Section 1: Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), is hereby amended to add new Section 115.070 (“Consent Agenda”), to read as follows:

Chapter 115 Mayor And City Council

Article 115-II City Council Meetings

115.070 Consent Agenda

- A. **The consent agenda shall be prepared by the City Clerk in accordance with Section 3.10 of the Charter.**
- B. **An item of business may be placed on the consent agenda at the discretion of City staff or the Mayor, provided no prior request has been made by a Councilmember or member of the public for discussion on the item.**
- C. **An item of business placed on the consent agenda may be removed from the consent agenda to allow for debate and discussion thereon at any time prior to approval of the consent agenda.**
- D. **An item of business on the consent agenda shall not be open for debate or discussion unless the item has been properly and timely removed from the consent agenda pursuant to this Section.**
- E. **Upon request by any Councilmember, an item of business on the consent agenda shall be automatically removed from the consent agenda to allow for debate and discussion thereon.**
- F. **After the consent agenda is approved at the City Council meeting, no item of business shall be removed therefrom except upon suspension of City Council rules.**
- G. **Items of business contained on the consent agenda shall be voted upon by the Council considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except nothing contained in this section shall be**

construed to prohibit a Councilmember from voting individually on each separate item shown on the consent agenda.

- H. A vote by a Councilmember for the approval of the consent agenda shall be construed to mean that the Councilmember has requested that his vote be recorded as an aye vote for each separate item on the consent agenda and shall be recorded as such. A vote against approval of the consent agenda shall be recorded as a nay vote on each item placed on the consent agenda and shall be recorded as such. However, a Councilmember, when casting an aye vote or nay vote, may specifically exclude from the vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the City Clerk shall record the exceptions accordingly.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strike through font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-26 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk
Megan McCullough, City Attorney

Date: May 21, 2024

Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

Discussion and/or Analysis

This amendment provides a more specific procedure for excusing Council Member absences in accordance with the Charter. Redline changes are as follows:

115.040 Duty To Attend Meetings

A. It shall be the duty of each member of the City Council to be present at each meeting of the Council unless leave of absence is granted, or such member is sick and unable to attend. **Any absence may be excused by a majority vote of the non-absent Councilmembers at the request of the absent Councilmember.**

B. **In the event a Councilmember has been absent from three consecutive regular meetings of the Council without having been excused by the Council, the remaining Councilmembers shall vote on the matter of whether to excuse the three absences at issue at the next regular meeting following the third absence. The Councilmember with the absences shall abstain from voting on the matter, but may (1) provide written explanation to the City Clerk prior to the meeting at which the vote will take place, who shall then provide the same to the other Councilmembers, and (2) be present for the vote and participate in discussion on the matter preceding the vote. The Council may excuse such absences by majority vote of those Councilmembers present, excluding the Councilmember with the absences.**

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-II (“CITY COUNCIL MEETINGS”), SECTION 115.040 (“DUTY TO ATTEND MEETINGS”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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 routinely reviews its Municipal Code to ensure conformity with governing state and federal law, enhance clarity, and eliminate ambiguity, as well as to the further promote the City’s mission, vision and values in the best interests of the City and its citizenship body as a whole; and

WHEREAS, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to clarify the procedures for excusing Councilmember absences.

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

Section 1: Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”) is hereby amended to read as follows:

Chapter 115 Mayor And City Council

Article 115-II City Council Meetings

115.040 Duty To Attend Meetings

A. It shall be the duty of each member of the City Council to be present at each meeting of the Council unless leave of absence is granted, or such member is sick and unable to attend. **Any absence may be excused by a majority vote of the non-absent Councilmembers at the request of the absent Councilmember.**

B. In the event a Councilmember has been absent from three consecutive regular meetings of the Council without having been excused by the Council, the remaining Councilmembers shall vote on the matter of whether to excuse the three absences at issue at the next regular meeting following the third absence. **The Councilmember with the absences shall abstain from voting on the matter, but may (1) provide written explanation to the City Clerk prior to the meeting at which the vote will take place, who shall then provide the same to the other Councilmembers, and (2) be present for the vote and participate in discussion on the matter preceding the vote. The Council may excuse such absences by majority vote of those Councilmembers present, excluding the Councilmember with the absences.**

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-27 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 205 (“Fire Prevention And Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Duane Compton, Fire Chief

Date: May 21, 2024

Issue Statement

Consideration to approve Amendments to Chapter 205 Fire Prevention and Actives, specifically Section 205.070 Fireworks.

Discussion and/or Analysis

It has come to our attention that firework aerial display ordinance section 205.070 does not fit the current needs of the City and our residents therefore it needs to be amended. This ordinance was adopted 19 years ago and at that time the City did not have all the processes in place that we now have to streamline operations.

This code amendment will allow the fire department to issue an aerial display permit without the approval of the City Council. However, all applicable city departments must approve the permit before it’s issued. This will streamline the issuance of permits in the city and make it more user-friendly to our residents, social organizations, and businesses who want to have an aerial display show.

It should be noted have two or three inquiries about this in a calendar year and there are no permit fees associated with this at this time.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE II (“PUBLIC HEALTH, SAFETY AND WELFARE”), CHAPTER 205 (“FIRE PREVENTION AND PROTECTION”), ARTICLE 205-III (“FIREWORKS”), SECTION 205.070 (“FIREWORKS”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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 routinely reviews its Municipal Code (“the Code”) to ensure conformity with governing state and federal law, enhance clarity, and eliminate ambiguity, as well as to the further promote the City’s mission, vision and values in the best interests of the City and its citizenship body as a whole; and

WHEREAS, City staff have identified the need to amend the existing provisions in the Code pertaining to firework aerial displays so as to align with the current needs of the City and its residents.

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

Section 1: Title II (“Public Health, Safety and Welfare”), Chapter 205 (“Fire Prevention and Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri, is hereby amended to read as follows:

205.070 Fireworks

- A. Aerial fireworks displays ~~are allowable by civic, and social,~~ **and private** organizations including businesses **are permitted to occur** during the period of June thirtieth (30th) to July fourth (4th), inclusive, between 8:00 P.M. to 12:00 Midnight, and on such other dates as may be specifically approved and permitted ~~by order of~~ **by** the City ~~Council~~.
- B. Civic, ~~and~~ social, **and private** organizations **including businesses** desiring to hold aerial fireworks displays during the period of June thirtieth (30th) to July fourth (4th), inclusive, shall first contact the City’s Fire Department to request a permit. Upon approval, the City ~~Fire Department~~ shall issue the permit to said organization. ~~In case of a rainout,~~ **In the event an organization that has submitted a request for a permit under this Section or that has been issued a permit under this Section elects to reschedule its aerial fireworks display as the result of a rain or other inclement weather event,** said organization must inform the City ~~Fire Department~~ of the makeup date.
- C. Civil, ~~and~~ social, **and private** organizations **including business** desiring to hold aerial fireworks displays on dates other than June thirtieth (30th) to July fourth (4th), inclusive, shall make application to the City ~~Council~~ at least ~~fourteen (14)~~ **twenty-one (21) calendar** days prior to the date any such display is desired to be scheduled. Such application

shall set forth the date and times during which such display is desired to be scheduled, the specific reasons as to why the display is to be held, and such other information as the ~~Council~~ **City may will** require, including the names and addresses of all persons responsible for conducting such display. ~~If the City Council, in its discretion, is of the opinion such display would constitute a legitimate community event, it may issue a special permit authorizing the requested display. If any such display is authorized by special permit, nothing herein shall be construed as requiring the City Council to authorize a special permit to the same organization for displays desired to be scheduled in successive years. If a request for a special use permit is made less than fourteen (14) days before the event, the applicant shall be required to post a cash bond in an amount sufficient to cover any cost incurred by the City as a result of the shortened time period. Such cost shall include, but is not limited to, overtime cost, cost of cleanup, police and fire services, etc., and those costs shall be deducted from the cash bond and the balance, if any, returned to the applicant.~~ **All applicable city departments must approve the aerial display permit before it will be issued.**

- D.** ~~C.~~ Organizations holding a fireworks display must provide adequate off-street parking for the occasion and provide reasonable care to protect against health and fire hazard during the occasion.
- E.** ~~D.~~ Fireworks used by individuals within the City of Republic will be permissible only on July fourth (4th) and only between the hours of 10:00 A.M. through 12:00 Midnight.
- F.** ~~E.~~ If the user of the fireworks has a complaint submitted against his/her use of such fireworks, then the user shall be so notified by the Republic Police Department to cease and desist his/her use of said fireworks. If the user continues to use the fireworks after said notice from the Republic Police Department, then he/she shall be in violation of this Code and be cited for a nuisance and shall be brought before the Municipal Court with a penalty available as outlined in Section 100.220.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

**CITY OF REPUBLIC, FIRE DEPARTMENT
APPLICATION FOR FIREWORKS AERIAL DISPLAY**

Application for a permit for a Fireworks Display Operation shall be made with the City not less than (21) days before the scheduled event.

1. APPLICANT: _____

NAME	PHONE NUMBER	CELL NUMBER
STREET ADDRESS	CITY	STATE ZIPCODE

2. REPRESENTING: _____

NAME IN FULL	PHONE NUMBER

3. PERSON RESPONSIBLE FOR DEVISING, SUPERVISING AND DISCHARGING DISPLAY (PYROTECHNIC):

NAME	PHONE NUMBER	CELL NUMBER
STREET ADDRESS	CITY	STATE ZIPCODE

A. FEDERAL LICENSE # _____ EXPIRATION DATE: _____

B. STATE LICENSE # _____ EXPIRATION DATE: _____

C. **ATTACH COPIES OF ALL APPLICABLE LICENSES WITH THIS APPLICATION.**

4. FIREWORKS DISPLAY PARTICULARS:

A. DATE: _____ DAY: _____

B. HOURS: START SETUP _____ DISPLAY START _____ END _____

C. LOCATION: _____

STREET ADDRESS

D. PURPOSE OF DISPLAY _____

E. SOURCE OF PYROTECHNICS _____

	COMPANY NAME	PHONE NUMBER
--	--------------	--------------

STREET ADDRESS	CITY	ZIPCODE
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F. STORAGE LOCATION OF FIREWORKS PRIOR TO DISPLAY:

G. DESCRIPTION AND MAXIMUM HEIGHT OF DISPLAY (ie. 40 - 3" mortar shells, 1 - 15' flash box, etc; must list largest shells and diameter) _____

- 5. INCLEMENT WEATHER CONDITIONS CONSIDERED TO CANCEL EVENT: _____
MAXIMUM WIND CONDITION CONSIDERED ACCEPTABLE: _____
PROPOSED RAIN DATE AND TIME: _____
- 6. LIST OF NAMES OF PYROTECHNIC STAFF WORKING AT THE EVENT ON SEPARATE PAGE:
- 7. DETAILED DIAGRAM OF AREA (SEPARATE PAGE:)

APPLICANT CERTIFICATION: I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS OF MISSOURI; THAT I AM AUTHORIZED BY THE ORGANIZATION NAMED HEREIN TO ACT AS ITS AGENT FOR THE HEREIN-DESCRIBED ACTIVITY. THAT I, AND THE ORGANIZATION ON WHOSE BEHALF I MAKE THIS APPLICATION, BY FILING THIS APPLICATION, SHALL REPRESENT, STIPULATE, CONTRACT AND AGREE THAT WE WILL JOINTLY AND SEVERALLY DEFEND, INDEMNIFY, SAME AND HOLD THE CITY OF REPUBLIC HARMLESS FROM ANY AND ALL CLAIMS, SUITS, JUDGEMENTS AND LIABILITY FOR DEATH, PERSONAL INJURY, BODILY INJURY OR PROPERTY DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS PERMIT BY APPLICANT, ITS EMPLOYEES, SUBCONTRACTORS OR ASSIGNS, INCLUDING LEGAL FEES, COURT COST, OR OTHER LEGAL EXPENSES. APPLICANT, ON BEHALF OF THE ORGANIZATION FOR WHOM HE OR SHE IS ACTING, ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH TERMS OF THIS PERMIT.

DATE

SIGNATURE

NAME (PRINT OR TYPE)



DIAGRAM OF AREA OR ATTACHED AERIAL PHOTO

SHOW DISTANCES IN FEET:

- A. LAUNCH ZONE
- B. PARKING AREA
- C. VIEWING AREA

CITY OF REPUBLIC DEPARTMENT APPROVALS.

PERSON RESPONSIBLE FOR DEVISING, SUPERVISING AND DISCHARGING DISPLAY (PYROTECHNIC):

NAME & DATE

A. **BUILDS COMMENTS:** _____

APPROVED: _____ DENIED: _____ SIGNATURE & DATE: _____

PRINTED NAME: _____

B. **FIRE DEPARTMENT COMMENTS:** _____

APPROVED: _____ DENIED: _____ SIGNATURE & DATE: _____

PRINTED NAME: _____

C. **POLICE DEPARTMENT COMMENTS:** _____

APPROVED: _____ DENIED: _____ SIGNATURE & DATE: _____

PRINTED NAME: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-28 An Ordinance of the City Council Approving the Final Plat of Olde Savannah Phase 3C Subdivision.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

The City of Republic's BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of Olde Savannah Phase 3C. The associated Preliminary Plat was approved by City Council on November 14, 2023.

Discussion and/or Analysis

The Final Plat of Olde Savannah Phase 3C will legally divide approximately five point zero-two (5.02) acres of land into nineteen (19) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 763 linear feet of new street and 923 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Olde Savannah Phase 3C and has determined that it substantially conforms to the requirements of the Approved 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 Final Plat of Olde Savannah Phase 3C.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
OLDE SAVANNAH PHASE 3C 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 or about November 14, 2023, via Resolution 23-R-66, the Council approved the Preliminary Plat for Phase 3C of the Olde Savannah Subdivision; and

WHEREAS, Olde Savannah, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of Phase 3C of the Olde Savannah Subdivision; and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Olde Savannah Phase 3C Subdivision and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-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 Olde Savannah Phase 3C Subdivision have been met.
- Section 2:** That the Final Plat of Olde Savannah Phase 3C Subdivision (“Attachment 1”), expressly incorporated herein at length, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Olde Savannah Phase 3C Subdivision 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 neither the construction of structures nor the sale of lots in Olde Savannah Phase 3C Subdivision shall commence until the Final Plat of Olde Savannah Phase 3C Subdivision has been duly approved and recorded as required by law.
- 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

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

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

GENERAL NOTES:

- TOTAL AREA: 218,794 SQ FT = 5.02 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 19
- SMALLEST LOTS: LOT 7 (7,000 SQ.FT.)
- LARGEST LOT: LOT 10 (9,481 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: NOVEMBER 14, 2023
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 02224721
- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
- SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF HABERSHAM ST, WEST SIDE OF BARNARD WAY, SOUTH SIDE OF ABERCORN ST
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89
- ALL CURVED LOT LINES WITHIN THE SUBDIVISION ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS
- THE SURVEY SHOWN HEREIN IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
- DRAINAGE EASEMENTS TO BE MAINTAINED BY THE HOMEOWNER

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.

1728300178
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, MISSOURI. 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. UPON THE RECORDING OF THIS PLAT, THE LAND HEREIN DESCRIBED SHALL BE KNOWN AS OLDE SAVANNAH PHASE 3C.

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, 2024, 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: _____

PROPERTY DESCRIPTION

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

COMMENCING 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 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF THE SOUTHWEST QUARTER NORTH 02°06'26" EAST, A DISTANCE OF 516.27 FEET. THENCE LEAVING SAID WEST LINE OF THE SOUTHWEST QUARTER SOUTH 86°46'11" EAST, A DISTANCE OF 430.14 FEET. THENCE SOUTH 02°06'27" WEST, A DISTANCE OF 501.23 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER. THENCE ALONG SAID SOUTH LINE NORTH 88°48'21" WEST, A DISTANCE OF 430.11 FEET TO THE POINT OF BEGINNING. EXCEPTING ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

CONTAINING 218,794 SQUARE FEET OR 5.02 ACRES

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 3C, 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 _____, 2024.

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 _____, 2024, THE FINAL PLAT OF OLDE SAVANNAH PHASE 3C, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	39.27	150.00	15°00'00"	N85° 43' 49"E	39.16
C2	39.27	150.00	15°00'00"	N5° 23' 34"W	39.16
C3	39.27	150.00	15°00'00"	N9° 36' 26"E	39.16
C4	39.27	150.00	15°00'00"	N81° 27' 49"W	39.16
C5	145.05	50.00	166°12'59"	S47° 40' 08"W	99.28
C6	145.01	50.00	166°09'52"	S43° 25' 42"E	99.27


SURVEYORS DECLARATION:

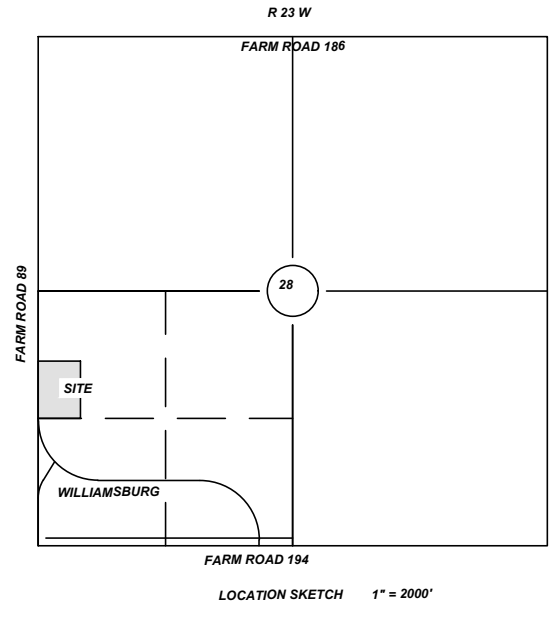
THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE PERMANENT MONUMENT AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JAMES A. VAUGHAN P.L.S. NO. 2555 IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC

DATE PREPARED: MARCH 22nd, 2024

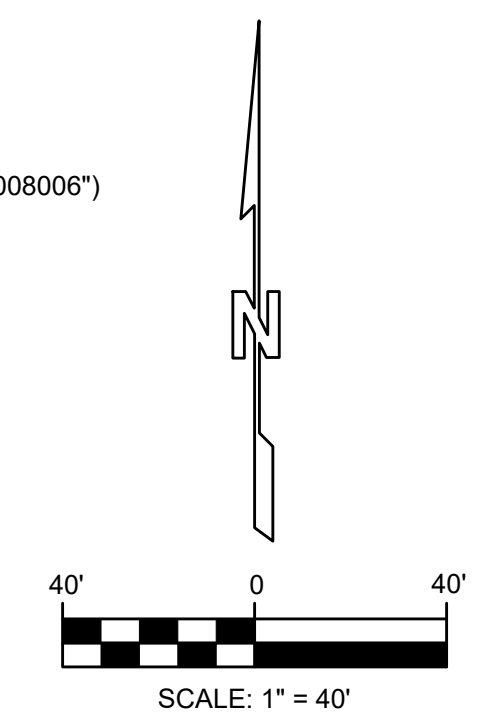
SIGNATURE: _____ MO PLS NO. 2555

DATE: _____

No.:	Revision:	Date:
FINAL PLAT OLDE SAVANNAH PHASE 3C		
SW1/4 SW1/4 SEC 28, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI		
Prepared by:  CJW CJW Transportation Consultants, L.L.C. Missouri Certificate of Authority #2007008003 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com		SCALES SHEET 1 OF 1 SHEETS FILE NO. 21151
SURVEY BY CJW DATE 03/22/24 DWG	DESIGN CJW DRAWN CJW CHECKED CJW	HORIZONTAL SCALE 1"=40' VERTICAL SCALE N/A



- ### 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"



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-29 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk
Megan McCullough, City Attorney

Date: May 21, 2024

Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

Discussion and/or Analysis

This code change specifies the criteria for emergency ordinances, along with procedure for proposing and approving the declaration of an item as an emergency. This would require a unanimous vote of all Council Members present for it to be accepted as an emergency. Redline changes are as follows:

Chapter 115 Mayor And City Council

Article 115-I Mayor And City Council – Generally

115.035 Introduction And Adoption Procedures For Ordinances

- A. Section 3.10~~1~~ of the City Charter provides for two (2) readings of an ordinance before final passage except for emergency ordinances. The vote on final passage is the vote that takes place after the second (2nd) reading of the ordinance or after the reading of an emergency ordinance.

Ordinances that may be introduced under the emergency ordinance provision include:

1. Bills concerning the immediate preservation of public peace, property, health, safety, or morals.
2. An appropriation for payment of principal or interest of the public debt.
3. An appropriation for the payment of current expenses of the city government or payment of compromise settlement of damage claims upon recommendations of the City Attorney.
4. Calling an election or providing for the submission of a proposal to the people.
5. Any ordinance fixing any tax rate or assessment.
6. Any ordinance relating to the public improvement to be paid for by special assessment.

- B. An ordinance is introduced by filing a Council bill with the City Clerk setting forth the language of the ordinance to be considered.
- C. Generally, a Council bill is to be filed before the agenda of the meeting at which the bill is to be considered is posted so that consideration of the Council bill can be set forth on the agenda unless unusual or unforeseen circumstances prevent the filing of the Council bill before the posting of the agenda. In that case, the Council bill should be filed as soon as possible with a written explanation as to the unusual or unforeseen circumstances.
- D. The call for the reading of an ordinance is by motion and second with approval of a majority of the Council. Upon approval of the call for the reading, the City Clerk may read the ordinance by title. After the reading of the bill, discussion may follow and such motions or actions may be made or taken as are deemed appropriate and within the established rules of the Council. There shall, however, be no need for a motion to approve the reading of an ordinance after the City Clerk reads the ordinance.
- E. Upon the close of discussion after the first (1st) reading of the ordinance, the matter shall be placed on the next agenda for second (2nd) reading unless otherwise directed by the Mayor ~~or by a majority~~ **with a unanimous** vote of the Council **members present to have the second (2nd) reading and passage in the same meeting**. An ordinance may be considered for emergency passage after the first (1st) reading, upon a motion and second seeking declaration of an emergency and approval by a majority vote of Council. The ordinance may then be considered for final passage pursuant to the requirements set forth in the Charter for emergency passage. If the motion for emergency consideration or if the ordinance itself fails to receive the required number of votes for emergency passage, then the ordinance shall be treated as a first (1st) reading ordinance for further consideration by Council.
- F. Upon the close of discussion after the second (2nd) reading of an ordinance or after declaration of an emergency, a motion and second to approve final passage of the ordinance shall be in order. Prior to the vote on the motion for final passage, such further discussion or action as may be deemed in order under Council rules may be allowed. Upon the close of discussion, the final passage of the ordinance shall require a majority vote of the entire Council or, in the case of an emergency ordinance, a two-thirds (2/3) vote of the entire Council shall be required for final passage. If a higher number of votes is required for a particular issue by Charter, ordinance or State law, then that number of votes shall be required for final passage of the ordinance.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-I (“MAYOR AND CITY COUNCIL – GENERALLY”), SECTION 115.035 (“INTRODUCTION AND ADOPTION PROCEDURES FOR ORDINANCES”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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 April 2, 2024, an election was held in the City of Republic wherein the citizens voted to, among other things, approve an amendment to Sections 3.10(f) and (g) of the City Charter to allow for the first and second reading of proposed non-emergency Ordinances to occur in a single open Council meeting, if approved by the Council; and

WHEREAS, on or about April 16, 2024, via Resolution 24-R-16, the Council certified the election results, officially declaring the validity of the votes cast therein; and

WHEREAS, the Council now finds it necessary and appropriate to adopt certain amendments to the Municipal Code provisions affected by the above-mentioned Charter amendment, consistent with the vote of the citizens and the newly adopted Charter language.

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

Section 1: Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), is hereby amended to read as follows:

Chapter 115 Mayor And City Council

Article 115-I Mayor And City Council – Generally

115.035 Introduction And Adoption Procedures For Ordinances

A. Section 3.10~~1~~ of the City Charter provides for two (2) readings of an ordinance before final passage except for emergency ordinances. The vote on final passage is the vote that takes place after the second (2nd) reading of the ordinance or after the reading of an emergency ordinance. **Ordinances that may be introduced under the emergency ordinance provision include:**

1. **Bills concerning the immediate preservation of public peace, property, health, safety, or morals.**
2. **An appropriation for payment of principal or interest of the public debt.**
3. **An appropriation for the payment of current expenses of the city government or payment of compromise settlement of damage claims upon recommendations of the City Attorney.**
4. **Calling an election or providing for the submission of a proposal to the people.**
5. **Any ordinance fixing any tax rate or assessment.**

6. Any ordinance relating to the public improvement to be paid for by special assessment.

- B. An ordinance is introduced by filing a Council bill with the City Clerk setting forth the language of the ordinance to be considered.
- C. Generally, a Council bill is to be filed before the agenda of the meeting at which the bill is to be considered is posted so that consideration of the Council bill can be set forth on the agenda unless unusual or unforeseen circumstances prevent the filing of the Council bill before the posting of the agenda. In that case, the Council bill should be filed as soon as possible with a written explanation as to the unusual or unforeseen circumstances.
- D. The call for the reading of an ordinance is by motion and second with approval of a majority of the Council. Upon approval of the call for the reading, the City Clerk may read the ordinance by title. After the reading of the bill, discussion may follow and such motions or actions may be made or taken as are deemed appropriate and within the established rules of the Council. There shall, however, be no need for a motion to approve the reading of an ordinance after the City Clerk reads the ordinance.
- E. Upon the close of discussion after the first (1st) reading of the ordinance, the matter shall be placed on the next agenda for second (2nd) reading unless otherwise directed by the Mayor ~~or by a majority~~ **with a unanimous vote excluding abstentions** of the Council **members present to have the second (2nd) reading and passage in the same meeting**. An ordinance may be considered for emergency passage after the first (1st) reading, upon a motion and second seeking declaration of an emergency and approval by a majority vote of Council. The ordinance may then be considered for final passage pursuant to the requirements set forth in the Charter for emergency passage. If the motion for emergency consideration or if the ordinance itself fails to receive the required number of votes for emergency passage, then the ordinance shall be treated as a first (1st) reading ordinance for further consideration by Council.
- F. Upon the close of discussion after the second (2nd) reading of an ordinance or after declaration of an emergency, a motion and second to approve final passage of the ordinance shall be in order. Prior to the vote on the motion for final passage, such further discussion or action as may be deemed in order under Council rules may be allowed. Upon the close of discussion, the final passage of the ordinance shall require a majority vote of the entire Council or, in the case of an emergency ordinance, a two-thirds (2/3) vote of the entire Council shall be required for final passage. If a higher number of votes is required for a particular issue by Charter, ordinance or State law, then that number of votes shall be required for final passage of the ordinance.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~striketrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-30 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 935-937 North Main Street, from Light Industrial (M-1) to Two-Family Residential (R-2).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

Chastain Rentals, LLC has applied to change the Zoning Classification of approximately 0.23 acres of property located at 935 & 937 North Main Street from Light Industrial (M-1) to Two-Family Residential (R-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.23 acres of land located at 935 & 937 N. Main St.; the property is currently the site of a two-family dwelling structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Light Industrial (M-1) is deemed Non-Conforming. The applicable regulations of the Light Industrial (M-1) District do not permit the use of a two-family dwelling. If approved, the application to rezone the property to Two-Family Residential (R-2) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the residential development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Light Industrial (M-1) zoned parcels bordering the west, north, and south property lines. It is also adjacent to Medium Density Single-Family Residential (R1-M) zoned parcels to the east across North Main Street.

The Two-Family Residential (R-2) Zoning District is intended to permit and establish regulations for two-family residential dwellings. The land uses along the western side of Main Street and the abutting block of Walnut Avenue are residential.

Such rezoning would be compatible with the surrounding area.

Capacity to Serve Potential Development and Land Use**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main across Main Street. Effluent would travel through gravity lines to the Evergreen Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 4" main along Main Street.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property has access off Main Street, an arterial class road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.23 ACRES OF REAL PROPERTY LOCATED AT 935-937 NORTH MAIN STREET, FROM LIGHT INDUSTRIAL (M-1) TO TWO-FAMILY RESIDENTIAL (R-2)

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, Chastain Rentals, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.23 acres, located at 935-937 North Main Street (“the Property”), from Light Industrial (M-1) to Two-Family Residential (R-2), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.23 acres, located at 935-937 North Main Street in Republic, Missouri, more fully described in the legal description herein below, from Light Industrial (M-1) to Two-Family Residential (R-2):

ALL OF LOT TWO (2), IN COHICK’S NORTHSIDE FIRST ADDITION, REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
CHASTAIN RENTALS LLC

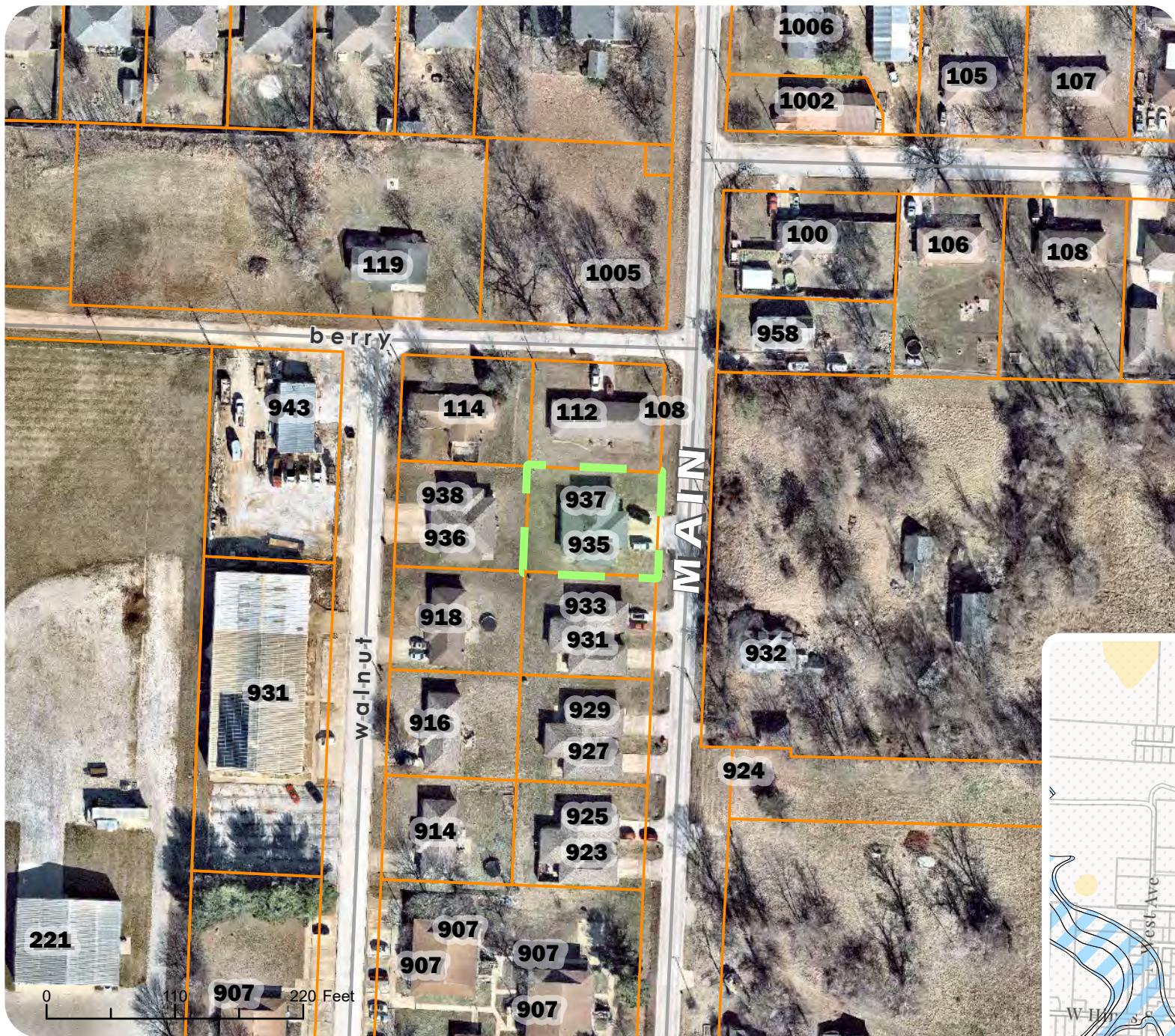
ADDRESS
 935 - 937 N. Main St.

ZONING
 M-1 | REQUESTED: R-2

PIN
 1718401014

WARD
 2

ACREAGE
 0.23



935 - 937 N. MAIN. ST.
REZN 24-006 | REZONE

Site Extent
 Sinkholes
 Out of City
 Floodplain

Owner/Applicant
CHASTAIN RENTALS LLC

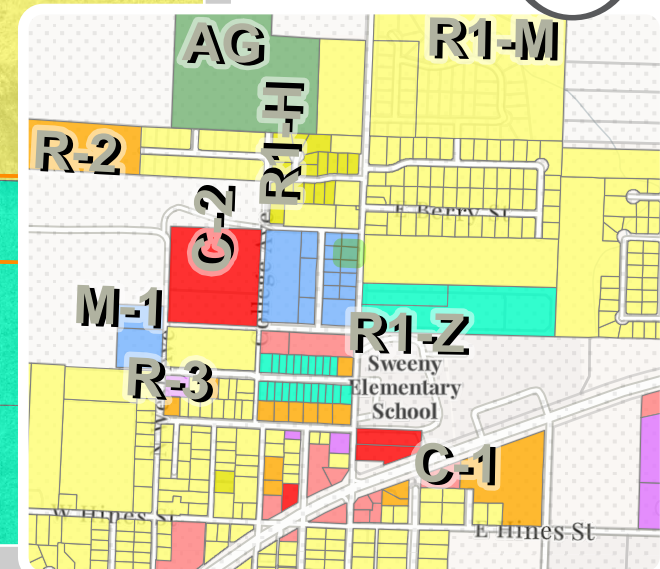
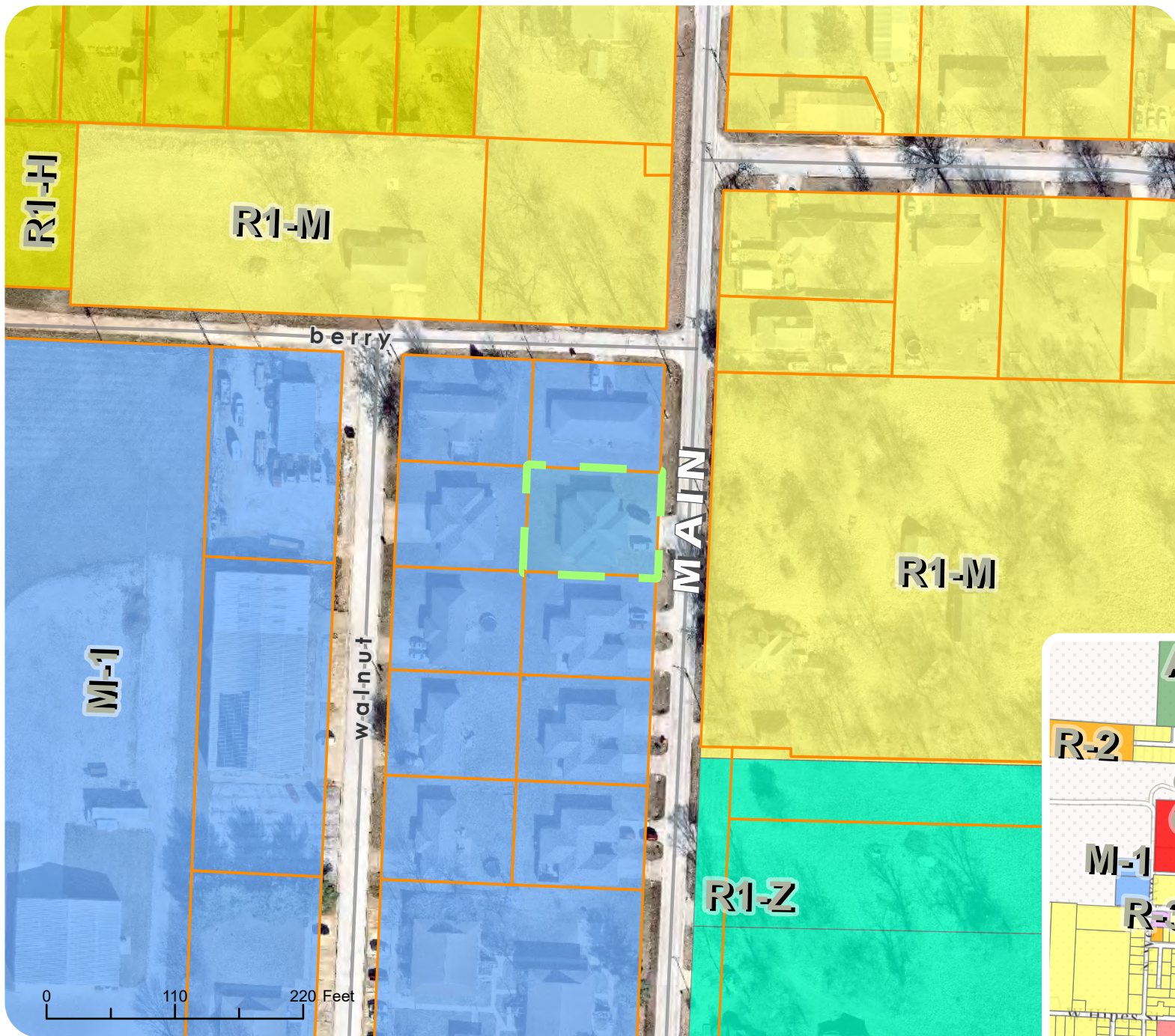
ADDRESS
 935 - 937 N. Main St.

ZONING
 M-1 | REQUESTED: R-2

PIN
 1718401014

WARD
 2

ACREAGE
 0.23



-  **Site Extent**
-  **Out of City**

935 - 937 N. MAIN. ST.
REZN 24-006 | REZONE

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:

Time:

Type of Application:

05/13/2024

6:00

Rezone

Name of Applicant:

Location:

935-937 N Main (REZN 24-006)

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:

• Currently a two family dwelling on property

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

Michael Mann

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

935-937 N Main (REZN 24-006)

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:

Already in use as 2-Family dwelling. R-2

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

Approval Denial

Commissioner Name:

ham means

Commissioner Signature:

ham means

Date:

5/13/24

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:

23 acres M1 → R-2
Built in 80s and requesting change to conform w/ current zoning regulations

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:

No concerns.

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

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-31 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 936-938 North Walnut Avenue, from Light Industrial (M-1) to Two-Family Residential (R-2).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

Chastain Rentals, LLC has applied to change the Zoning Classification of approximately 0.23 acres of property located at 936 & 938 North Walnut Avenue from Light Industrial (M-1) to Two-Family Residential (R-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.23 acres of land located at 936 & 938 N. Walnut Ave.; the property is currently the site of a two-family dwelling structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Light Industrial (M-1) is deemed Non-Conforming. The applicable regulations of the Light Industrial (M-1) District do not permit the use of a two-family dwelling. If approved, the application to rezone the property to Two-Family Residential (R-2) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the residential development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Light Industrial (M-1) zoned parcels bordering the east, north, and south property lines and west across North Walnut Avenue.

The Two-Family Residential (R-2) Zoning District is intended to permit and establish regulations for two-family residential dwellings. The land uses along the eastern side of Walnut Avenue and the abutting block of Main Street are residential.

Such rezoning would be compatible with the surrounding area.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main across Walnut Avenue. Effluent would travel through gravity lines to the Evergreen Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 4" main along Walnut Ave.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off Walnut Avenue, a local class road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.23 ACRES OF REAL PROPERTY LOCATED AT 936-938 NORTH WALNUT AVENUE, FROM LIGHT INDUSTRIAL (M-1) TO TWO-FAMILY RESIDENTIAL (R-2)

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, Chastain Rentals, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.23 acres, located at 936-938 North Walnut Avenue (“the Property”), from Light Industrial (M-1) to Two-Family Residential (R-2), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.23 acres, located at 936-938 North Walnut Avenue in Republic, Missouri, more fully described in the legal description herein below, from Light Industrial (M-1) to Two-Family Residential (R-2):

ALL OF LOT THIRTEEN (13), IN COHICK’S NORTHSIDE FIRST ADDITION, IN REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
CHASTAIN RENTALS LLC

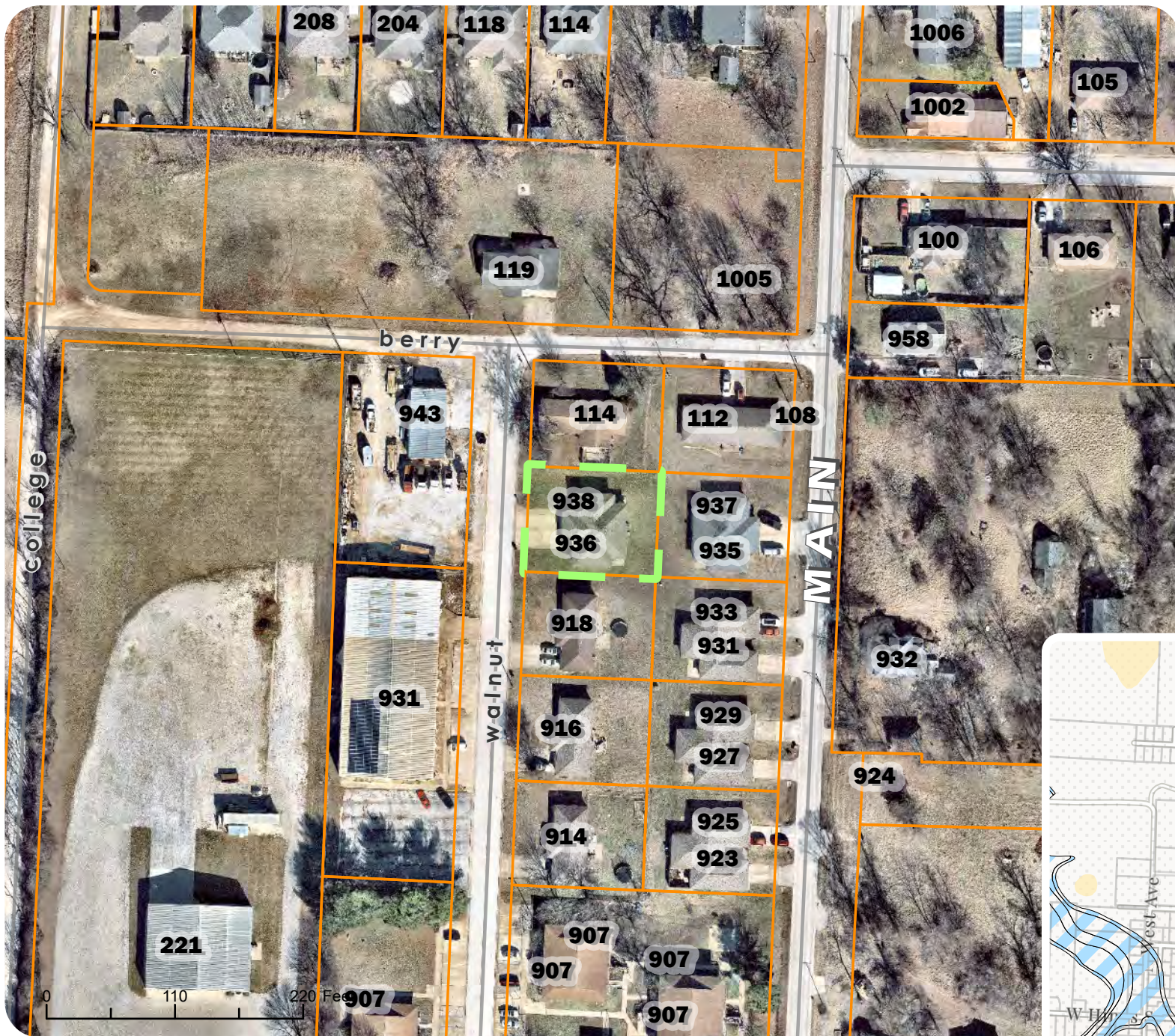
ADDRESS
 936 - 938 N. Walnut Ave.

ZONING
 M-1 | REQUESTED: R-2

PIN
 1718401003

WARD
 2

ACREAGE
 0.23



936 - 938 N. WALNUT AVE.
REZN 24-007 | REZONE

Site Extent
 Sinkholes
 Out of City
 Floodplain

Owner/Applicant
CHASTAIN RENTALS LLC

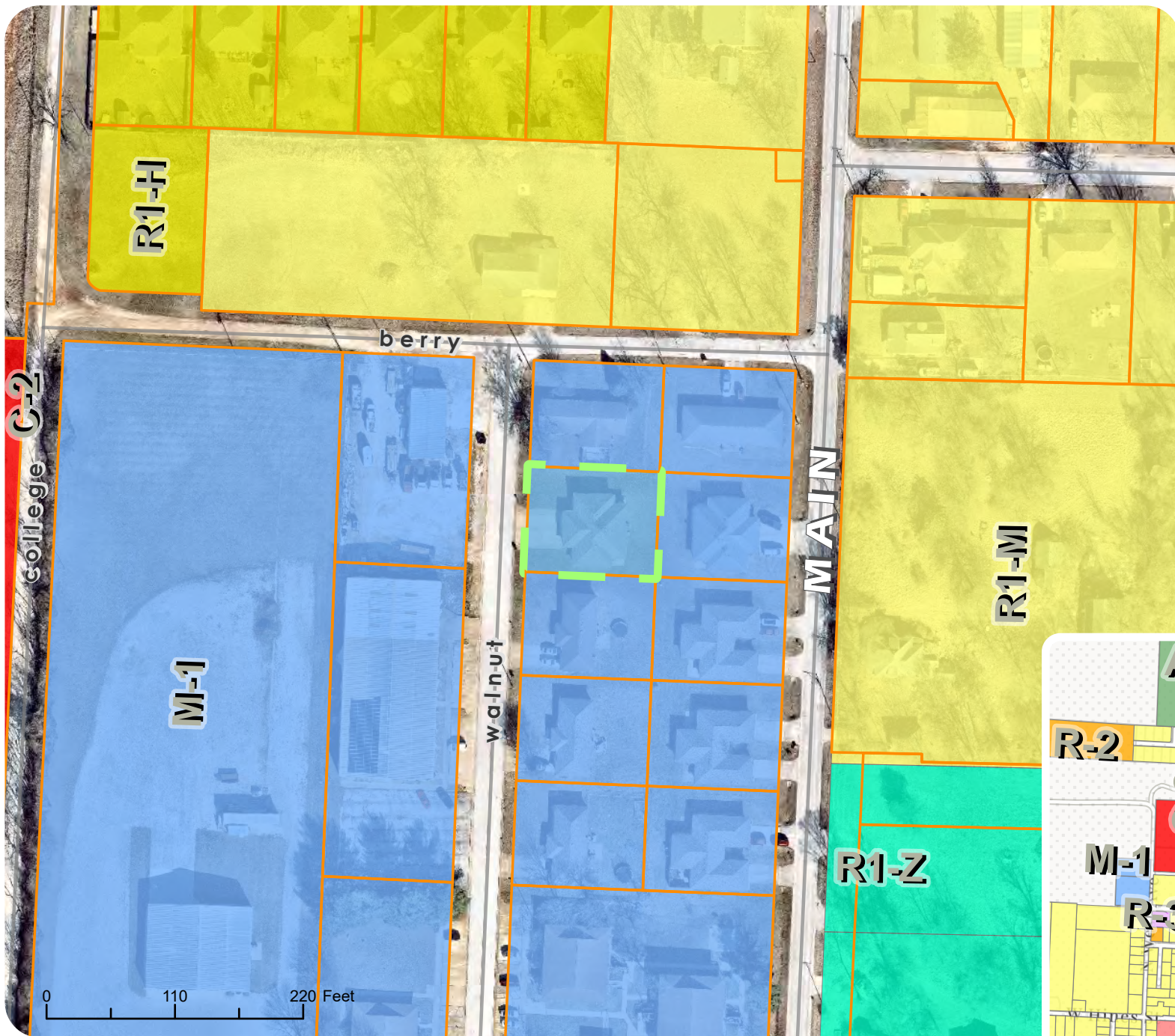
ADDRESS
936 - 938 N. Walnut Ave.

ZONING
M-1 | REQUESTED: R-2

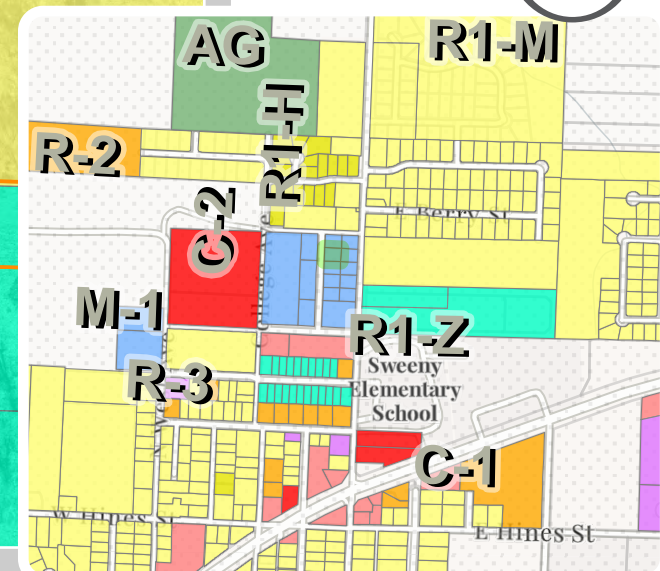
PIN
1718401003

WARD
2

ACREAGE
0.23



0 110 220 Feet



936 - 938 N. WALNUT AVE.
REZN 24-007 | REZONE

Site Extent

Out of City

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

936-938 N Walnut Ave (REZN 24-007)

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:

BRAD GIBSON

Commissioner Signature:



Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

936-938 N Walnut Ave (REZN 24-007)

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:

[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:

RAWSON ELLIS

Commissioner Signature:

[Handwritten Signature]

Date:

5/13/2024

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:

Current site of two family dwelling and has been for many years

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:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

936-938 N Walnut Ave (REZN 24-007)

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:

Already in use as 2 family dwelling. R-2

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

Approval Denial

Commissioner Name:

Hami Means

Commissioner Signature:

Hami Means

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

936-938 N Walnut Ave (REZN 24-007)

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:

.23 acres M-1 → R-2
Built in 80s and requesting change to conform w/ current zoning regulations
Some shall report as Rezn 24-007

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

- Approval Denial

Commissioner Name:

Brian Dawbrava

Commissioner Signature:



Date:

5-13-24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

936-938 N Walnut Ave (REZN 24-007)

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:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/13/24

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:

No concerns.

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

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-32 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 918 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

Chastain Rentals, LLC has applied to change the Zoning Classification of approximately 0.23 acres of property located at 918 North Walnut Avenue from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.23 acres of land located at 918 N. Walnut Ave.; the property is currently the site of a single-family dwelling structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Light Industrial (M-1) is deemed Non-Conforming. The applicable regulations of the Light Industrial (M-1) District do not permit the use of a single-family dwelling. If approved, the application to rezone the property to Medium Density Single-Family Residential (R1-M) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the residential development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Light Industrial (M-1) zoned parcels bordering the east, north, and south property lines and west across North Walnut Avenue.

The Medium Density Single-Family Residential (R1-M) Zoning District is intended to permit and establish regulations for single-family detached residential uses at a moderate density. The land uses along the eastern side of Walnut Avenue and the abutting block of Main Street are residential.

Such rezoning would be compatible with the surrounding area.

Capacity to Serve Potential Development and Land Use**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main across Walnut Avenue. Effluent would travel through gravity lines to the Evergreen Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 4" main along Walnut Ave.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off Walnut Avenue, a local class road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.23 ACRES OF REAL PROPERTY LOCATED AT 918 NORTH WALNUT AVENUE, FROM LIGHT INDUSTRIAL (M-1) TO MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M)

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, Chastain Rentals, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.23 acres, located at 918 North Walnut Avenue (“the Property”), from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.23 acres, located at 918 North Walnut Avenue in Republic, Missouri, more fully described in the legal description herein below, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M):

ALL OF LOT TWELVE (12) IN COHICK'S NORTHSIDE FIRST ADDITION IN REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

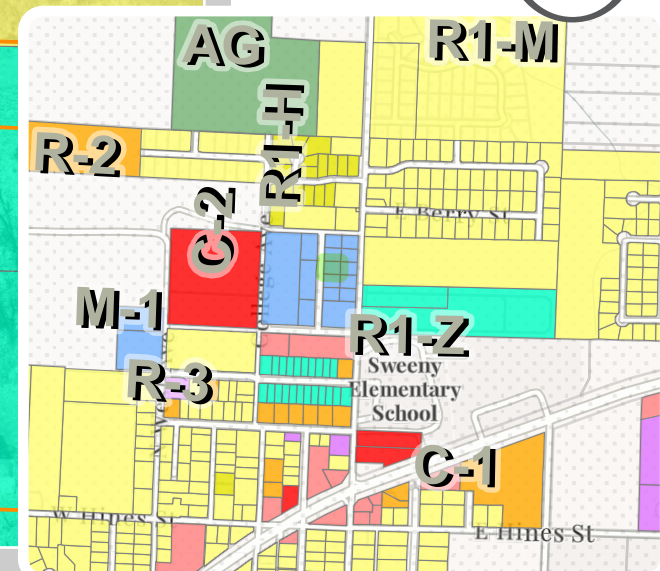
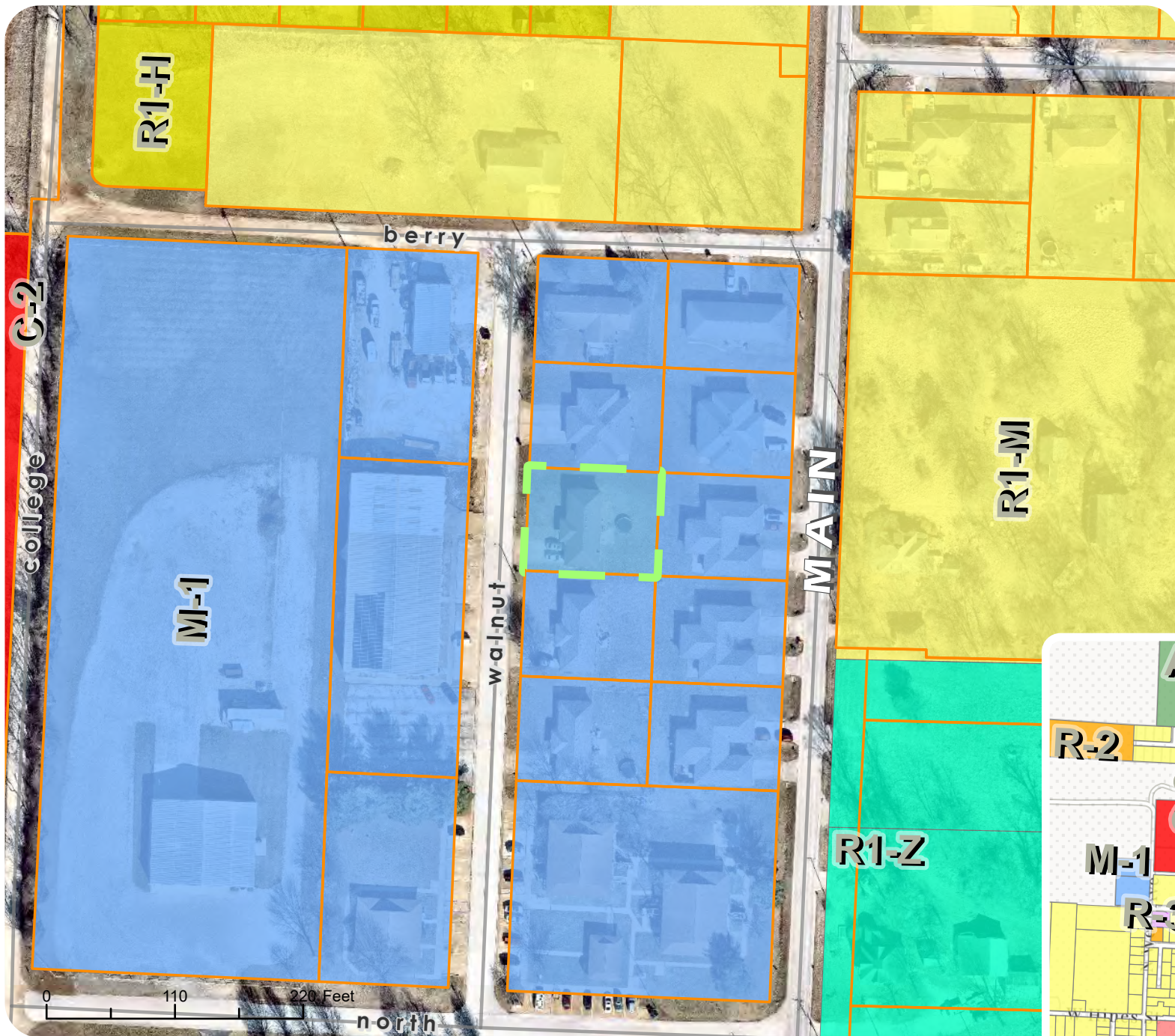
Final Passage and Vote:

Owner/Applicant
CHASTAIN RENTALS LLC

ADDRESS
918 N. Walnut Ave.
ZONING
M-1 | REQUESTED: R1-M
PIN
1718401004

WARD
2

ACREAGE
0.23



- Site Extent**
- Out of City**

918 N. WALNUT AVE.
REZN 24-008 | REZONE

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

918 N Walnut Ave (REZN 24-008)

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:

BREDDICKS

Commissioner Signature:

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

918 N Walnut Ave (REZN 24-008)

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:

Currently site of single family dwelling.
Changing zoning to be appropriate

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

5/13/24

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:

Already in use as 1 Family Dwelling, ~~RR-1 M~~

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:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

918 N Walnut Ave (REZN 24-008)

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:

.23 acres M-1 → R1-M
Built in 80s and requesting change to conform w/ current zoning regulations

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

Approval Denial

Commissioner Name:

Brian Dawbrava

Commissioner Signature:



Date:

5-13-24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

918 N Walnut Ave (REZN 24-008)

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:

R. W. O'Connell

Commissioner Signature:

RAUSOM ELLIS III

Date:

5/13/2024

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

918 N Walnut Ave (REZN 24-008)

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:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/13/24

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:

No concern.

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

- Approval Denial

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-33 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 916 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

Chastain Rentals, LLC has applied to change the Zoning Classification of approximately 0.23 acres of property located at 916 North Walnut Avenue from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.23 acres of land located at 916 N. Walnut Ave.; the property is currently the site of a single-family dwelling structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Light Industrial (M-1) is deemed Non-Conforming. The applicable regulations of the Light Industrial (M-1) District do not permit the use of a single-family dwelling. If approved, the application to rezone the property to Medium Density Single-Family Residential (R1-M) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the residential development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Light Industrial (M-1) zoned parcels bordering the east, north, and south property lines and west across North Walnut Avenue.

The Medium Density Single-Family Residential (R1-M) Zoning District is intended to permit and establish regulations for single-family detached residential uses at a moderate density. The land uses along the eastern side of Walnut Avenue and the abutting block of Main Street are residential.

Such rezoning would be compatible with the surrounding area.

Capacity to Serve Potential Development and Land Use**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main across Walnut Avenue. Effluent would travel through gravity lines to the Evergreen Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 4" main along Walnut Ave.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off Walnut Avenue, a local class road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.23 ACRES OF REAL PROPERTY LOCATED AT 916 NORTH WALNUT AVENUE, FROM LIGHT INDUSTRIAL (M-1) TO MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M)

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, Chastain Rentals, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.23 acres, located at 916 North Walnut Avenue (“the Property”), from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.23 acres, located at 916 North Walnut Avenue in Republic, Missouri, more fully described in the legal description herein below, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M):

ALL OF LOT ELEVEN (11) IN COHICK'S NORTHSIDE FIRST ADDITION IN REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

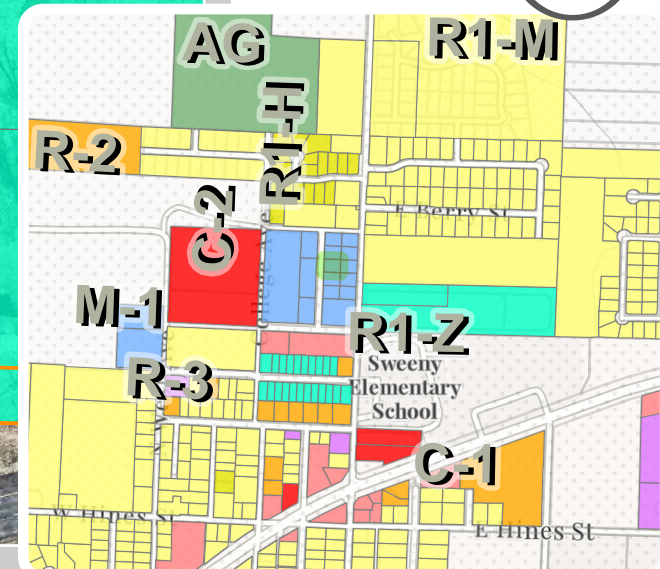
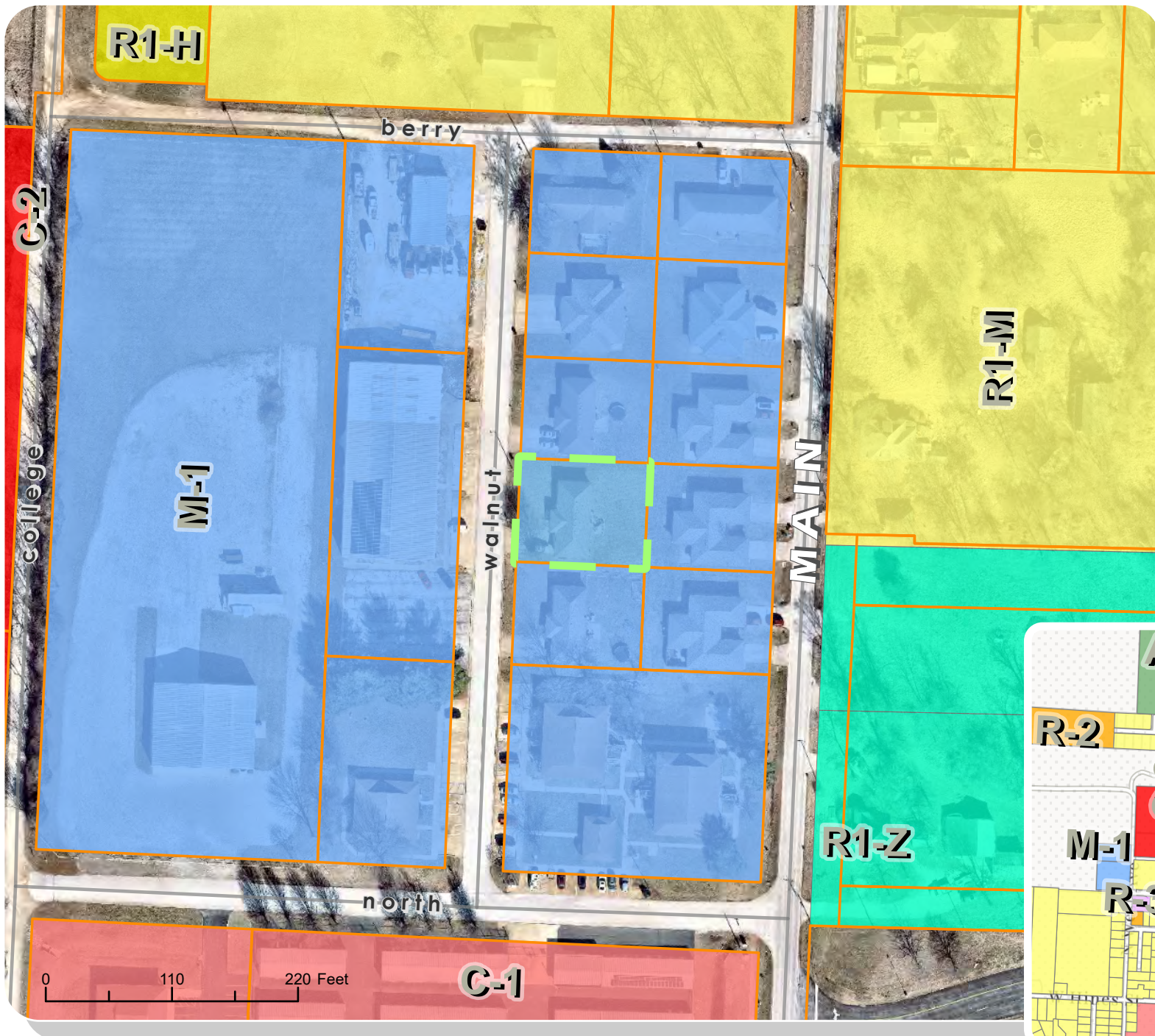
Final Passage and Vote:

Owner/Applicant
CHASTAIN RENTALS LLC

ADDRESS
916 N. Walnut Ave.
ZONING
M-1 | REQUESTED: R1-M
PIN
1718401005

WARD
2

ACREAGE
0.23

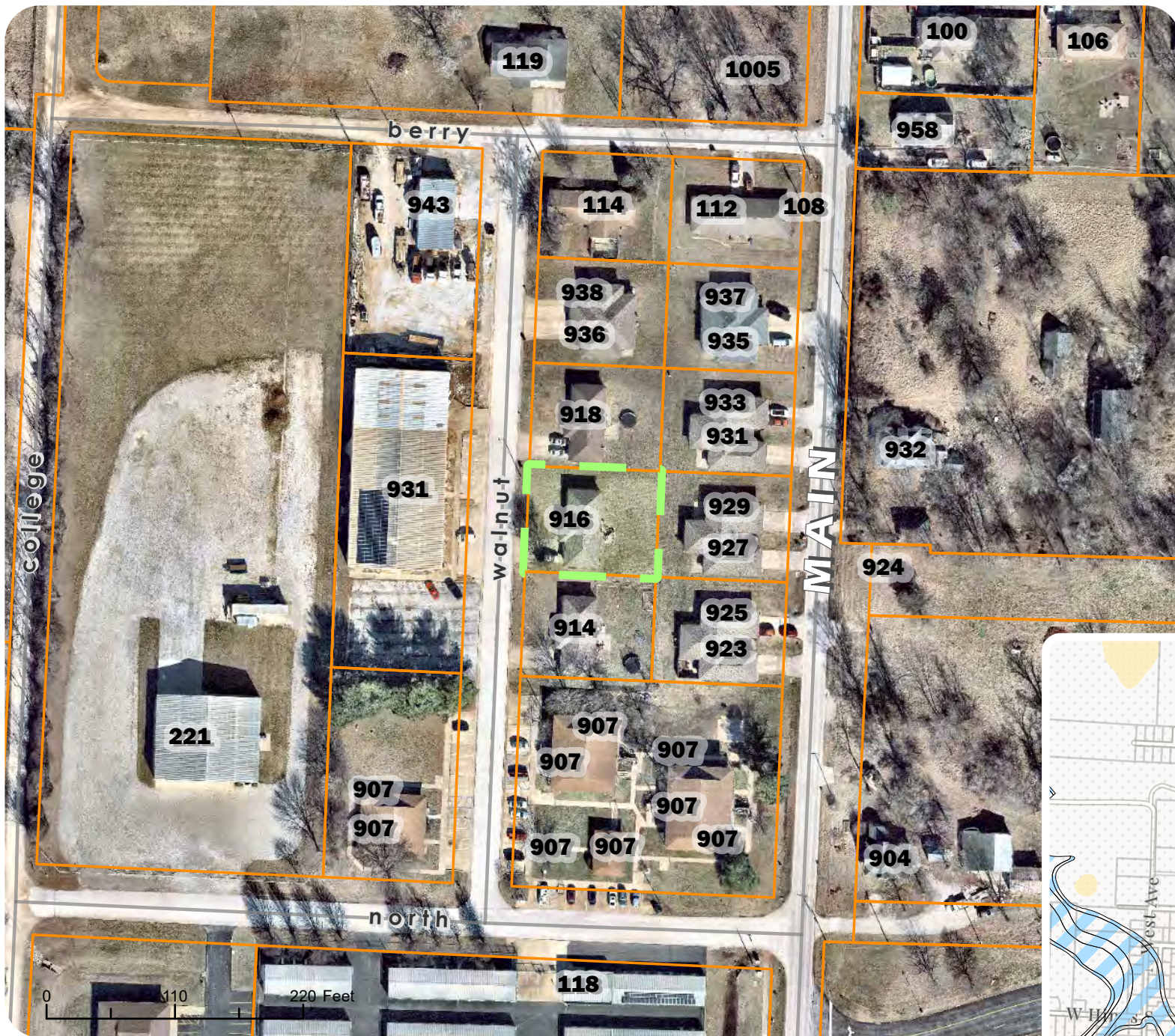


-  **Site Extent**
-  **Out of City**

916 N. WALNUT AVE.
REZN 24-009 | REZONE

Owner/Applicant
CHASTAIN RENTALS LLC

ADDRESS
 916 N. Walnut Ave.
ZONING
 M-1 | REQUESTED: R1-M
PIN
 1718401005
WARD
 2
ACREAGE
 0.23



916 N. WALNUT AVE.
REZN 24-009 | REZONE

Site Extent **Sinkholes**
Out of City **Floodplain**

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

916 N Walnut Ave (REZN 24-009)

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:

B. Resolano

Commissioner Signature:



Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

916 N Walnut Ave (REZN 24-009)

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:

Currently site of single dwelling
Changing zoning to be appropriate

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

916 N Walnut Ave (REZN 24-009)

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:

Already in use as 1-Family Dwelling R-1 m

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

Approval Denial

Commissioner Name:

Hami Means

Commissioner Signature:

Hami Means

Date:

5/13/24

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:

.23 acres M1 -> R1-M
Built in 80s and requesting change to conform w/ current zoning regulations
Used staff report from Rezn 24-008

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:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

916 N Walnut Ave (REZN 24-009)

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:

RANSOME LLIS III

Commissioner Signature:

R. M. O'NEILL

Date:

5/13/2024

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

916 N Walnut Ave (REZN 24-009)

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:

LYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/13/24

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:

No concerns.

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

- Approval Denial

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-34 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.23 Acres of Real Property Located at 914 North Walnut Avenue, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

VL Properties, LLC has applied to change the Zoning Classification of approximately 0.23 acres of property located at 914 North Walnut Avenue from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.23 acres of land located at 914 N. Walnut Ave.; the property is currently the site of a single-family dwelling structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Light Industrial (M-1) is deemed Non-Conforming. The applicable regulations of the Light Industrial (M-1) District do not permit the use of a single-family dwelling. If approved, the application to rezone the property to Medium Density Single-Family Residential (R1-M) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the residential development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Light Industrial (M-1) zoned parcels bordering the east, north, and south property lines and west across North Walnut Avenue.

The Medium Density Single-Family Residential (R1-M) Zoning District is intended to permit and establish regulations for single-family detached residential uses at a moderate density. The land uses along the eastern side of Walnut Avenue and the abutting block of Main Street are residential.

Such rezoning would be compatible with the surrounding area.

Capacity to Serve Potential Development and Land Use**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main across Walnut Avenue. Effluent would travel through gravity lines to the Evergreen Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 4" main along Walnut Ave.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off Walnut Avenue, a local class road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.23 ACRES OF REAL PROPERTY LOCATED AT 914 NORTH WALNUT AVENUE, FROM LIGHT INDUSTRIAL (M-1) TO MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M)

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, VL Properties, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.23 acres, located at 914 North Walnut Avenue (“the Property”), from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.23 acres, located at 914 North Walnut Avenue in Republic, Missouri, more fully described in the legal description herein below, from Light Industrial (M-1) to Medium Density Single-Family Residential (R1-M):

ALL OF LOT TEN (10) IN COHICK’S NORTHSIDE FIRST ADDITION IN REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

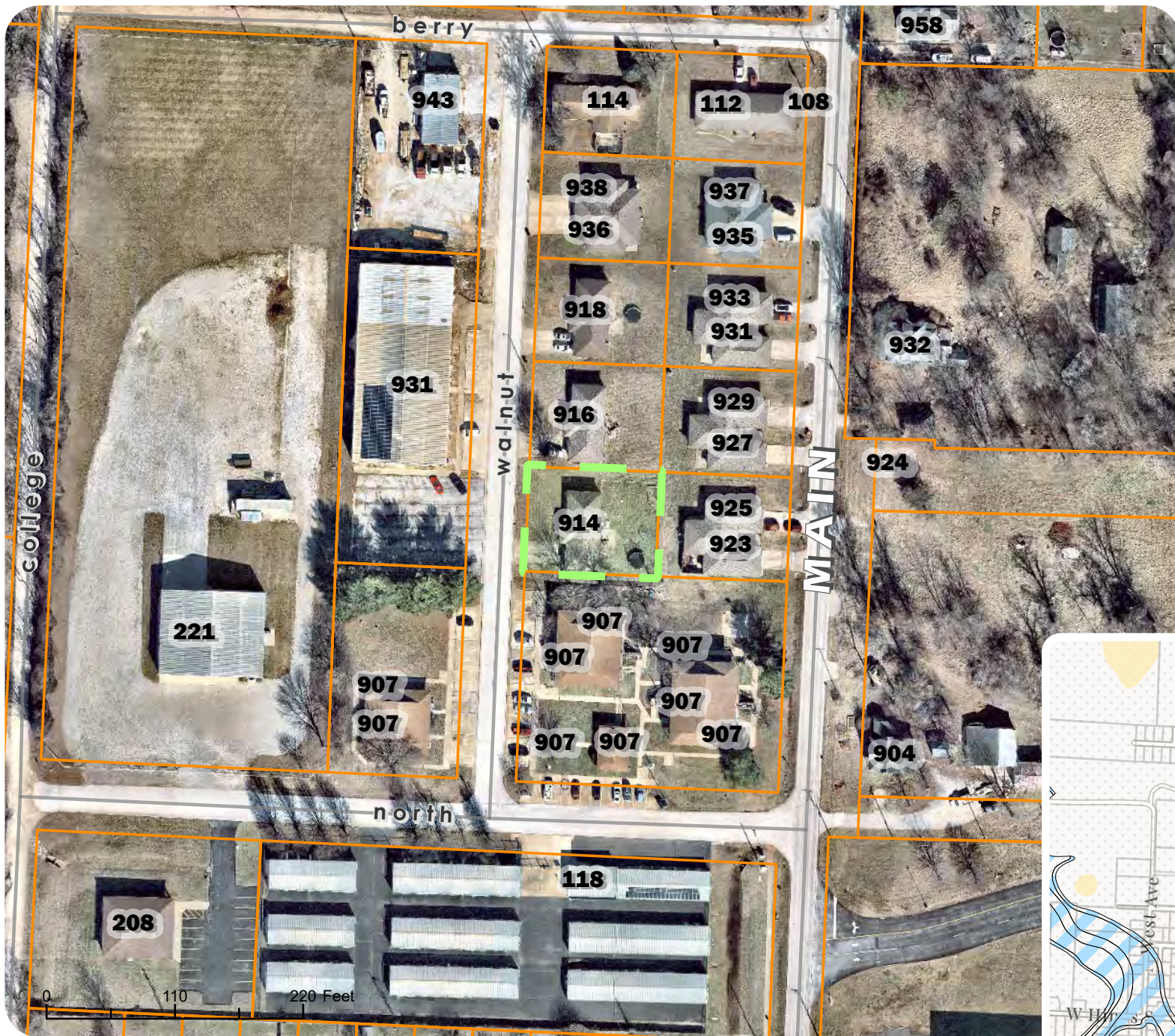
Final Passage and Vote:

Owner/Applicant
VL PROPERTIES LLC

ADDRESS
914 N. Walnut Ave.
ZONING
M-1 | REQUESTED: R1-M
PIN
1718401006

WARD
2

ACREAGE
0.23



914 N. WALNUT AVE.
REZN 24-010 | REZONE

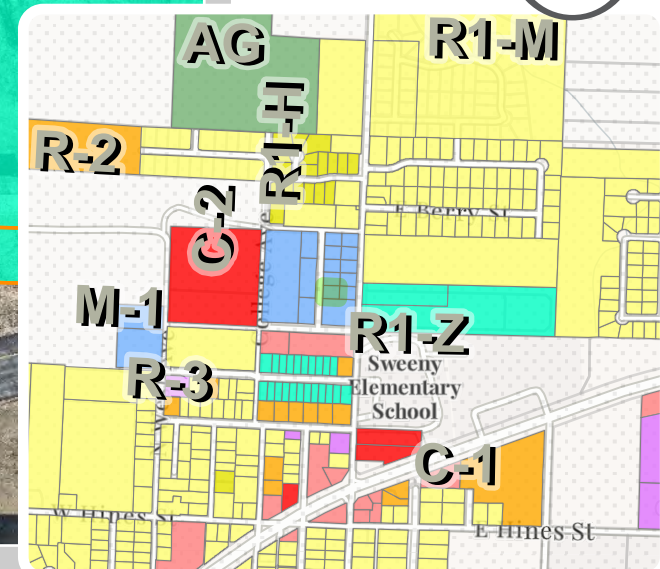
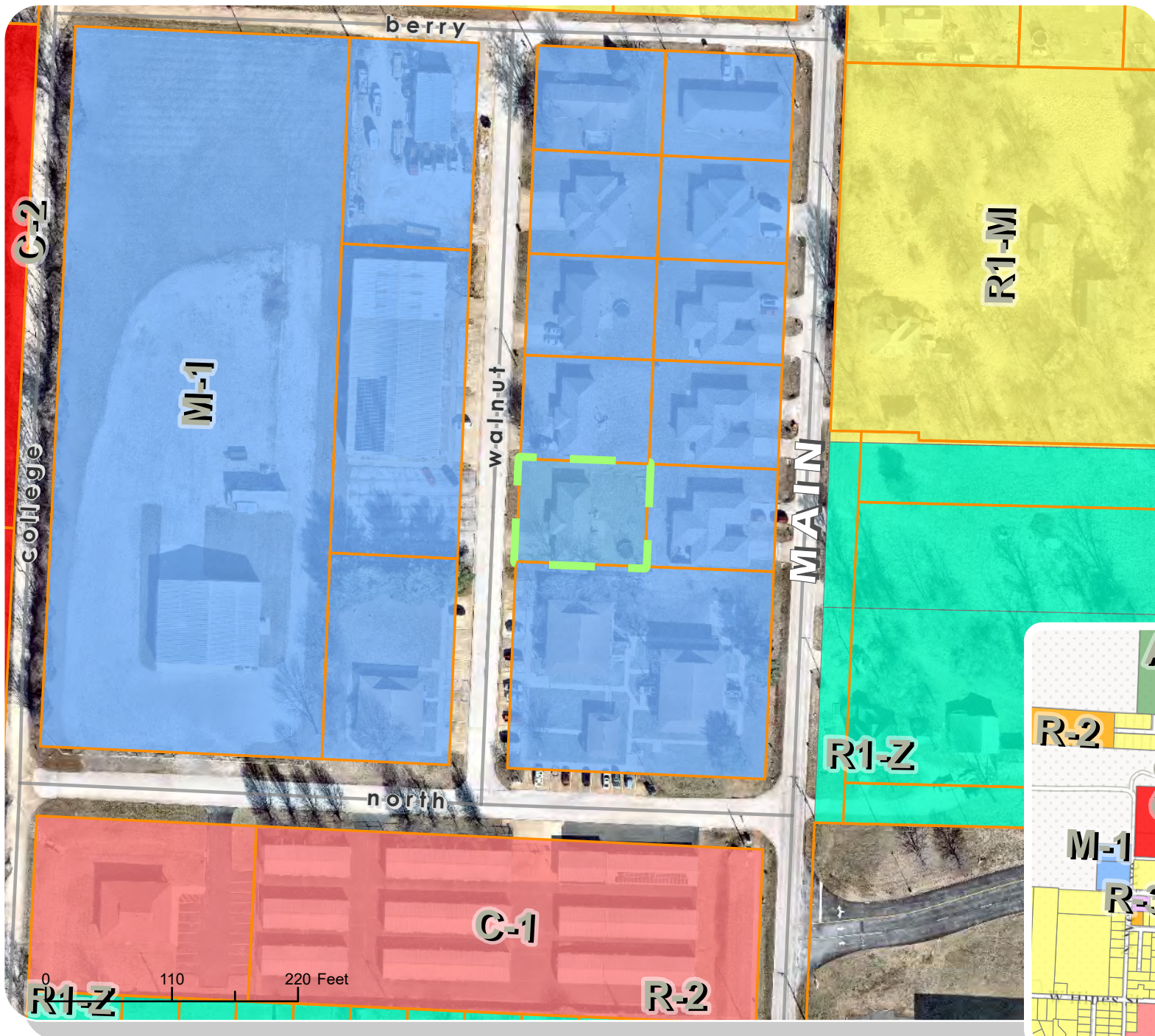
Site Extent
 Sinkholes
 Out of City
 Floodplain

Owner/Applicant
VL PROPERTIES LLC

ADDRESS
914 N. Walnut Ave.
ZONING
M-1 | REQUESTED: R1-M
PIN
1718401006

WARD
2

ACREAGE
0.23



0 110 220 Feet

914 N. WALNUT AVE.

REZN 24-010 | REZONE

- Site Extent**
- Out of City**

Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/13/2024

6:00

Rezone

Name of Applicant:

Location:

914 N Walnut Ave (REZN 24-010)

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:

BPS DUES

[Handwritten Signature]

5/13/24

Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/13/2024

6:00

Rezoning

Name of Applicant:

Location:

914 N Walnut Ave (REZN 24-010)

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:

CYNTHIA HYDER

C. Hyder

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

914 N Walnut Ave (REZN 24-010)

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:

.23 acres M-1 -> R1-M
Built in 80s and requesting change to conform w/ current zoning regulations
Use staff report from Rezn 24-010

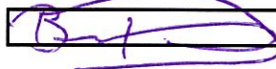
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Debrau

Commissioner Signature:



Date:

5-13-24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

914 N Walnut Ave (REZN 24-010)

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:

Already in use as 1-family dwelling R1-M

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

Approval Denial

Commissioner Name:

hamir means

Commissioner Signature:

hamir means

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

914 N Walnut Ave (REZN 24-010)

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:

Current site of single family dwelling.
Rezone to R1-M to be appropriate

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

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

914 N Walnut Ave (REZN 24-010)

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:

No concerns.

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

Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

914 N Walnut Ave (REZN 24-010)

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:

[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:

BRANDON ELLIS III

Commissioner Signature:

[Handwritten Signature]

Date:

5/13/2024



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-35 An Ordinance of the City Council Approving Amendment of the Zoning Classification of 0.24 Acres of Real Property Located at 480 East US Highway 60, from Two-Family Residential (R-2) to Local Commercial (C-1).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 21, 2024

Issue Statement

Chastain Investments, LLC has applied to change the Zoning Classification of approximately 0.24 acres of property located at 480 East US Highway 60 from Two-Family Residential (R-2) to Local Commercial (C-1).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.24 acres of land located at 480 E. US Hwy 60; the property is currently the site of a commercial structure.

As regulated by Article 405-IX Non-Conforming Uses of the Republic Municipal Code, the use of the structure within the existing zoning of Two-Family Residential (R-2) is deemed Non-Conforming. The applicable regulations of the Two-Family Residential District (R-2) do not permit the use of commercial activities. If approved, the application to rezone the property to Local Commercial (C-1) would make it a conforming lot of record and use.

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 Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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**.

In the case of this application, the rezone would encourage preserving the existing use of the commercial development through an appropriate reactive measure.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses



The subject property is adjacent to Local Commercial (C-1) zoned parcels bordering to the east. To the south and west across Morningside Ave the adjacent properties are zoned Medium Density Single-Family Residential.

The Local Commercial (C-1) Zoning District is intended to permit and establish regulations for retail and service-related businesses with a compatible location adjacent to similar uses.

The property is in close proximity to the US Highway 60 corridor and the existing land uses of the neighboring properties to the east are commercial in nature. Due to these facts, the rezone application is compatible with the general area.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has access to sewer through an 8" gravity sewer main along Morningside Avenue. Effluent would travel through gravity lines to the Schuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 6" main along US Highway 60.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off US Highway 60, an arterial road.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. 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 CLASSIFICATION OF APPROXIMATELY 0.24 ACRES OF REAL PROPERTY LOCATED AT 480 EAST US HIGHWAY 60, FROM TWO-FAMILY RESIDENTIAL (R-2) TO LOCAL COMMERCIAL (C-1)

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, Chastain Investments, LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.24 acres, located at 480 East US Highway 60 (“the Property”), from Two-Family Residential (R-2) to Local Commercial (C-1), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on May 13, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on May 21, 2024, and for second read at its regular meeting on June 4, 2024, after which the Council voted to approve the Application 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 consisting of approximately 0.24 acres, located at 480 East US Highway 60 in Republic, Missouri, more fully described in the legal description herein below, from Two-Family Residential (R-2) to Local Commercial (C-1):

ALL OF LOT FORTY-SIX (46) IN THE AMENDED PLAT OF MORNING SIDE HEIGHTS FIRST ADDITION, A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI.

Section 2: 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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



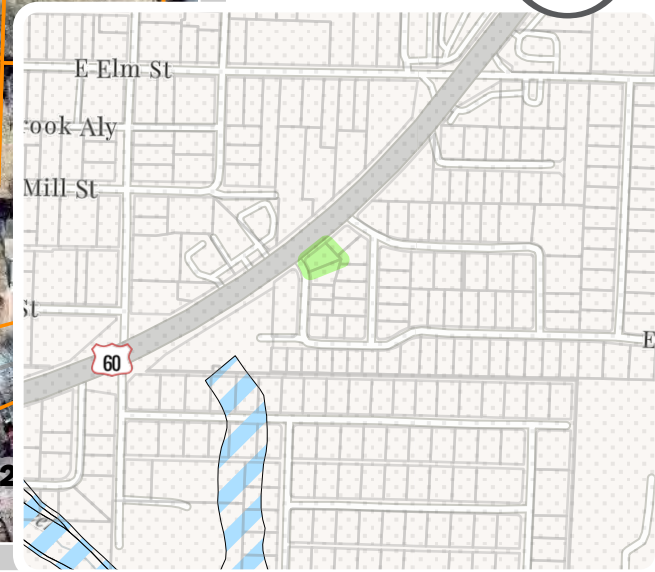
Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
CHASTAIN INV LLC

ADDRESS
480 E US Hwy 60
ZONING
R-2 | REQUESTED: C-1

PIN
1720315001
WARD
3
ACREAGE
40



0 110 220 Feet

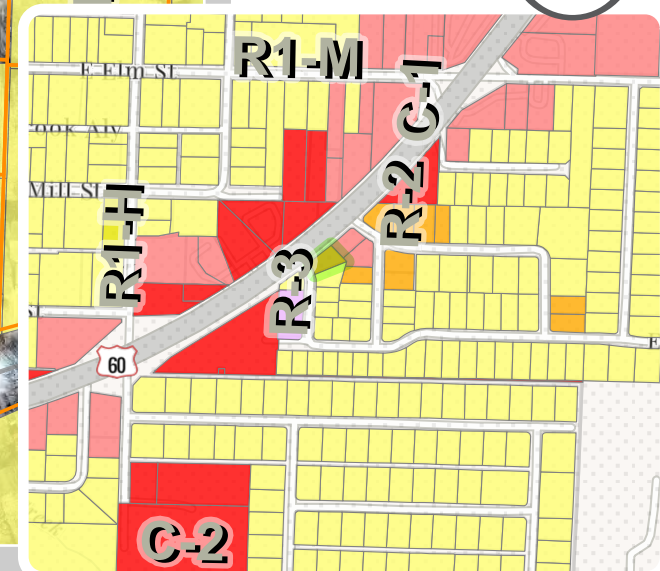
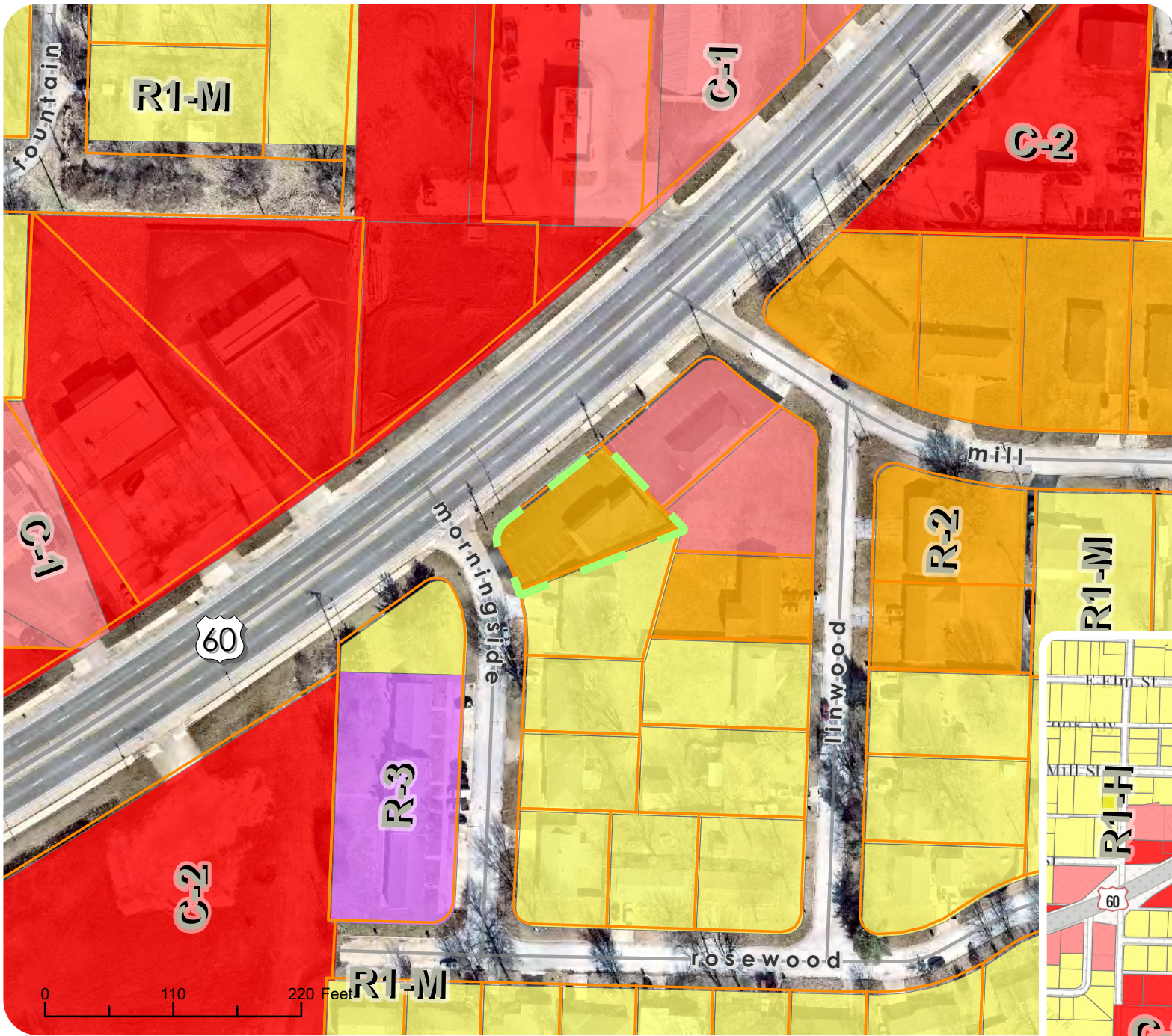
480 E US HWY 60
REZN 24-011 | REZONE

Site Extent
 Sinkholes
 Out of City
 Floodplain

Owner/Applicant
CHASTAIN INV LLC

ADDRESS
480 E US Hwy 60
ZONING
R-2 | REQUESTED: C-1

PIN
1720315001
WARD
3
ACREAGE
40



0 110 220 Feet

480 E US HWY 60
REZN 24-011 | REZONE

Site Extent

Out of City

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: 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:

.24 acres R-Z → C1
Current property houses a commercial structure. Change requested to conform w/ current zoning regulations

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:

Already in use as C1

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:

- Current site of a commercial structure and has been. Rezone from R-2 to C-1 to be appropriate

- Compatible with the general area

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:

05/13/2024

6:00

Rezone

Name of Applicant:

Location:

480 US Hwy 60 (REZN 24-011)

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:

No concerns.

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

John Alexander

[Signature]

5/13/24

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:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-36 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40 Acres of Real Property Located at the Intersection of South Farm Road 101 and West Farm Road 170 from Boyce Mixed-Use Planned Development District (PDD) to Amended Boyce Mixed-Use Planned Development District (PDD).

Submitted By: Chris Tabor, Principal Planner

Date: May 21, 2024

Issue Statement

Jeffrey Boyce Enterprises, LLC applied to change the Zoning Classification of approximately forty (40) acres of property located northwest of the intersection of West Farm Road 170 and South Farm Road 101 from Boyce Mixed-Use Planned Development District (PDD) to Amended Boyce Mixed-Use Planned Development District (PDD).

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately 40 acres of land located Northwest of the intersection of West Farm Road 170 and South Farm Road 101. The property is currently undergoing infrastructure construction through a City-issued permit.

Applicant's Proposal

The single request being made in this application is to allow Lot 9 to change from a Multi-Family Residential (R-3) use to a General Commercial (C-2) use, which would be in line with all other developable lots in the subdivision.

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for 8 General Commercial (C-2) Lots and 2 Regional Detention Basin Lots. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development and a required Collector class road connecting US Hwy 60 with West Republic Road.

Design Elements of Development Plan

Commercial Use (Lots 1 – 6 and Lots 8 – 9) – 31.88 Acres

Lot 1 – 1.68 Acres

Lot 2 – 1.94 Acres

Lot 3 – 4.35 Acres

Lot 4 – 4.40 Acres

Lot 5 – 3.99 Acres

Lot 6 – 2.58 Acres

Lot 8 – 3.94 Acres

Lot 9 – 9.00 Acres

All Commercial Lots comply with the regulations and restrictions for the General Commercial (C-2) Zoning District, including but not limited to:

- Permitted Uses
- Setbacks
- Landscaping/Buffering

Additionally, Lots 8 and 9 will have a 25' setback from the property lines shared between adjacent residential use lots and the commercial occupant, which is in line with the requirements of the General Commercial (C-2) Zoning District.

Regional Detention (Lot 7 and Lot 10) – 3.17 Acres

- Regional Detention and Water Quality Basin
 - Lot 7 – serves Lot 1, Lot 2, Lot 3, Lot 4 (western half), Lot 7, and Lot 8
 - Lot 10 – serves Lot 4 (eastern half), Lot 5, Lot 6, Lot 9, and Lot 10

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 to be considered eligible for approval:

- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Boyce Mixed-Use Subdivision Infrastructure Plan includes provisions for adequate supply of municipal water and sewer, a plan for stormwater management, and the construction and dedication of a Collector Street from US Hwy 60 to Republic Road, identified on the City's Transportation Plan and OTO'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 Plan promotes the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Boyce Mixed-Use Subdivision can be adequately supported by the City's existing 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 Boyce PDD Development Plan includes construction of a collector class street with 70' of Right-of-Way connecting US Hwy 60 and Republic Road; commercial lots within the development will utilize the new street, with no direct connections to US Hwy 60 or Republic Road.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial 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 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 opportunities to create new destination-style commercial developments.
- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent established properties.
 - **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 Commercially zoned property and large parcel Greene County Agricultural properties with Single-Family homes.

- North: General Commercial (C-2)
- South:
 - Agricultural (AG)
 - Greene County Zoned Agricultural (A-1)
- East:
 - West Republic Road
 - MODOT property

- West: General Commercial (C-2)

The land uses permitted in the Applicant's proposal are considered to be generally compatible with the surrounding commercial and agricultural 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** currently served by City of Republic sanitary sewer and water service. The development will require the extension of a new water main from the existing 10-inch main parallel to the south side of US Hwy 60, along the new Collector Road serving the development, connecting to the existing 12-inch water main on Republic Road to create a looped water system.

The development will be served by existing gravity sanitary sewer mains running along the northern and southern property lines, flowing to the McElhane Lift Station and Shuyler Creek Lift Station before being pumped back through a series of forced mains to the Wastewater Treatment Facility.

The Water System, Lift Stations, and the Wastewater Treatment Facility have sufficient capacity to serve the proposed development.

Transportation:

Two Collector Class streets (70 ft Right-of-Way) are depicted in the Development Plan. The first, referred to herein as Collector 1, runs east-to-west and connects US Hwy 60 with Republic Rd (State Route M). The second, Collector 2, runs north-to-south and connects to Collector 1, creating a stub-out to adjacent property at its southern terminus.

The review of this application included an evaluation of the impact of the development on the City's transportation network; a Traffic Impact Study (TIS) was submitted for the project, which was evaluated by the City Engineer and our partner agency, MODOT.

The TIS evaluated the transportation impact through trip generation standards provided by the Institute of Transportation Engineers (ITE) Trip General Manual; these standards include uses and associated number of trips generated by these uses. The TIS evaluated these numbers by utilizing the area and permitted uses within the commercial development areas. The results from the TIS indicate the following improvements are required for the development, which will be constructed during the Infrastructure Construction Phase:

- Right-In/Right-Out (RIRO) from the Collector Street onto US Hwy 60
- Right Hand Turn Lane from US Hwy 60 to Collector Street
- Right Hand Turn Lane from Republic Road (State Route M) onto Collector Street
- Left Hand Turn Lane from the Collector to Republic Road (State Route M)

No parcel within the development will have direct access to US Hwy 60 or Republic Road/State Route M; all lots will have access to the new Collector Street.



Stormwater: The Development Plan contains (2) areas designated for stormwater detention, designed to control the release of stormwater attributable from the development. The stormwater detention areas and all open space/common areas will be owned and maintained by the Developer.

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

Sinkholes: The subject parcel **does** contain several **identified sinkholes** on the northern portion and the southern portion of the property. A Sinkhole Analysis Report was submitted, reviewed, and approved during the Infrastructure Design Process; a (30) foot setback, required by Republic City Code, has been included on the Development Plan.

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 the development proposal, which will impact the mixed-use 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 Plan**, 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 Staff recommends the approval of this application.

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 40 ACRES OF REAL PROPERTY LOCATED AT THE INTERSECTION OF SOUTH FARM ROAD 101 AND WEST FARM ROAD 170, FROM BOYCE MIXED-USE PLANNED DEVELOPMENT DISTRICT (PDD) TO AMENDED BOYCE MIXED-USE 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, Jeffrey Boyce Enterprises LLC (“Applicant”) submitted an application to the City’s BUILDS Department to rezone approximately 40 acres of real property located at the Intersection of South Farm Road 101 and West Farm Road 170 in Republic, Missouri (“Property”) from Boyce Mixed-Use Planned Development District (PDD) to the Amended Boyce Mixed-Use Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Amended Boyce Mixed-Use Planned Development District, identified as PDD 24-002 (“Development Plan”); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for May 13, 2024; and

WHEREAS, on or about April 24, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the application on April 24, 2024, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on the application and Development on May 13, 2024, after which the PZ Commission rendered written findings of fact on the application, Development Plan, and rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the PZ Commission, by a vote of 7 Ayes to 0 Nays, recommended approval of the application for rezoning and the Development Plan; 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 for a first reading at its regular meeting on May 21, 2024, and a second reading at its regular meeting on June 4, 2024, after which the City Council voted to approve the Development Plan and amend the Zoning Code consistent with the application.

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 40 acres located at the Intersection of South Farm Road 101 and West Farm Road 170, Republic, Missouri, more fully described in the legal description herein below, from Boyce Mixed-Use Planned Development District (PDD) to the Amended Boyce Mixed-Use Planned Development District (PDD):

ALL OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TEN (10), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI, EXCEPTING THEREFROM 6.5 ACRES, MORE OR LESS, CONVEYED TO THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 981 AT PAGE 470, IN THE RECORDER'S OFFICE OF GREENE COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TEN (10), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23) LYING NORTHEASTERLY OF THE RIGHT OF WAY ROUTE SN AS DESCRIBED IN DEED RECORDED IN BOOK 620 AT PAGE 634 IN THE RECORDER'S OFFICE OF GREENE COUNTY, MISSOURI, EXCEPTING THEREFROM ANY PART NOW IN THE COUNTY ROAD ALONG THE EAST SIDE OF WITHIN DESCRIBED TRACT. EXCEPT ANY PART THEREOF TAKEN, DEEDED, OR USED FOR ROAD PURPOSES.

SAVE AND EXCEPT:

PART OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEGINNING ON THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER 588.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, THENCE EAST ALONG SAID SOUTH LINE 1390 FEET, THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER 660 FEET. THENCE WEST 1390 FEET, THENCE SOUTH 660 FEET TO THE POINT OF BEGEMNING. CONTAINING 21.06 ACRES MORE OR LESS.

SAVE AND EXCEPT:

ALL OF THE SOUTH 888.3 FEET OF THE WEST 588.4 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (SE1/4), OF SECTION TEN (10), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, IN GREENE COUNTY, MISSOURI CONTAINS 12 ACRES MORE OR LESS.

Section 2: The Development Plan, attached to this Ordinance and labeled "Attachment 1," 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: 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 _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
JEFFREY BOYCE ENTERPRISES LLC

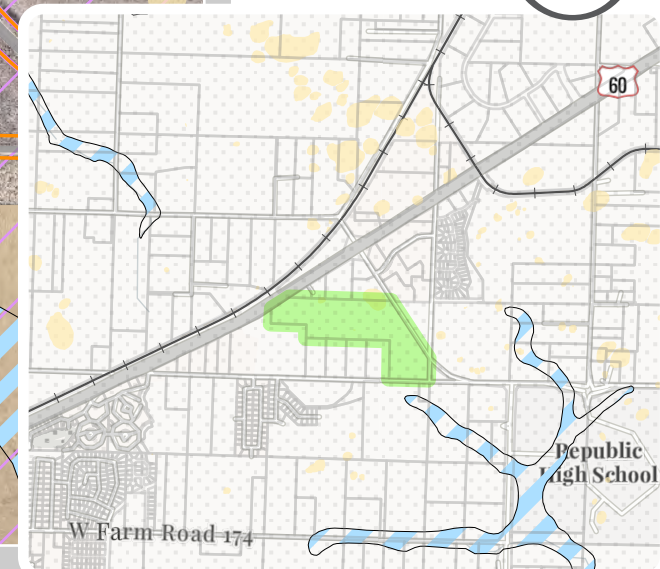
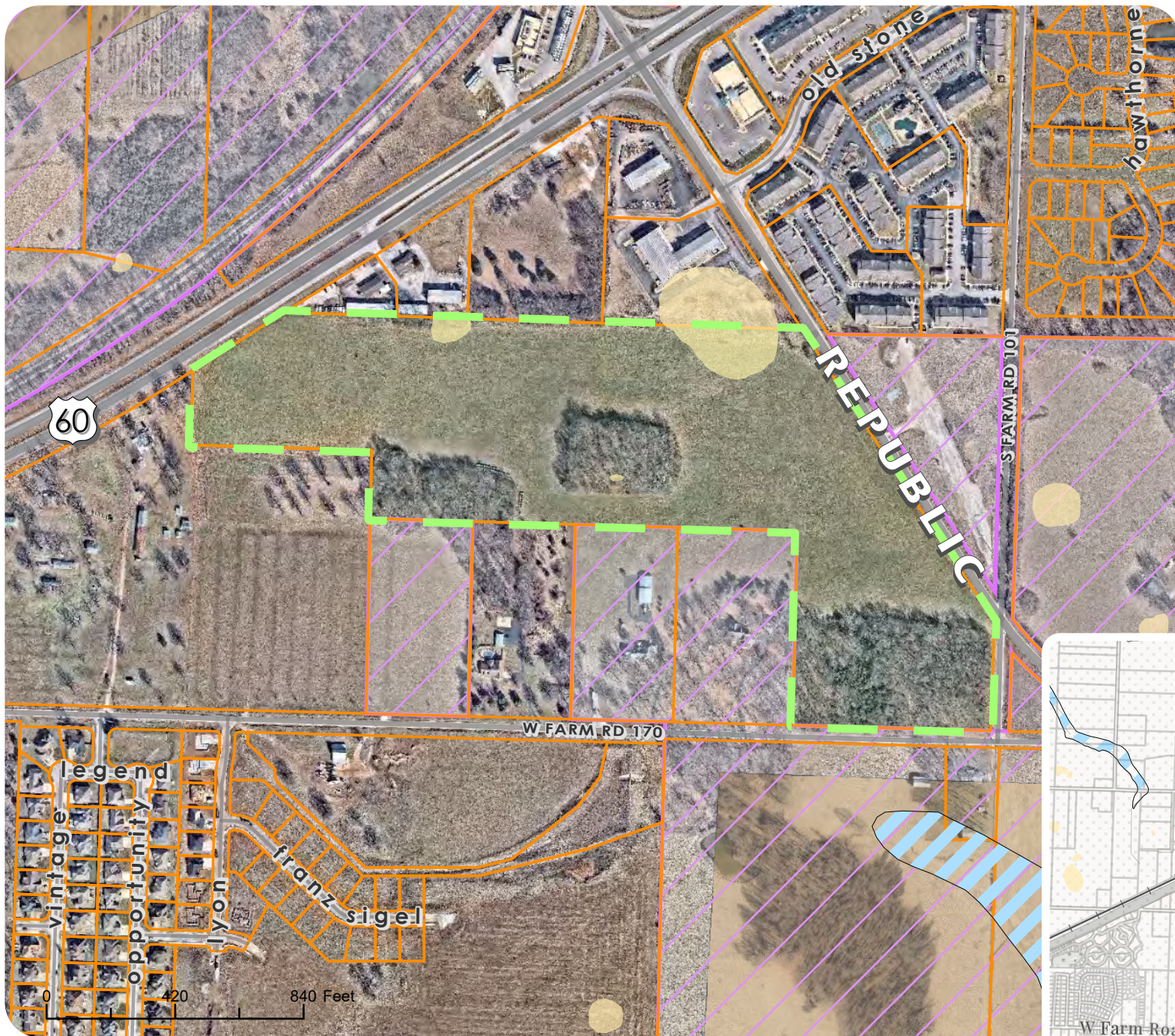
ADDRESS
 Farm Road 170

ZONING
 BOYCE MIXED-USE PDD |
 REQUESTED: AMENDED BOYCE MIXED-USE PDD

PIN
 1710400015


WARD
 1

ACREAGE
 40

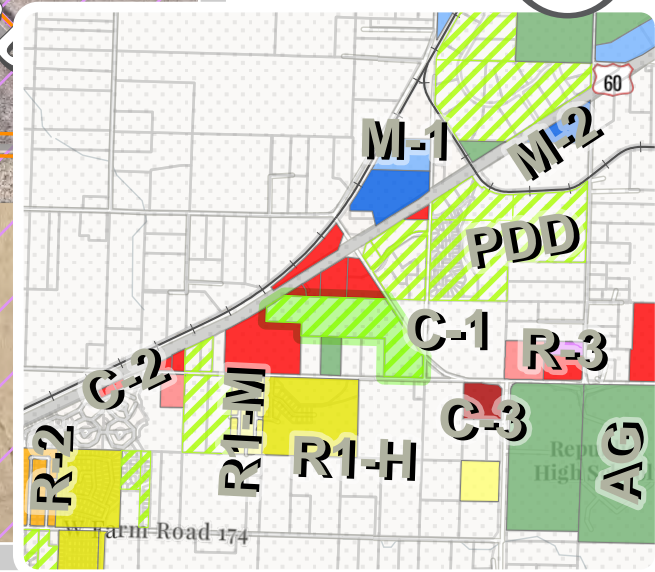
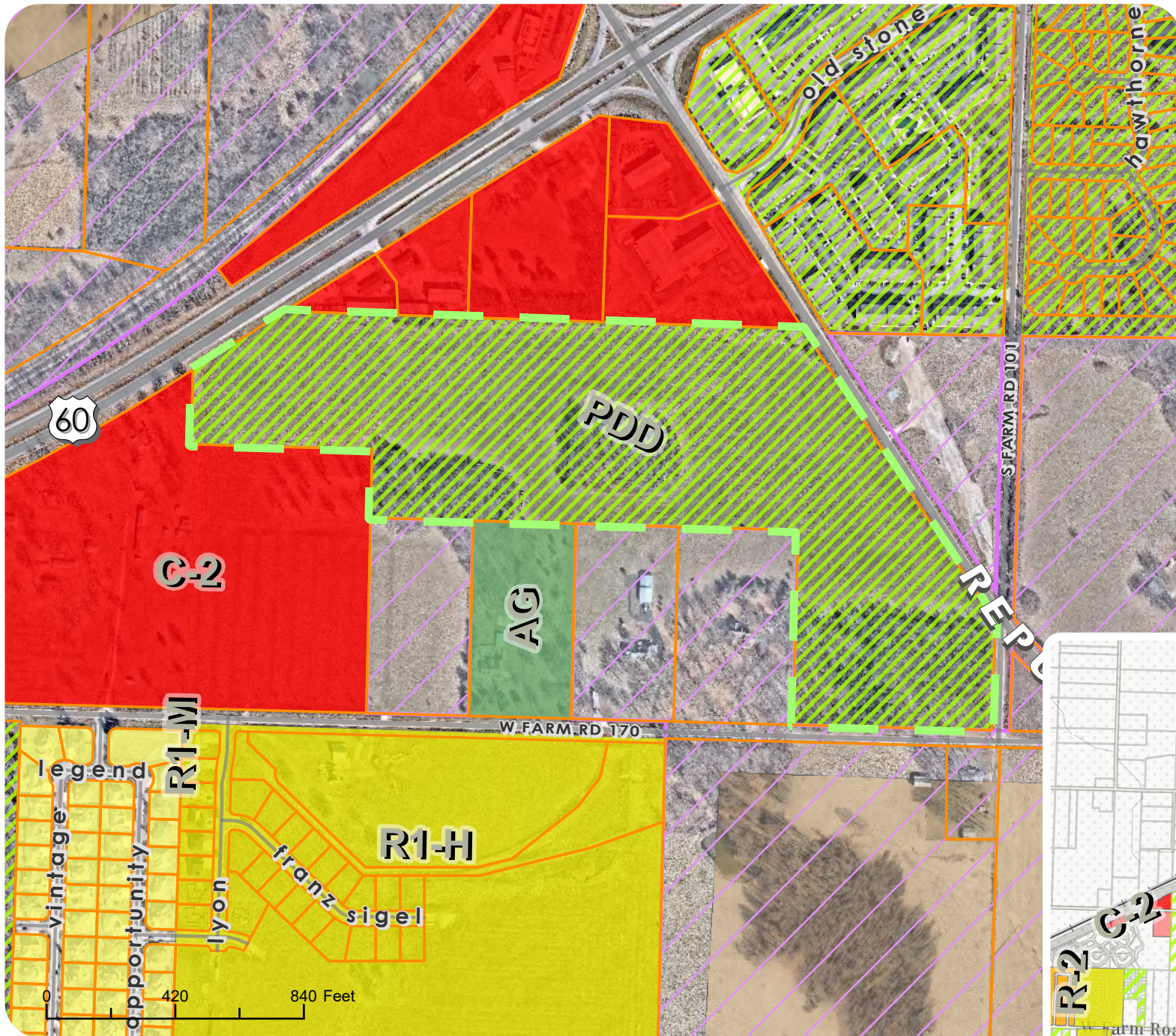


AMENDED BOYCE MIXED-USE PDD

PDD 24-002 | PDD

	Site Extent		Sinkholes
	Out of City		Floodplain

Owner/Applicant
JEFFREY BOYCE ENTERPRISES LLC
ADDRESS
 Farm Road 170
ZONING
 BOYCE MIXED-USE PDD |
 REQUESTED: AMENDED BOYCE MIXED-USE PDD
PIN
 1710400015
WARD
 1
ACREAGE
 40



AMENDED BOYCE MIXED-USE PDD
PDD 24-002 | PDD

- Site Extent**
- Out of City**

Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/13/2024

6:00

Planned Development District

Name of Applicant:

Location:

Amended Boyce Mixed-Use PDD (PDD 24-002)

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:

- LESS HOUSING, more COMMERCIAL

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

SPENCER



5/13/24

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:

• Conforms to surrounding uses

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:

05/13/2024

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Boyce Mixed-Use PDD (PDD 24-002)

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:

conforms to plan + codes

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

Approval Denial

Commissioner Name:

Hami Means

Commissioner Signature:

Hami Means

Date:

5/13/24

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:

PDD 40 acres → Amended
Lot 9 from R-3 → C-2
All other lots are C-2 currently removing only R-3 lot in PDD

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:

05/13/2024

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Boyce Mixed-Use PDD (PDD 24-002)

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:

[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:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Boyce Mixed-Use PDD (PDD 24-002)

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:

Applicant representative present - change from residential to commercial. based on interest.

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

Approval Denial

Commissioner Name:

John Alvarez

Commissioner Signature:

[Signature]

Date:

05/13/24

Findings of Fact

Date of Hearing:

05/13/2024

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Amended Boyce Mixed-Use PDD (PDD 24-002)

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:

[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:

RANSOM ELLIS III

Commissioner Signature:

Ransom Ellis III

Date:

5/13/2024



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-37 An Ordinance of the City Council Amending Title VIII (“Fees”), Chapter 805 (“Fee Schedule”), Section 805.050 (“Buildings And Zoning”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Stefani Fitzpatrick-Duncan, Engineer

Date: May 21, 2024

Issue Statement

The BUILDS Department is requesting to amend Ordinance 805.050 Buildings And Zoning to assign fees for the permitting of grease, oil and/or sand separator operations.

Discussion and/or Analysis

The proposed change includes assessing a fee structure of \$100 for a five-year term for fats, oils, grease, and sand permitting. The collected fees would help to offset the cost of staff labor in issuing permits and completing inspections.

This item is related to the proposed Ordinance Amendment to 715.190 Fats, Oils, Grease And Sand.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VIII (“FEES”), CHAPTER 805 (“FEE SCHEDULE”), SECTION 805.050 (“BUILDINGS AND ZONING”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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 routinely reviews its Municipal Code to ensure conformity with governing state and federal law, enhance clarity, and eliminate ambiguity, as well as to the further promote the City’s mission, vision and values in the best interests of the City and its citizenship body as a whole; and

WHEREAS, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to amend the existing code provisions setting the fee schedule relating to buildings and zoning.

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

Section 1: Title VIII (“Fees”), Chapter 805 (“Fee Schedule”), Section 805.050 (“Buildings and Zoning”), of the Municipal Code of the City of Republic, Missouri, is hereby amended to read as follows:

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 3.0%	Per credit card/debit card transaction. Surcharge assessed for entire transaction.	
Development Plan Review	\$1250	Due at time of application	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Due at time of application	Section 405.230(A)(2)

<p><u>Architectural Review:</u> Third Party Architectural Review Internal Architectural Plan Review (may be offered subject to availability)</p>	<p>Direct Reimbursement of Consultant \$50 per Hour</p>	<p>Cost of Third-Party Review Cost of review Due prior to Final Inspection</p>	
<p>Engineering Review/Inspection: Third Party Engineer Review and/or inspection</p>	<p>Direct Reimbursement of Consultant</p>	<p>Cost of third-party review and/or inspection(s)</p>	
<p>Rezoning Processing Fee</p>	<p>\$500</p>	<p>Paid at receipt of application</p>	
<p>Appeals to the Board of Adjustment</p>	<p>\$1000</p>		<p>Section 405.980(A)(1)</p>
<p>No Contract of Sale Penalty</p>	<p>\$500</p>	<p>Each parcel of land</p>	<p>Section 405.980(A)(1)</p>
<p>Minor Subdivision Procedures</p>	<p>\$250</p>		<p>Section 410.120(A)</p>
<p>Major Subdivision Application for Preliminary Plat</p>	<p>\$500 plus \$2.00 per lot</p>		<p>Section 410.140</p>
<p>Construction Permit</p>	<p>Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Side walk Qty X LF \$.25</p>		<p>Section 410.210(F)</p>

	Service Connection \$10.00 Each DNR Water Sampler Installation \$760		
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)
EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Street Sign Only (Total)	Direct Reimbursement of the City	Cost of material	Section 410.210(F)
Street/Stop Sign (Combo)	Direct Reimbursement of the City	Cost of materials due upon Final Plat approval	Section 410.210(F)
Single 30" HIP Stop Sign	Direct Reimbursement	Cost of material due upon Final	Section

(Total)	t of the City	Plat approval	410.210(F)
Single 18" x 24" 30 MPH Sign (Total)	Direct Reimbursement of the City	Cost of material due upon Final Plat approval	Section 410.210(F)
Utility Pole Install	Direct Reimbursement of the City	Cost of material due upon Final Plat approval	Section 410.210(F)
Annexation			
Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/Acre over 5 Acres	Due at time of application	Section 435.010(A)
Miscellaneous Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Zoning Verification	\$25	Due at time of request	
Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Local Multiplier	0.0035		Section 500.050(E)(1)
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)

Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
New Commercial Shell Building	Fee=Gross Floor Area x Sq. Ft. Building Valuation Data x Local Multiplier x Area Modifier x .75	Requiring multiple inspections	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75	Requiring multiple inspections	Section 500.050(E)(7)(a)
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Inspection Modification Fee	\$50.00	Fee is per additional inspections required. Applied to total permit cost in circumstances where a standard permit fee does not cover the full cost of the inspections needed.	

Accessory Structure	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$150.00	Due at time of permitting	Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00	Due at time of permitting	Section 500.050(E)(9)
Fence Permit	\$25.00	Due at time of permitting	Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00	Due at time of permitting	Section 500.050(E)(9)
Demolition Permit	\$50.00	Due at time of permitting	Section 500.050(E)(9)
Occupancy Change Permit	\$50.00	Due at time of permitting	Section 500.050(E)(9)
Occupancy with Change of Use Inspection(s)	\$100.00	Due at time of permitting	Section 500.050(E)(9)
Ground Level Porch/Deck Permit	\$25.00	Due at time of permitting	Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00	Due at time of permitting	Section 500.050(E)(9)
Temporary	\$50.00	Due at time of	Section

Structures Permit		permitting	500.050(E)(9)
Solar M/E/P Permit	\$100.00	Due at time of permitting	Section 500.050(E)(9)
Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
<u>FOGS Permit</u>	<u>\$100</u>	<u>Due at time of permitting.</u>	<u>Section 715.190 (5)</u>
Plan Review Fees			

Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		
Residential Plan Review	\$100		
Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section

Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$110	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Cost Per Pit	
Right Of Way (ROW)	\$150	Cost Per Boring	Section 510.100
Street Cut Repair Base Fee	\$1000	Cost Per Repair	Section 510.100
Street Cut Repair (greater than 20 SF)	\$1000 + \$25 (Total SF of Cut - 20)	Cost Per Repair	Section 510.100
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	Due at time of application	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee Due at time of application	Section 515.050(I)(5)(a)
Administrative and Zoning Fee	\$500.00	Per Wireless Antenna Due at time of application	Section 515.050(I)(5)(b)

Application Fee	\$100.00	Per Small Wireless Antenna Due at time of application	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole Due at time of application	Section 525.070(C)(2)
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-38 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.190 (“Fats, Oils, Grease And Sand”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Stefani Fitzpatrick-Duncan, Engineer

Date: May 21, 2024

Issue Statement

The BUILDS Department is requesting consideration of an Ordinance Amendment to 715.190 Fats, Oils, Grease And Sand to collect fees for the permitting of grease, oil and/or sand separator operations.

Discussion and/or Analysis

The City currently has an Ordinance in place to permit, monitor, and inspect grease, oil and/or sand separators. This process is in place to protect the sanitary sewer system from clogs, backups, and other damage.

The proposed Ordinance Amendment adds language to allow for the collection of fees during permitting. The collected fees would help to offset the cost of staff labor in issuing permits and completing inspections. Specific fee assessments will be referenced and included in 805.050 Buildings And Zoning.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VII (“UTILITIES”), CHAPTER 715 (“SEWERS AND SEWAGE DISPOSAL”), ARTICLE 715-II (“USE OF THE PUBLICLY-OWNED TREATMENT WORKS”), SECTION 715.190 (“FATS, OILS, GREASE AND SAND”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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 routinely reviews its Municipal Code to ensure conformity with governing state and federal law, enhance clarity, and eliminate ambiguity, as well as to the further promote the City’s mission, vision and values in the best interests of the City and its citizenship body as a whole; and

WHEREAS, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to amend the existing code provisions governing the production, disposal and other handling of Fats, Oils, Grease and Sand (FOGS), to implement a fee structure for permitting of FOGS devices.

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

Section 1: Title VII (“Utilities”), Chapter 715 (“Sewers and Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.190 (“Fats, Oils, Sand and Grease”), of the Municipal Code of the City of Republic, Missouri, is hereby amended to read as follows:

Chapter 715.190 Fats, Oils, Grease and Sand

- A. *Scope And Purpose.* This Section is established to aid in preventing the introduction and accumulation of fats, oils, greases, sand (FOGS) and other harmful wastes into the municipal sewer system that tend to cause or contribute to sanitary sewer blockages and obstructions. Food service establishments, industrial and commercial operations, and other generators of FOGS are subject to this Section. This Section regulates such users by requiring grease interceptors, traps, recovery appliances, and other strategies approved by the Public Works Director be installed, implemented and maintained in accordance with the provisions hereof.
- B. *Objectives.* The objectives of this Section are:
1. To prevent the introduction of contaminants that may inhibit operation of the sanitary sewer collection system and treatment plant.
 2. To protect the environmental quality of the streams, creeks and other public waterways traversing the City.
 3. To better enable the City of Republic to comply with State and Federal laws to which the City is subject.

4. To protect the health, safety and welfare of the public and City workers through regulation of pretreatment and on-site treatment methods.
- C. *City-Operated Facilities Not Exempted.* Facilities owned or operated by the City of Republic where fats, oil, grease, sand or other wastes other than domestic strength sewerage shall be subject to the provisions of this Section and all adopted policies.
 - D. *Separator/Interceptor/Trap Required.* Grease, oil and/or sand separators/interceptors/traps shall be provided at the user's expense when necessary for the proper handling of wastewater discharges containing fats, oils, grease, flammable wastes, sand, grit and other harmful components, except for private living quarters or dwelling units unless a home-based business is determined by the City to be a significant generator of FOGS. All grease, oil and/or sand separators/interceptors/traps shall be of a type and capacity approved by the Director and shall be located to be readily accessible for cleaning and inspection. Grease, oil and sand separators and associated sampling pits/ports shall be constructed in conformance with the adopted edition of the International Plumbing Code, the Fats, Oils, Grease and Sand (FOGS) Management Program, and with any standards adopted pursuant to this Section. When installed, the FOGS-contributing user, at his/her expense, shall maintain all grease, oil and sand interceptors in continuously efficient manner and in compliance with the provisions in this Section.
 - E. *Permit Required.* No user shall operate a grease, oil and/or sand separator without possessing a valid City of Republic permit or exemption thereto, as issued by the Public Works Director. **A FOGS permit fee as provided for in the fee schedule found in Section 805.050 shall be submitted to the City prior to inspection or operation of a grease, oil and/or sand separator.** Permits shall be issued for a period of five (5) years and will be renewed at the end of each term after a review of user compliance. Permits may be reissued as needed to reflect changes in operating/maintenance conditions or equipment. The user is required to keep the permit on the premises and produce it upon the request of the City.
 - F. *Director Authorized.* The Public Works Director is authorized and directed to develop and maintain a comprehensive and cohesive policy consistent with the provisions of this Section. The policy, along with any associated forms, diagrams and procedures, shall be designated as the Fats, Oils, Grease and Sand (FOGS) Management Program. Once adopted by the City Council, a copy of the FOGS Management Program shall be kept on file by the City Clerk. The Public Works Director is further authorized to make periodic updates or modifications to the adopted program conditioned upon providing sixty (60) days' written notice to all wastewater users regulated hereunder and filing the update or modified program with the City Clerk. If no written objections are received by the City Clerk within the sixty-day period, the proposed update or modification may be considered approved under the authority granted herein. City Council must approve, by resolution, any proposed

update or modification for which a wastewater user has submitted a timely written objection to the City Clerk.

G. *Suspension Or Revocation Of Permits Or Authority To Discharge.* The City shall retain authority to suspend or revoke operation of FOGS user permits or the authority to discharge wastes into the public sewer for violations of the FOGS Management Program.

H. *Enforcement.*

1. It is unlawful for a user, person or entity to fail to comply with, or otherwise violate, the provisions of this Section or any section of the FOGS Management Program. A notice of violation (NOV) shall be issued for failure to comply with the following requirements of this program:

- a. Properly operate, maintain, and/or clean the FOGS management equipment as detailed by the FOGS Management Program or by the FOGS permit issued to the user.
- b. Possess a valid FOGS permit issued by the City of Republic when the facilities are regulated under this Section.
- c. Report significant changes in operations or wastewater characteristics that result in a sewage discharge exceeding the limits stated within this Section or results in the formation of grit or grease in the public sanitary sewer.
- d. Maintain FOGS-related pumping, cleaning, or maintenance file records for a minimum period of three (3) years.
- e. Perform and report maintenance, complete repairs, replace or install FOGS management equipment within time frequency prescribed by the City.
- f. Clean FOGS management equipment within the time frequency prescribed by the City, unless exemptions are authorized under this Section or through adopted policy.
- g. Retain flow regulators on FOGS equipment as required for proper functioning.
- h. Discharge wastewater into the public sanitary sewer that does not exceed the following limits:
 - (1) One hundred (100) milligram per liter total recoverable fats/grease.
 - (2) One hundred (100) milligram per liter petroleum oil, non-biodegradable cutting oil or mineral oils.
 - (3) pH levels lower than six (6.0) standard units or higher than nine (9.0) standard units.

- (4) Two hundred fifty (250) milligram per liter biological oxygen demand or chemical oxygen demand.
 - (5) Two hundred fifty (250) milligram per liter total suspended solids.
2. The City may serve any user with a written notice of violation (NOV) for failure to comply with this program. The party to whom the NOV is directed shall be given an appropriate amount of time, as determined by the City, to correct noted deficiencies. Should measures to correct any deficiency not be completed in a timely manner as directed by the City, and measures to promote compliance have been exhausted, a summons to appear in the City of Republic Municipal Court will then be issued to the owner, contact person and/or user, or their authorized representative. The City may seek whatever remedies are authorized by the State of Missouri Statutes, City ordinances, at law or in equity, against any person or user violating the provisions of this program. Upon issuance of notification of the NOV, each day corrective action is not taken shall be determined to be a separate violation. Fines and penalties may be assessed each and every day to the owner or contact person or user of the property until compliance with this program is achieved.
3. The City shall have the right to inspect the building sewer and to discontinue water or sewer service to any property where the plumbing is not maintained to IPC code or in a sanitary, effective, and/or efficient operating condition, or if the public sewer facilities may be harmed thereby. The remedies provided in this program shall not be exclusive, and the City may seek other remedies as authorized by statute or City ordinance, at law or in equity, against any person or user violating the provisions of this program.
4. Any non-domestic user who allows grease trap, separator or interceptor wastes, sludges or other prohibited wastes to be deposited into the public sewer collection system, whether through discharge, improper installation, improper operation or maintenance or a grease trap, separator or interceptor, failure to install an adequately sized grease trap, separator or interceptor, failure to provide proper containment or other intentional or unintentional action shall be subject to enforcement actions as provided by this or other applicable laws or regulations. Such actions may be declared a public nuisance.
5. Any person who allows grease trap, separator, or interceptor wastes or sludges or other prohibited wastes to be deposited into a street, gutter, storm sewer, or onto public or private property, whether through discharge, improper installation, improper operation or maintenance of a grease trap, separator or interceptor, failure to install an adequately sized grease trap, separator or interceptor, failure to provide proper containment, or other intentional or unintentional action shall be subject to enforcement actions as

provided by this or other applicable laws or regulations. Such actions may be declared a public nuisance, a threat to the POTW, and/or to the health and welfare of persons.

- 6. The City shall have the right to obtain discharge samples and perform lab tests for the measuring of wastes and flows from the building sewer. Sampling pits/ports shall be designed and constructed in accordance with the FOGS Management Program.
- 7. Water service to any structure, business or entity may be discontinued in the event that a violation of the FOGS Management Program constitutes a public health threat. All outstanding fees, penalties, or other utility charges must be paid prior to reinstatement of water service.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 2: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 3: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

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

Section 5: 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 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 May, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-25 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Loomis Armored US, LLC for the Purpose of Safekeeping its Currency and Increasing the Level of Safety for City Employees.

Submitted By: Bob Ford | Finance Director

Date: May 21, 2024

Issue Statement

The City of Republic (the “City”) handles cash in its day-to-day operations, especially Parks & Recreation during the busy summer months. To increase the safety for our employees handling cash and the security of our cash, the City seeks to subscribe to the Arvest Bank (“Arvest”) and Loomis Armored US, LLC (“Loomis”) cooperative product offering for Cash Handling/Safe Transport product without seeking other bids and to treat this overall Arvest/Loomis relationship as a “Sole Source” arrangement on the following grounds:

- The City is contractually tied to Arvest Bank as our operational depository bank; and
- Loomis is Arvest bank’s sole armored transport service.
- The City Administrator has reviewed the materials and, pursuant to the bidding exceptions set forth in the City’s Purchasing Policy, has provided his written certification of the elements supporting a sole source determination in this instance.

Discussion and/or Analysis

The City of Republic (the “City”), in its goal to increase safety for its employees and security of its assets, has an objective to become a “cashless” city by January 1, 2027. However, until that objective is met, the City needs to improve its processes/procedures on how cash is handled and transported for deposit. Currently, cash is collected by various departments and then transported to the Finance department for deposit.

- Today the transport from various Departments to the Finance Department is handled by employees without the benefit of an armed guard, many times with significant amounts of cash in tow.
- Once in the Finance department’s possession, deposit documentation is prepared and the cash is transported to our depositing bank by an unarmed delivery service, thus exposing the City to risk.
- Therefore, to reduce the risk associated with cash handling and improve the efficiency and speed of all deposits, the Finance department has recognized the need for an armored transport service to safeguard our assets and speed up the delivery of cash to our deposit bank.
 - Arvest Bank is the City’s sole operational bank, and the City is contractually bound to Arvest for all deposit services.
 - However, Arvest bank does not have a branch in Republic. The closest Arvest bank is in Springfield at Kansas Expressway and Republic Road, thus requiring the transport of cash a fair distance.



Arvest Bank has contracted with Loomis Armored US, LLC (“Loomis”) to do two things for Arvest bank and its customers:

1. Provide hardware, a safe or Virtual Vault, to function as a satellite deposit location for Arvest Bank. From a process perspective:
 - a. Cash is fed into the Virtual Vault and is counted by the Vault as it is deposited; and
 - b. Immediate credit is given to Arvest customer’s bank account (as if the deposit were being made at a local Arvest bank).
 - c. Then Loomis periodically picks up the cash from the Vault and transports it to Arvest bank.
2. As Arvest bank’s sole armored car service, Loomis will then transport all cash from the Virtual Vault to Arvest Bank.

The service arrangement will require a five-year contract with Loomis, who will provide two Virtual Vaults to the City; (1) one at the Community Center for Parks & Recreation’s cash and (2) one for Finance (BUILDS) to handle the rest of the City’s cash.

- Parks & Recreation will have two cash pickups per week @ a cost of \$661 per month.
- Finance (BUILDS) will have one cash pickup every other week @ a cost of \$292 per month.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LOOMIS ARMORED US, LLC FOR THE PURPOSE OF SAFEKEEPING ITS CURRENCY AND INCREASING THE LEVEL OF SAFETY FOR CITY EMPLOYEES

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

WHEREAS, the City currently has certain staff members responsible for the safekeeping and transportation of City-owned cash currency in its day-to-day operations, particularly within the Parks and Recreation Department, which inherently involves risks to the safety of City property and to City staff; and

WHEREAS, in order to reduce those risks, the City seeks to subscribe to the Arvest Bank (“Arvest”) and Loomis Armored US, LLC (“Loomis”) cooperative product offering for Cash Handling/Safe Transport product, for the provision of an armored transport service to perform the aforementioned tasks; and

WHEREAS, the City is contractually bound to Arvest for deposit services pursuant to its contract(s) with Arvest, which serves as the City’s sole operational banking provider; and

WHEREAS, Arvest has contracted with Loomis to provide certain hardware (also referred to as a “Virtual Vault”) to function as a satellite deposit location for Arvest Bank customers, and to then provide armored transportation service for the cash placed in the Virtual Vault to Arvest’s closest location; and

WHEREAS, City staff seek the Council’s authorization to enter into a five-year service arrangement with Loomis for the provision of two Virtual Vaults to the City in addition to regular armored transportation service for all cash/currency placed into the Virtual Vaults from those locations to the nearest Arvest location; and

WHEREAS, under the proposed service agreement between the City and Loomis, all cash placed into the Virtual Vaults will be immediately deposited into the City’s Arvest account(s), as part of the cooperative relationship between Arvest and Loomis.; and

WHEREAS, based upon staff recommendations and Review of all materials submitted, the City Council finds that Loomis may be considered the sole source provider of the product the City seeks to procure via this Resolution under the circumstances, and further that it is in the City’s best interest to enter into an agreement with Loomis for provision of the aforementioned services.

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

- Section 1.** The City Administrator, or his designee(s), on behalf of the City, is authorized to enter into a five (5) year agreement with Loomis Armored US, LLC for the cash handling and safe transport product, also referred to by Arvest Bank as Virtual Vault and by Loomis as SafePoint, such agreement to be in substantially the same form as that attached hereto as “Attachment 1”.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.

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

Section 4. This Resolution shall take effect after 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



SAFEPOINT® AGREEMENT

The following paragraphs of this SafePoint® Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
 ("LOOMIS")

a Texas limited liability company,
 with offices at:
 2500 City West Blvd., Ste. 2300
 Houston, TX 77042

and

CITY OF REPUBLIC MISSOURI
 ("CUSTOMER")

a(n) government entity,
 with offices at:
 213 N Main Ave
 Republic, Missouri 65738-1472

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this ____ day of May, 2024.

Term: As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. The initial term of this Agreement will begin as to each safe, on the date of installation and shall continue for a period of five (5) years per safe ("Initial Term"). At the expiration of the Initial Term, this Agreement shall automatically be extended for successive like term periods ("Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement during the Initial Term and any renewal terms. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) either party may terminate this Agreement upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party, and (b) LOOMIS may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance required pursuant to this Agreement.

Additional Safe(s): CUSTOMER acknowledges and agrees that any safes added to this Agreement after the Effective Date shall be subject to independent term periods equal to the Initial Term starting on the date of safe installation plus any applicable Renewal Term.

If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.

SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following Service Specifications:

Safe Specifications:

Description of Safe and/or equipment delivered (Safe hereinafter referred to as "Safe"):

Titan C
 Titan (Dual)

Primary Validator: Bulk, **Cassette Options:** Standard,
Primary Validator: Bulk, **Secondary Validator:** Bulk, **Cassette Options:** XL, **Base:** Titan Storage Vault,

Transportation Specifications:

Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Coverage	Service Frequency	Unit Type	Total Monthly Package Fee* (See below)
1825 - SPRINGFIELD, MO	City of Republic Builds 4221 S Wilsons Creek Blvd Republic MO 65738-7554	\$35,000.00 per shipment	1 x every other week	Titan C	\$292.00
1825 - SPRINGFIELD, MO	City of Republic Community Center 711 E Miller Rd Republic MO 65738-2161	\$75,000.00 per shipment	2 x per week	Titan (Dual)	\$661.00

Cash Management Specifications:

Verification of Validated Cash in order to confirm Safe's audit report accurately reflects the contents of the Safe along with other services as described herein.

Total Monthly Package Fee:* See table above per month per Safe unit, plus all applicable taxes and charges (e.g., fuel and Ancillary Items) due and payable as set forth in the terms and conditions.

*This total package includes: Use of the Safe, transportation and cash management services. Also included is a manufacturer's warranty on the Safe.

Ancillary Items

Every Other Week Service: In the Event that CUSTOMER'S Bank ("Bank"), which is providing provisional credit, requires LOOMIS to service the Equipment and pick up the currency more frequently than every other week ("EOW service") or if LOOMIS, in its sole discretion, determines that EOW service is not appropriate, then on thirty (30) days' written notice to CUSTOMER, the locations receiving EOW service will be converted to weekly service at a rate of no less than \$341.00 per month per Equipment Unit, plus all applicable taxes and charges (e.g., fuel, and ancillaries) due and payable as set forth in the terms and conditions. Additionally, CUSTOMER also acknowledges and agrees that Bank can instruct LOOMIS to pick up any currency for which Bank has given provisional credit at any time at the CUSTOMER'S expense, which may be billable as a Special or Off-Day Service.

Storage and Handling Fee: A fee of \$275.00 per month per Safe will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Safe has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall only apply to the extent of installation delays arising from CUSTOMER'S delays or non-responsiveness.

Premises Time: Each service location under this Agreement (regardless of the number of Safes serviced at such location) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of \$3.50 per minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the service location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of \$65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.50 per Item is assessed when the number of Items exceeds ten (10) Items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Sunday/Holiday Service: \$100.00 per trip, per location. Additional fees apply for off-route and remote locations.

Excess Liability: A fee of \$0.75 per \$1,000 or fraction thereof for any amounts which exceed the Maximum Liability Coverage amount per shipment.

Insurance Fee: Waived.

Bank Change Fee: A fee of \$150.00 per device shall apply (4 to 6 weeks prior notice requested).

If CUSTOMER does not desire Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 5(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 5(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. SERVICES and EQUIPMENT

a. **Services: "Services"** include the transportation and cash management services described below. The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.

(1) Transportation Services: LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables received. If the shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any shipment. The fees payable under this Agreement are based upon the Maximum Liability Coverage amount and level(s) of service specified in this Agreement.

(2) Cash Management Services ("CMS"): Upon LOOMIS transportation and delivery of the shipment container(s) to a LOOMIS CMS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables. If CUSTOMER desires change order delivery (included in the Total Monthly Package Fee), CUSTOMER will be responsible for ordering all change from their financial institution. CUSTOMER's audit report will indicate end of day Safe's deposit totals segregated by Manual Drop Shipments (if any) and Validated Cash. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented, mutually agreed upon, and included in this Agreement or a subsequent Amendment.

With regard to manual deposit processing, if LOOMIS is processing and not transporting directly to CUSTOMER's designated agent, LOOMIS' verification procedure includes confirming that the CUSTOMER's Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. The term "Deposit Ticket" refers to the stated value supplied by the CUSTOMER at the time the shipment container is tendered to Loomis. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all manual deposit processing verification errors caused by LOOMIS and discovered or claimed after the twenty-four (24) business hour period has expired.

(3) Additional or Special Services: If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

b. **Safe**: LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Safe at each agreed upon service location.

(1) Inspection of Safe: CUSTOMER shall inspect the Safe within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS specifying any defect in the Safe, CUSTOMER agrees that it shall be deemed that the Safe is in good condition, repair and working order. During CUSTOMER'S normal business hours, LOOMIS shall have the right to enter service location, inspect the Safe and observe its use.

(2) Suitability of Safe: CUSTOMER agrees that: (a) the Safe described herein is of the type and kind suitable for CUSTOMER's purpose and needs; (b) that unless otherwise provided herein, this Agreement is not subject to cancellation prior to the expiration of the Term; and (c) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Safe to a different location. CUSTOMER shall not move the Safe to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with relocation of such Safe.

(3) Installation: CUSTOMER shall be responsible for any applicable permits or licenses which may be required for the installation and/or operation of Safes. CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if appointments are not kept, CUSTOMER may incur costs associated with Equipment redelivery and installation. Each Safe must be installed by LOOMIS or its designated agent. If necessary for the functionality of the Safe (as

determined by LOOMIS), CUSTOMER shall provide, at its own expense, and throughout the term of this Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be required for appropriate installation and as needed to maintain the correct ongoing operation of the Safe. The Equipment is provisioned with a wireless modem which will serve as the primary source of remotely communicating with the Equipment; but, in the event a wireless solution is not available based on the conditions or physical location of the Equipment, LOOMIS will require the use of a dedicated data line provisioned with a static IP by CUSTOMER'S local Internet provider.

(4) Return or Repossession: Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Safe to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Safe available for de-installation and removal at CUSTOMER's cost and expense. In the event of loss or damage to the Safe, CUSTOMER shall, at LOOMIS option: (a) pay the cost to place the Safe in good repair, condition and working order; or (b) pay for a replacement Safe. No loss or damage to the Safe or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement. In the event that it becomes necessary, during, or at the end of the Agreement term for LOOMIS to take possession of and/or be required to remove the Safe, LOOMIS shall be entitled to reasonable reimbursement from CUSTOMER, of all expenses associated with removal and/or repossession of such Safe, and reasonable attorney's fees, if incurred to obtain appropriate authority for removal and/or repossession.

(5) Access to Safe: CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee access to the Safe during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of safe.

c. **Certain Customer Representations and Agreements**: Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment, CUSTOMER agrees that title and right to possession of the Safe shall at no time pass to CUSTOMER. The Safe is and shall remain personal property of LOOMIS, notwithstanding the fact that the Safe may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Safe must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Safe is located shall at a minimum have a fully functional monitored premise and fire/smoke detection alarm, including: 1) door and window contacts at all exterior openings to the building where the Safe is located; 2) monitored motion detection sensors covering the entire room where the Safe is located; and 3) wireless or cellular alert capability or a secured line with automatic notification. CUSTOMER acknowledges and agrees that in certain jurisdictions where police response is conditioned upon verified alarm notification, LOOMIS may, in its sole discretion, require CUSTOMER to obtain a verified alarm or 24 hour remote monitoring service. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks and video camera recorded surveillance on the Safe. Video surveillance recordings must be retained a minimum of thirty (30) days. If at any time during this Agreement CUSTOMER is (i) negligent regarding CUSTOMER'S site security obligations of the service location where the Safe is located; (ii) in breach of the site security obligations set out in this Agreement; or (iii) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 1(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Within ten (10) days of LOOMIS' request, CUSTOMER agrees to fully reimburse LOOMIS for all amounts paid by LOOMIS to CUSTOMER's financial institution arising out of, or related to: 1) CUSTOMER's failure to maintain its obligations under this Agreement, including but not limited to, the obligations under this Section 1(c); or 2) any breach of this Agreement by CUSTOMER. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 12 for which LOOMIS may terminate this Agreement.

2. BILLING AND PAYMENT

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items described in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. LOOMIS at its discretion may impose, and CUSTOMER agrees to pay, a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, or such lesser rate as may be required by law, on any late or unpaid invoice amounts due and payable to LOOMIS. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

3. RATE ADJUSTMENT

LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or five percent (5%), whichever is lower.

To account for future movements in the price of diesel fuel LOOMIS shall assess a monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Items). LOOMIS established baseline is \$1.91. Any cost above the \$1.91 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon up to \$2.41. At \$2.41 per gallon the rate shall remain constant until fuel reaches \$3.51 per gallon, upon which the .5% increment increase shall resume per each .10 cost increase per gallon (i.e. if diesel prices rise to \$2.01, your fuel fee is increased by 0.5%) The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table referenced below is for guidance only and does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
3.91	4.00	0.10	5.00 %
3.81	3.90	0.10	4.50 %
3.71	3.80	0.10	4.00 %
3.61	3.70	0.10	3.50 %
3.51	3.60	0.10	3.00 %
3.41	3.50	0.10	2.50 %
3.31	3.40	0.10	2.50 %
3.21	3.30	0.10	2.50 %
3.11	3.20	0.10	2.50 %
3.01	3.10	0.10	2.50 %
2.91	3.00	0.10	2.50 %
2.81	2.90	0.10	2.50 %
2.71	2.80	0.10	2.50 %
2.61	2.70	0.10	2.50 %
2.51	2.60	0.10	2.50 %
2.41	2.50	0.10	2.50 %
2.31	2.40	0.10	2.00 %

2.21	2.30	0.10	1.50 %
2.11	2.20	0.10	1.00 %
2.01	2.10	0.10	0.50 %
1.91	2.00	0.09	0.00 %

LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. LIABILITY

a. **General Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Safe note validator. The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. The term "Manual Drop Shipments" shall refer to the currency, coin or checks inserted into the manual drop section of the Safe. The term "Validated Cash" shall refer to the currency inserted and accepted by the Safe bill validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Safe, LOOMIS assumes no liability for any loss. Also, LOOMIS shall incur no liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Safe and/or bill validator(s) caused by CUSTOMER, its employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of CUSTOMER, its employees, contractors, agents, directors or assigns, (iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by LOOMIS in its sole discretion, or (iv) for counterfeit bills placed into safe as deposits. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR A CARGO LOSS, WHICH IS SUBJECT TO THE MAXIMUM LIABILITY COVERAGE AMOUNT SPECIFIED HEREIN, IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. CLAIM PROCEDURES

The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement.

a. **Notification:** In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this forty-five (45) day period, the claim for the loss shall be deemed waived by CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, customer contact information with payment instructions and supporting documentation if available at the time of notice. All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.

It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b. **Limitations:** Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Coverage amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER.

c. **Check Reconstruction:** CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo Loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment. The term "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d. **Proof:** Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo Loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER's rights and remedies of recovery.

6. LIMITATIONS & FORCE MAJEURE

a. **Limitations:** The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion determines the same may endanger the safety of CUSTOMER's property or personnel or LOOMIS' vehicles or employees.

b. **Force Majeure:** It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade; or

(3) acts of God, strikes, labor disturbances, while shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft), impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS reasonable control.

c. **Ownership:** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

7. RESERVED

8. CONTAINER VALUE LIMITATION

CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks

to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

9. WARRANTIES & REPRESENTATIONS

CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Safe and further agrees that any and all warranties on the Safe are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of the manufacturer's warranty or in the event of damages, action, demand or fee arising from malfunction or latent defect of the Safe, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED. ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

For Validated Cash, LOOMIS guarantees that the amount reflected on any Safe's audit report will accurately reflect the contents of the Safe. LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of equipment to work properly for any reason whatsoever.

10. RESERVED

11. INSURANCE

With regard to the Safe provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Safe for not less than the full replacement value of the Safe, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. CUSTOMER hereby appoints LOOMIS as CUSTOMER's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement. If CUSTOMER fails to purchase such insurance as required under this provision, LOOMIS shall have the right, in its sole option, to acquire same at CUSTOMER's sole expense and cost or terminate this Agreement. In case of failure of CUSTOMER to procure or maintain said insurance, as more fully outlined below, or to pay fees, assessments, charges and taxes, all as specified in this Agreement, LOOMIS shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to LOOMIS with the next invoice, and failure to repay the same shall carry with it the same consequences as failure to pay any amount(s) due for service provided hereunder.

12. DEFAULT

a. The parties agree that any early termination of this Agreement by CUSTOMER would cause Loomis to incur monetary damages which are difficult or impossible to estimate. If CUSTOMER terminates this Agreement prior to the expiration of the term of this Agreement, CUSTOMER shall pay to LOOMIS liquidated damages ("Termination Fee") equal to seventy-five percent (75%) of the charges for each location multiplied by the remaining months contained in the initial or renewal term, as the case may be. The parties agree that this Termination Fee is a fair and reasonable estimate of the monetary damages incurred by LOOMIS as a result of early termination or breach of the Agreement by CUSTOMER. The parties agree that the Termination Fee is a form of liquidated damages and is not a penalty.

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Safes or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within five (5) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

b. If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Safe, prior to the end of the term, or fails to pay any invoices or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (a) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (b) to sue for and recover payments, then accrued or thereafter accruing; (c) to take possession of the Safe, without demand or notice, wherever same may be located, without any court order or other process of law; (d) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (a) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (b) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; (c) to terminate this Agreement; or (d) to pursue any other remedy at law or in equity. CUSTOMER hereby waives any and all damages occasioned by the removal and taking of possession of the Safe. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.

13. MISCELLANEOUS

a. **Security Filings:** CUSTOMER hereby agrees to execute any and all documents requested by LOOMIS to perfect its security interest in the Safe. If LOOMIS consents to a change of service location of the Safe, CUSTOMER agrees to execute any further documentation necessary to perfect LOOMIS' security interest. All costs and expenses associated with filing of LOOMIS security interest in the Safe shall be at the sole expense of CUSTOMER.

b. **Holiday Service:** CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

c. **Bankruptcy:** If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Safe and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Safe provided hereunder shall not be treated as an asset of CUSTOMER. The Safe is, and shall at all times be and remain, the sole and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

d. **Non-Warranty Service Calls and Customer Routine Maintenance:** CUSTOMER shall be responsible for all non-warranty SafePoint costs associated with any repair or service call; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, coin jams, bill jams, screen protector damage or replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors. CUSTOMER agrees that it shall not permit any party except LOOMIS'

employees and LOOMIS' authorized maintenance vendors to repair or maintain the Equipment without LOOMIS' prior written consent.

e. **Confidentiality:** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information
- (3) information which is or becomes publicly available other than through breach by the Receiving Party of this Agreement;
- (4) information which is independently developed by or on behalf of Receiving Party; and
- (5) information which is required to be disclosed pursuant to Missouri's Sunshine Law.

f. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Missouri without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

By _____

Printed Name _____

Title _____

Date _____

Tel _____

LOOMIS

By _____

Printed Name _____

Title _____

Date _____

Tel _____

AGREEMENT ADDENDUM

This **ADDENDUM TO SAFEPOINT AGREEMENT** (“Addendum”) is entered into this _____ day of _____, 2024, by and between the City of Republic, Missouri (“City”)¹ and Loomis Armored US, LLC (“Provider” or “Loomis”). City and Provider are collectively referred to herein as the “Parties.”

WITNESSETH:

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

WHEREAS, Provider is a foreign Limited Liability Company authorized to do business in the State of Missouri and currently in good standing with the Missouri Secretary of State, located at 2500 City West Boulevard, Suite 2300, Houston, Texas 77042; and

WHEREAS, City desires to engage Loomis to provide certain services and equipment relating to the transportation and safekeeping of cash and other currency items owned by the City, as set forth in paragraph 1 of the Safepoint Agreement (also referred to herein as “the Agreement”) accompanied by this Addendum (the services and equipment hereinafter referred to as “the Project”); and

WHEREAS, Provider has proposed the Safepoint Agreement for execution by both parties, intended to govern the terms and conditions of the Project; and

WHEREAS, in order to clarify the rights and obligations of the Parties, and the terms by which the Parties must carry out their respective duties under the Agreement, and further because City is a Missouri municipal corporation subject to certain laws, rules and regulations unique to governmental entities, the Parties desire to enter into and execute this Addendum, set forth fully at length herein below; and

WHEREAS, the Parties acknowledge that this Addendum is intended to accompany and supplement the Agreement, and further is intended to prevail as the authoritative document governing the Project in the event of any inconsistency between the Addendum and Agreement.

NOW, THEREFORE, City and Provider collectively agree to the Addendum herein, as follows:

1. **Inconsistencies / Order of Priority:** To the extent any conflicts or inconsistencies exist between the terms or conditions in this Addendum, and the terms or conditions in the Agreement, or any other prior agreement between the Parties, ***the terms contained in this Addendum shall supersede those contained in the Agreement and/or any other prior agreement(s), and shall govern.*** The Agreement and Addendum, together with any other Contract Documents, exhibits, or other records specified herein below, are collectively referred to herein as “the Contract.”

2. **Ability to Contract:** Provider warrants that it has the legal ability to enter into this

¹ The City is additionally referred to as “Client” in the Safepoint Agreement to which this Addendum is attached.

Addendum and fulfill the terms contained herein.

3. Manner and Time for Provider's Performance of Obligations: Provider will furnish all supervision, labor, tools, equipment, supplies, and other materials necessary to perform its obligations under the Contract, and to perform its obligations at Provider's own expense in accord with the Contract unless otherwise specified in the Contract Documents, and to comply with all applicable federal, state and local laws and ordinances, for the duration of the Contract.

4. Sales Tax Exemption: The Contract price does not include, and City shall not be obligated to pay, any sales or use tax(es) on the materials provided under the Contract or otherwise used in the Project. Upon request, pursuant to the provisions of Section 144.062, RSMo., City will furnish Provider with a Project Exemption Certificate and a Missouri Tax Exemption letter for use in purchasing materials being directly incorporated into or consumed in connection with the Project, on a tax-free basis. It is the sole responsibility of Provider to provide the aforementioned documents to any sub-contractor upon request or as otherwise needed. Under no circumstances shall Provider, or any sub-contractor working through or on behalf of Provider, present the aforementioned Project Exemption Certificate or Missouri Tax Exemption letter in connection with a purchase or purchases for any item, service or other object that is not being directly incorporated into the Project or consumed directly in connection with the Project.

5. Costs Not to Exceed: ***The Parties acknowledge and agree that City is limited by law with respect to the amount of money it is permitted to pay for the Project, and consequently will, in no event, pay Provider a total amount in excess of Eighty-One Thousand Nine Hundred Eighty-Two and 59/100 Dollars (\$81,982.59) ("Not-to-Exceed Amount") in connection with the Project.*** The Parties expressly acknowledge that the Not-to-Exceed Amount may not be exceeded ***unless*** the Contract is amended, in writing and signed by all Parties, pursuant to approval of the City Council, which shall be a prerequisite to any such amendment.

6. Payment: City hereby agrees to pay Provider for the services it provides in accord with the payment terms specified in the Contract Documents, and only upon City's acceptance of the work as provided for in the Contract Documents. No partial payment by City to Provider shall operate or otherwise be construed as City's approval or acceptance of the work performed by Provider or materials furnished hereunder.

7. Payment for Labor and Materials: Not applicable.

8. Supplemental and Additional Services: Should City desire or need any supplemental and/or additional services under the Contract, City shall have to right to use their own employees or contractors or enter into a second (or subsequent/supplemental) agreement addendum with Provider for any supplemental and/or additional services. Such decision on any supplemental and/or additional services shall be at the sole discretion of City.

9. Insurance Requirements: For the entire duration of the Contract, Provider shall

maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. Provider shall furnish City with proof of insurance that satisfies the requirements stated below, unless otherwise agreed to or specified by City.

- a. **Workers' Compensation:** To the extent Provider is required to do so pursuant to Section 287.010 RSMo., et seq., Provider shall maintain Workers Compensation coverage for all persons it will employ or retain to perform any work in connection with the Contract, and in the event Provider subcontracts any such work, Provider shall require the sub-contractor(s) to provide similar Workers Compensation Insurance for the sub-contractor's employees, unless such employees are covered by Provider's coverage. Workers' Compensation coverage shall meet the minimum requirements set forth in Section 287.010 RSMo., et seq.
- b. **Employers' Liability:** Provider shall maintain Employers' Liability coverage of not less than \$1,000,000 each occurrence.
- c. **Commercial General Liability:** Provider shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any obligations under the Contract or otherwise in connection with the Project, in an aggregate amount of than \$3,370,137 each occurrence and \$505,520 each person.
- d. **Commercial Automobile Liability (*applies only to projects involving Provider's operation of vehicles in performing its work under the Contract*):** Provider shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.

10. Insurance Requirements for Subcontractors. In case any or all work under the Contract is sub-let, Provider shall require the sub-contractor to procure and maintain all applicable insurance(s) required in Paragraphs 9(b), (c) and (d), above, and to the extent any such sub-contractor is required to carry Workers' Compensation coverage under Section 287.010 RSMo., et seq., Provider shall require the sub-contractor(s) to procure and maintain such insurance at all times while performing work under this Contract.

11. Proof and Maintenance of Insurance. Prior to beginning any work under the Contract, Provider, and/ any sub-contractors, shall furnish the City with acceptable proof of the insurance coverages required in Paragraph 9, above. Provider, and any sub-contractors, shall not cancel, reduce, modify or otherwise fail or refuse to renew the coverages provided for herein, without providing at least thirty (30) days' prior written notice to the City. In such event, the City has

the right to require Provider, or sub-contractor, to reinstate or obtain new coverage in the amount(s) required to satisfy the provisions of Paragraph 9, above, or alternatively, to terminate the Contract without any penalty to the City.

12. Pending Legislation: In the event the scope or extent of City's tort liability as a governmental entity, as described in Sections 537.600 through 537.650, RSMo., is broadened or increased during the term of the Contract, by legislative or judicial action, City may require Provider, upon 10 days' written notice, to execute an addendum whereby Provider agrees to provide, at a price not exceeding Provider's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

13. Provider's Responsibility for Sub-Contractors: Provider shall be as fully responsible to City for the acts and omissions of its sub-contractor(s), and persons either directly or indirectly employed by it/them, as Provider is for the acts and omissions of persons it directly employs. Provider shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all sub-contractors to Provider by all the terms herein set forth, and insofar as applicable to the work of sub-contractors and to give Provider the same power regarding the termination of any subcontract as City may exercise over Provider under any provisions of this contract. Nothing contained in the Contract shall create any contractual relationship between the sub-contractors and City or between any sub-contractor.

14. Liquidated Damages: Governed by Section 12 of the SafePoint Agreement.

15. Liability and Indemnity: The Parties mutually agree to the following:

- a. In no event shall City be liable to Provider for special, indirect, or consequential damages, except those caused by City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of the Contract. The maximum liability of City shall be limited to the amount of money to be paid or received by City under the Contract.
- b. Provider shall defend, indemnify, and hold harmless City, its elected officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays and expenses, from claims arising out of or relating in any way to the Contract, or the work or any subcontract thereunder (Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of the Contract to Provider. This provision does not require Provider to defend, indemnify or hold harmless City for negligence, gross negligence or intentional misconduct on the part of City.
- c. Provider shall indemnify and hold City harmless from all wages or overtime compensation due and owing to its employees in rendering Services pursuant to

the Contract or any subcontract under the Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

- d. The indemnification obligations herein shall not negate, abridge or reduce, in any way, any additional indemnification which City, including its elected or appointed officials, agents and employees, is otherwise entitled to seek or receive under state or local law, applicable regulation, or in equity.
- e. Provider affirms that it has had full and fair opportunity to recover the costs of any liability or other insurance required under the Contract in its pricing.

16. City Benefits: Provider shall not be entitled to any of the benefits established for the employees of City nor be covered by City's worker's compensation program/benefits.

17. Affidavit for Contracts Over \$5,000 (E-Verify): Pursuant to Sections 285.525 through 285.550, RSMo., if the total value of the Contract exceeds \$5,000, and Provider is associated with a business entity, Provider shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Services. Additionally, Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

18. Proof of Lawful Presence: Pursuant to Section 208.009, RSMo, Provider shall provide to City the documentation necessary for demonstrating compliance with the lawful presence terms contained within Section 208.009 RSMo. Affirmative proof of lawful presence can be established through furnishing any documentation recognized by the Department of Revenue as acceptable proof of lawful presence, or, any documentation issued by the United States Government that confirms lawful presence in the United States.

19. General Independent Provider Clause: The Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that Provider is and shall be an independent Provider for City and is not an employee of City for any purpose, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out Provider's activities and responsibilities hereunder. Provider agrees that it is a separate and independent enterprise from City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. The Contract shall not be construed as creating any joint employment relationship between Provider and City, and City will not be liable for any obligation incurred by Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Occupational License(s): Unless exempted under state or local law, Provider must be authorized to do business within the State of Missouri, and shall maintain, for the duration of the Project, all required occupational licensure by/through the City. The cost for such licensing shall be the sole responsibility of Provider.

21. Nondiscrimination: Nondiscrimination. In discharging its obligations under the Contract, Provider agrees not to discriminate in any way on the basis of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or a qualified individual with a disability, or political opinion or affiliation, against any employee of Provider or applicant for employment, and shall include a similar provision in any sub-contracts executed hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60- 1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Provider shall abide by the provisions of 41 C.F.R. § 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b. Provider shall abide by the provisions of 41 C.F.R. § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

22. Conflict of Interest: In accepting the Contract, Provider certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in the Contract. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo., shall not be violated.

23. Waiver: No provision of the Agreement documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. Entire Agreement: This Addendum, along with the other Contract Documents identified herein, contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. The Contract may not be modified or amended other than in writing as agreed and signed by all the Parties.

25. Jurisdiction and Venue: The Contract Documents 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 the Contract, or any disputes that come from it, shall solely lie in the Circuit Court of Greene County, Missouri.

26. Disputes: In the event City is the prevailing party in any litigation arising out of or relating in any way to the Project or the Contract Documents, City shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection with resolution or disposition of such dispute, no matter the forum in which such dispute is disposed or resolved.

27. Liability: Nothing in the Contract shall be construed to create any liability on behalf of the City for any direct, special, indirect, or consequential damages. The City shall not pay any

attorney fees of any other Party even if that Party is the prevailing party.

28. 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 emailed signatures, the Contract 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 the Contract and any alterations thereto. At the request of either Party, the Parties shall promptly exchange executed original counterparts of the Contract or any amendment.

29. Survival: The Contract 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 the Contract.

30. Headings: The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

31. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.

32. Public Body City and Missouri Sunshine Law: The Parties recognize that City is a governmental body subject to the open records provisions of the Missouri Sunshine Law (RSMo., Chapter 610) (“Sunshine Law”). Records generated in connection with the performance of services under the Contract are subject to disclosure upon request for the same, unless excepted from disclosure under the Sunshine Law or otherwise permitted to be closed under the Sunshine Law. If a request under the Sunshine Law (“Sunshine Request”) is presented to City for records pertaining to the Contract, City shall notify Provider of the Sunshine Request, and Provider shall promptly identify and provide all documents being requested as soon as practicably possible so as to enable City to timely respond to such request. Fees may be assessed for time, efforts and/or costs incurred in responding to Sunshine Requests or otherwise ensuring compliance with Sunshine Law requirements, but only to the extent such fees are expressly authorized by the Sunshine Law.

33. Conflicts of Interest: Provider presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under the Contract. In accepting the Contract, Provider certifies all local, state, and federal laws and regulations related to conflicts of interest shall be followed, specifically Chapter 105, RSMo.

34. Assignment: Provider shall neither assign nor transfer any interest in the Contract, whether by assignment, sale, gift, novation or otherwise, without prior written consent of City; provided, however, that claims for money due or owing to Provider under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under the Contract, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under the Contract.

35. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of the Contract shall not affect the validity of the remaining parts to the Contract.

36. Contingent Upon Funds and Approval: The Contract is expressly contingent upon approval by the City Council and the allocation of sufficient funds by the Council to the City for the subject of the Contract. The Parties expressly acknowledge that, in the event the City Council either does not approve the Contract, or does not allocate sufficient funds to cover the cost of the Contract, the City will be unable to perform its obligations under the Contract, and Provider shall have no right of action against City in such event.

37. 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 the Contract and/or addendum.

38. Agreement Documents: The Contract consists of the documents identified in this paragraph below, which, collectively, constitute the entire agreement and understanding of the Parties. These documents are as fully a part of the Contract as if attached hereto or repeated at length herein. The Contract shall consist of the following, listed in order of priority as to governance in the event of any conflicting terms:

- a. Agreement Addendum (“Addendum”).
- b. Safepoint Agreement (“Agreement”).
- c. E-Verify Affidavit.
- d. All Duly Executed Change Orders.

39. Public Entity Immunity. The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., et seq. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to Contractor for any claim arising from or out of this Agreement or performance thereunder, shall not constitute a waiver of any defense or immunity available to the Contractor or the City.

40. Notices: Any notice, request or demand provided for in the Contract shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

To the Provider: Loomis Armored US, LLC
2500 City West Blvd., Suite 2300
Houston, Texas 77042

[The remainder of this page is intentionally left blank. Signatures follow on page 10 of 10]

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

LOOMIS ARMORED US, LLC

By: _____

Printed Name

Title

Date: _____

THE CITY OF REPUBLIC, MISSOURI

By: _____
David Cameron, City Administrator

Date: _____

Approved as to Form:

Megan McCullough, City Attorney

Date: _____

Attest: _____
Laura Burbridge, City Clerk

Date: _____



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-26 A Resolution of the City Council Approving the Independent Audit Report for the Fiscal Year Ending December 31, 2023.

Submitted By: Bob Ford, Finance Director and presented by Jon Cummings, CPA, CGMA | KPM CPAs & Advisors

Date: May 21, 2024

Issue Statement

The City of Republic is required to undergo an independent audit at least once per year.

Discussion and/or Analysis

KPM CPAs, PC, conducted an audit of the City’s financial accounting and reporting practices for the fiscal year ended December 31, 2023 (“FY 2023”).

Audit

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,” (the “Auditor’s Opinion”) and the basic financial statements, which are presented through two views:

- Government-wide statements, which focus on the City of Republic as a whole entity; and
- Major individual funds, through the presentation of fund financial statements.

Additionally, this report includes the Management Discussion & Analysis, which provides management’s view of FY 2023 and a preview of the FY 2024 Budget.

Opinion - The auditor’s opinion is the City of Republic’s financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, as of December 31, 2023, 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.

Recommended Action

City Staff recommends that City Council approve the Audit Report for the fiscal year ending December 31, 2023 as presented.

A RESOLUTION OF THE CITY COUNCIL APPROVING THE INDEPENDENT AUDIT REPORT FOR THE FISCAL YEAR ENDING DECEMBER 31, 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, under Section 3.9 of the City Charter, the Council is required to provide for an independent financial audit of all City accounts at least once a year, to be conducted by a certified public accountant or accountants who have no personal interest, directly or indirectly, in the fiscal affairs of the City in accordance with generally accepted accounting standards (“Audit”); and

WHEREAS, the City selected the independent firm of KPM CPAs, PC (“KPM”), which meets the requirements set forth in the Charter, to perform the Audit for the fiscal year ending December 31, 2023; and

WHEREAS, KPM has completed the Audit for the fiscal year beginning January 1, 2023 and ending December 31, 2023 and provided the report from such Audit (“Audit Report”) to the City; and

WHEREAS, per Section 3.9 of the City Charter, the Audit Report is maintained in the Office of the City Clerk and is available for public viewing.

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

Section 1. The audit report prepared by the independent, certified public accounting firm of KPM CPAs, PC, for the fiscal year beginning January 1, 2023 and ending December 31, 2023, attached to this Resolution and labeled “Exhibit A,” is hereby acknowledged, approved and accepted, and shall be maintained and made available for public viewing at the Office of the City Clerk.

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 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:

City of Republic, Missouri

Basic Financial Statements Year Ended December 31, 2023



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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, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, as of and for the year ended December 31, 2023, 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, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, as of December 31, 2023, 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 Auditors' 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.

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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

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.

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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining nonmajor fund financial statements and Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 14, 2024, 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.

KPM CPAs, PC
Springfield, Missouri
May 14, 2024

Management's Discussion and Analysis

Management's Discussion and Analysis

December 31, 2023

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, 2023. Please read it in conjunction with the City's financial statements.

Financial Highlights

The net position of the City's governmental activities increased by \$14,836,958 for the year as a result of current year activities. The net position of the City's business-type activities increased by \$20,712,929 for the year.

The assets and deferred outflows of the City exceeded its liabilities and deferred inflows as of December 31, 2023, by \$115.3 million (net position). Of this amount \$33.9 million was unrestricted and may be used to meet future obligations of the City.

Non-pension-related long-term liabilities of the City increased by \$9,145,584. This is mainly due to the issuance of the Series 2023 bonds and the MTFC Loan. The City's net pension liability increased by \$735,413.

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.

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, 2023

Government-Wide Financial Analysis

Net Position

The following table presents the condensed Statement of Net Position for the City as of December 31, 2023 and 2022:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total December 31, 2023</u>	<u>Total December 31, 2022</u>
Assets				
Current and other assets	\$ 28,829,055	\$ 46,896,780	\$ 75,725,835	\$ 67,249,165
Capital assets	53,965,269	61,372,088	115,337,357	75,590,446
	<u>82,794,324</u>	<u>108,268,868</u>	<u>191,063,192</u>	<u>142,839,611</u>
Deferred Outflows of Resources	1,485,530	366,436	1,851,966	1,230,843
Liabilities				
Current liabilities	2,672,444	7,601,835	10,274,279	6,455,217
Long-term liabilities	15,338,563	47,556,857	62,895,420	53,749,836
Net pension liability	2,354,723	629,396	2,984,119	2,248,706
	<u>20,365,730</u>	<u>55,788,088</u>	<u>76,153,818</u>	<u>62,453,759</u>
Deferred Inflows of Resources	279,670	1,219,849	1,499,519	1,904,761
Net Position				
Net investment in capital assets	44,768,553	36,588,143	81,356,696	58,297,014
Restricted	-	-	-	121,095
Unrestricted	18,865,901	15,039,224	33,905,125	21,293,825
	<u>\$ 63,634,454</u>	<u>\$ 51,627,367</u>	<u>\$ 115,261,821</u>	<u>\$ 79,711,934</u>

Total net position of the City increased by \$35,549,887 for the year due to current year activity. Total liabilities for the City have increased by \$13,700,059. The change in total liabilities is due a large increase in accounts payable due to the timing of the payment of invoices for large construction projects, the issuance of the Series 2023 bonds and the MTFC loan, and the increased calculation of the net pension liability during the current year.

Management’s Discussion and Analysis

December 31, 2023

Changes in Net Position

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total Year Ended December 31, 2023</u>	<u>Total Year Ended December 31, 2022</u>
Revenues and Transfers				
Program Revenues				
Charges for services	\$ 2,398,735	\$ 8,802,771	\$ 11,201,506	\$ 9,195,850
Operating grants and contributions	18,806	14,815,659	14,834,465	2,017,322
Capital grants and contributions	8,942,357	5,264,876	14,207,233	8,474,291
General Revenues				
Sales taxes	14,960,224	-	14,960,224	14,612,898
Ad valorem taxes	1,990,775	-	1,990,775	1,683,242
Motor vehicle and gas taxes	956,989	-	956,989	723,389
Other taxes	98,892	-	98,892	96,102
Franchise fees	1,008,391	-	1,008,391	958,501
Interest	705,273	1,125,784	1,831,057	574,577
Other revenue	590,810	567,661	1,158,471	855,248
Transfers	978,682	(978,682)	-	-
Total Revenues and Transfers	<u>32,649,934</u>	<u>29,598,069</u>	<u>62,248,003</u>	<u>39,191,420</u>
Expenses				
Administrative	2,050,887	-	2,050,887	2,478,930
Information technology	780,432	-	780,432	608,244
Human resources	360,526	-	360,526	-
Municipal court	205,737	-	205,737	127,767
Economic development	774,384	-	774,384	744,166
Police	3,253,645	-	3,253,645	2,957,917
Fire	2,796,859	-	2,796,859	2,378,185
Emergency management	14,417	-	14,417	20,820
Animal control	310,470	-	310,470	287,430
Street	3,270,911	-	3,270,911	2,078,897
Stormwater	56,272	-	56,272	7,750
Parks and recreation	3,363,932	-	3,363,932	3,583,915
Debt service	574,504	-	574,504	129,329
Water	-	3,361,621	3,361,621	2,339,592
Sewer	-	5,523,519	5,523,519	5,400,685
Total Expenses	<u>17,812,976</u>	<u>8,885,140</u>	<u>26,698,116</u>	<u>23,143,627</u>
<i>Increase in Net Position</i>	<u>\$ 14,836,958</u>	<u>\$ 20,712,929</u>	<u>\$ 35,549,887</u>	<u>\$ 16,047,793</u>

Governmental Activities

Governmental activities increased the net position of the City by \$14,836,958. Tax revenues for the City were \$19,015,271, which is an increase of \$941,139 from the prior year. Program revenues for the functions totaled \$11,359,898, which is

Management’s Discussion and Analysis

December 31, 2023

an increase of \$1,232,510 from the prior year. 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	\$ 2,050,887	\$ 2,033,082
Information technology	780,432	780,432
Human resources	360,526	360,526
Municipal court	205,737	(92,358)
Economic development	774,384	156,452
Police	3,253,645	3,168,764
Fire	2,796,859	2,773,039
Emergency management	14,417	14,417
Animal control	310,470	310,470
Street	3,270,911	(5,648,222)
Stormwater	56,272	56,272
Parks and recreation	3,363,932	1,965,700
Debt Service	574,504	574,504
	<u>\$ 17,812,976</u>	<u>\$ 6,453,078</u>

Business-Type Activities

Business-type activities increased the City’s net position by \$20,712,929. This is up from the prior-year increase of the City’s business-type activities of \$2,477,864. The majority of the increase in net position of the business-type activities is due to the federal reimbursements of waste water treatment plant project costs that began occurring during the current year.

Financial Analysis of the City’s Funds

The combined fund balances of the City’s governmental funds as of December 31, 2023, were \$26,358,628, which was a net increase of \$9,707,581 across the funds. The increase is due to conservative budgeting.

General Fund Budgetary Highlights

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

- The City’s General Fund budget was amended in December 2023.
- The City’s original budgeted revenues and transfers in for the General Fund were \$17,228,366 and budgeted expenditures and transfers out were \$16,726,253, for the year ended December 31, 2023.

Management’s Discussion and Analysis

December 31, 2023

- The City’s amended budgeted revenues and transfers in for the General Fund were \$17,429,163, and amended budgeted expenditures and transfers out were \$16,181,668, for the year ended December 31, 2023. Actual revenues and expenditures, including transfers, were \$17,918,614 and \$15,876,685, respectively.

Capital Assets and Debt Administration

Capital Assets

Capital assets of the governmental activities were \$53,965,269 (net of accumulated depreciation) as of December 31, 2023. This represents a \$15,383,725 increase from the prior year. Net capital assets for business-type activities were \$61,372,088, as of December 31, 2023. This represents an increase of \$24,363,186 from the prior year. The increases are mainly due to infrastructure upgrades and a new facility being constructed.

Debt

Total debt of the governmental activities as of December 31, 2023, was \$16,470,131, which is a net increase of \$10,172,031 from the prior year. The increase is due to the issuance of the Series 2023 special obligation bonds in the amount of \$9,920,000 and the MTFC loan in the amount of \$2,007,533. Retirements of principal and amortization of premiums totaled \$1,857,880 during the year.

Total debt of business-type activities as of December 31, 2023, was \$49,318,203, which is a net decrease of \$1,679,961 from the prior year. Retirements of principal and amortization of premiums totaled \$1,699,549 during the year.

Economic Factors and Next Year’s Budget

Economic Factors

The City of Republic (the “City”) is located a few miles from the City of Springfield, the third-largest city in Missouri. As such, Springfield’s demographics, economic statistics, and strong workforce continued to positively impact the City of Republic.

- Sales tax revenue increased in FY 2023 but at a declining rate when compared to prior years as the COVID stimulus programs, which resulted in incremental cash generation, along with pent-up product demand, which drove retail sales coming out of the Pandemic, were primarily depleted during 2021 and 2022.
- Furthermore, FY 2023 benefited from prior years’ economic growth as exemplified in the growth in property taxes.

Capital Investment & Financial Results

During FY 2023, the City continued investment in two major capital projects.

- Parks & Recreation – The expansion of the pool (“The Rush”) and the upgrade to portions of JR Martin Park. To fund this project, in March 2023, the City issued \$9.920 million (“Par”) in tax exempt Series 2023 Special Obligation Bonds (“Series 2023 Bonds”). Par value, plus premium, less discounts and issuance costs resulted in net proceeds of \$9,998,565 to the City.
 - By Fiscal Year 2023 year-end, the City had spent \$3,292,958 on eligible expenditures, leaving a restricted cash balance of \$6,705,607.
 - The City remains continually grateful for the voter approval for the renewal of Parks Capital Improvement Sales Tax initiative in August 2022, which helps to fund ongoing capital products and provides cash to meet the annual debt service on the Series 2023 Bonds.

Management’s Discussion and Analysis

December 31, 2023

- Wastewater – The City continued work on the \$140 million Wastewater Treatment Plant Project (“WWTP”) during Fiscal Year 2023.
 - The City issued \$45,445,000 in tax exempt Series 2022 Special Obligation Bonds (“Series 2022 Bonds”).
 - The Series 2022 Bonds, issued at a Premium of \$3,422,527 less an Underwriters Discount of \$363,560 yielded \$48,503,967 in cash to the City.
 - The Series 2022 Bonds were issued to partially fund the WWTP and to build the new BUILDS facility that houses Water, Wastewater, Streets and Community Development.
 - In anticipation of the incremental cash required to pay the annual debt service on the Series 2022 Bonds, Wastewater rates were increased in 2022 and will gradually increase over the next few years to fund the debt service for the Series 2022 Bonds and future debt required to fund the WWTP Project.
 - From the time of issuance of the Series 2022 Bonds in Feb 2022 thru year end FY 2023, the City spent:
 - \$5.2 million on the BUILDS Facility; and
 - \$18.9 million on eligible WWTP expenditures, leaving a restricted cash balance of \$24,434,542.
 - To further aid in the funding, the City lobbied for and received grant commitments of:
 - \$25 million from ARPA administered thru the Department of Natural Resources. These funds are reimbursed at 70% from ARPA, 30% from the City.
 - \$25 million from Missouri’s state funded General Revenue fund. These funds are reimbursed at 50% from Missouri General Revenue, 50% from the City.
 - To complete the funding for the WWTP Project, the City has also secured up to \$50 million in State Revolving Fund (“SRF”) low interest rate debt. These funds are expected to close early summer 2024.

From an operating perspective, the City of Republic ended FY 2023 better than Budget.

- Revenue- better than Budget.
 - City sales taxes ended the year \$131,703 worse than Budget.
 - Property & other taxes ended the year \$297,961 better than Budget, more than offsetting the Budget miss on City Sales Taxes.
 - Interest income ended the year \$139,828 better than Budget due to:
 - Higher interest rates
 - Slower spend rate tied to Capital Expenditures, primarily on the Wastewater Treatment Plant Project.
- Expenses & Capital Expenditures – better than Budget.
 - Compensation expenses ended the year better than Budget due to unfilled budgeted jobs.
 - Operating expenses ended the year better than Budget.
 - Capital Expenditures ended the year better than Budget due to timing of the expenditure.

Management’s Discussion and Analysis

December 31, 2023

- The City ended FY 2023 with \$51.6 million in total cash.
 - \$13.7 million | Unrestricted
 - \$8.3 Million – General Fund.
 - \$5.4 million – spread over remaining funds/departments.
 - \$37.9 million | Restricted or Assigned
 - \$24.4 million – Wastewater Project.
 - \$6.7 million – Pool & Parks Project.
 - \$6.8 million – Other.

Fiscal Year 2024 Budget

In the FY 2024 Budget, The City continues to challenge the status quo and has budgeted major strides in wastewater improvements, increased Parks & Recreation investment, and the benefits of increased public safety funding. Sales tax growth, which was flat year in FY 2023 when compared to FY 2022, is budgeted at a slight 1% increase over the FY 2023.

The 2024 Consolidated Budget (“Budget”), approved by City Council, consists of an (1) Operating Budget and a (2) Capital Budget, which are broken out as follows.

- Operating Budget with revenues of \$37,457,699, expenses of \$34,611,092 resulting in an Operating Surplus of \$2,846,607.
- Capital Budget with expenditures of \$64,558,749 funded as follows:
 - \$33,701,273 in transfers from existing cash; and
 - \$817,000 in transfers from Capital Improvement Sales Tax Fund or Fire Sales Tax Fund as appropriate; and
 - \$30,131,300 in Grants or Reimbursements from the State of Missouri or Missouri Department of Transportation.
- The combination of these two Budgets results in a Consolidated Net Surplus of \$2,937,432.
- This Budget establishes our operating and capital investment plan for Fiscal Year (FY) 2024. The City of Republic provides basic municipal services such as public safety, street maintenance, water and sewer services, and parks and recreation programs.

The City prepared two (2) parallel documents: the Budget and the 2024-2028 5-Year Capital Improvement Program (CIP).

- The Budget contains twenty individual departmental budgets across ten (10) funds (General Fund, Police Fund, Fire Fund, Street Fund, Stormwater Fund, Water Fund, Wastewater Fund, Parks & Recreation Fund, Capital Improvements Project Fund, and Fire Sales Tax Fund).
- This Budget includes a separate Operating Budget and Capital Budget for each of the individual departmental budgets.
- The CIP identifies all capital and infrastructure needs the City foresees for the next five (5) years, including improvements to the American’s Disabilities Act (ADA) of 1990.

Management's Discussion and Analysis

December 31, 2023

The City must follow governmental accounting standards. These standards require the City to separate different activities into corresponding funds and departments so that the funding sources and uses are kept separate and reported in a particular manner. Financial planning is essential for sound fiscal management and stewardship of resources. At the forefront of any decision is the transparency, accuracy, and accountability of City funds. It is imperative for City Council and City staff to have well-founded internal controls and accuracy before approving a budget. The budget, as proposed, provides direction to the City as to resources available for planned expenditures while allowing for unanticipated expenditures.

In accordance with the Missouri State Statute Section 67.010, the budget is to be balanced and the total proposed expenditures are not to exceed the estimated revenues and any unencumbered fund balance, less any deficit estimated for the beginning of the budget year. Each budget will outline a multi-year presentation of planned and actual resources to allow for the comparative analysis of the financial conditions of the City, as required.

The Operating Budget is comprised of the following Funds, with highlights below:

- General Fund
 - Administration – is a consolidation of the following departments - City Administration, City Clerk, Legal, Finance, Information Technologies, Human Resources, Public Information Office, Community Development (BUILDS), Municipal Court, Animal Control
 - Revenues & Expenses
 - Revenues are appropriated to each respective department as governed by ordinance, ballot, or budget statute.
 - Real Property Levy of 0.4267 per assessed \$100 for the General Fund.
 - Administration personnel costs are allocated proportionally to all funds & departments based on headcount.
 - Each fund and/or department treats the administration allocation as expense to each respective department's budget.
 - Alternatively, the General Fund treats the administration allocation as revenue in the Administration Budget.
 - Both the revenue (in the General Fund) and the expense (in the Fund/Department) budgets are eliminated in the consolidation process.
- Parks and Recreation Fund
 - In March of 2023, the City issued \$9.9 million in Series 2023 Special Obligation Bonds to fund the Aquatic Center expansion & the JR Martin Park upgrades & improvements.
 - The FY 2024 Capital Budget contains \$7,366,899 in expenditures, of which \$6,325,399 are for the Aquatic Center expansion and JR Martin Park upgrades. That specific amount will be funded with restricted cash generated from the Series 2023 Bond issue.
 - The Operating Budget contains the revenues & expenses for the Parks & Recreation Department (community programming, park maintenance, Republic Aquatic Center, Senior Center).
 - Funded by sale of services; and

Management’s Discussion and Analysis

December 31, 2023

- Two (2) ¼-cent Parks Sales Taxes (one for Operations, one for Capital Improvements); and
 - One (1) ¼-cent Greene County Sales Tax designated to Parks; and
 - Real Property Levy of 0.1150 assessed per \$100 for the Parks and Recreation Fund.
- Police Fund
 - In 2021, the voters approved a ¾ cent Public Safety Sales Tax (“PSST”). The PSST is equally split between the Police and Fire Funds. For FY 2024, the Police portion of the PSST is \$1,585,573.
 - For 2024, the total Operating Budget for the Police Fund is \$3,823,375, funded with the \$1,585,573 PSST, a \$1,411,645 transfer from the General Fund, along with \$803,656 from Greene County’s Law Enforcement Sales Tax.
- Fire Fund
 - In 2021, the voters approved a ¾ cent Public Safety Sales Tax (“PSST”). The PSST is equally split between the Police and Fire Funds. For FY 2024, the Fire portion of the PSST is \$1,585,573.
 - For 2024, the total Operating Budget for the Fire Fund is \$3,848,271, funded with the \$1,585,573 PSST and a \$2,217,780 transfer from the General Fund.
- Fire Sales Tax Fund
 - Capital projects and equipment for the Fire Department
- Capital Improvement Sales Tax Fund
 - Voters approved the reallocation of the ¼-cent Stormwater Sales Tax to a general Capital Improvement Sales Tax (CIST), which took effect October 2017.
 - Voters were presented with a list of projects to be funded by the CIST. To ensure transparency, the projects are updated on the City website.
 - The list of completed projects funded through the CIST is also made available on the City website.
- Street Fund
 - Funded in part by the ½-cent Transportation Sales Tax.
 - The Real Property Levy of 0.0657 per assessed \$100 for lights is additional funding for the Street Fund.
- Water Fund
 - The Water Fund is an Enterprise Fund that operates through the sale of water to the citizens of the City.
- Wastewater Fund
 - Likewise, the Wastewater Fund is an Enterprise Fund that operates through the sale of wastewater service to the citizens of the City.

Water & Wastewater Rates

2024 brings rate increases for both water and wastewater rates. Those increases are as follows:

Management’s Discussion and Analysis

December 31, 2023

- Water
 - Inside City Limits
 - Monthly Base Charge will increase from \$8.09 to \$8.66 for 1,500 gallons.
 - Surcharge will increase from \$3.81 to \$4.08 per 1,000 gallons.
 - Outside City Limits
 - Monthly Base Charge will increase from \$12.13 to \$12.98 for 1,500 gallons.
 - Surcharge will increase from \$5.71 to 6.11 per 1,000 gallons.
- Wastewater
 - Inside City Limits
 - Monthly Base Charge will increase from \$25.57 to \$26.85 for 1,500 gallons.
 - Surcharge will increase from \$15.19 to \$15.95 per 1,000 gallons.
 - Outside City Limits
 - Monthly Base Charge will increase from \$38.35 to \$40.27 for 1,500 gallons.
 - Surcharge will increase from \$22.81 to \$23.95 per 1,000 gallons.

Capital Expenditures

Capital expenditures, both maintenance and major projects, are budgeted at \$64,558,749 for 2024. These capital expenditures are broken down into the following major projects.

- Wastewater Project = \$51.9 M
- Schuyler Creek Trail = \$2.0 M
- Pool Expansion = \$4.5 M
- JR Martin Park = \$1.7 M
- Other = \$4.5 M

These 2024 Capital Budget projects comprise the first year of the 5-Year Capital Improvement Plan, which is submitted separately from the Budget and outlines future City needs pertaining to projects and capital equipment. When resources are tight, capital spending is often prioritized and/or deferred if possible. Capital improvements have long-term effects on City operations, as well as impacting both current and future Capital Budgets. The 2024-2028 5-Year CIP was developed in conjunction with the FY 2024 Budget.

Personnel

City Administration considers the employees to be the most valuable assets of the organization and the City continues to invest in our people. In return, it also warrants evaluation of performance, value, and accountability.

In the 2024 budget, wages and personnel benefits are budgeted at \$16,439,194 which is approximately 57% of the Operating Budget expenses. Additional highlights regarding the City’s staff for 2024 include the following:

- The City is budgeting for a total of 171 full-time employees by year end, mostly adding to our Public Safety teams.

Management's Discussion and Analysis

December 31, 2023

- Effective January 1, 2024, the City is budgeting a 4% COLA for all staff to maintain a competitive advantage in relation to surrounding entities and compensate employees for the rising costs associated with inflation.
- The City will continue to fund 100% of the employee's healthcare insurance cost. In addition, effective January 1, 2024, the City now funds 50% of the incremental cost of dependent healthcare which has historically been borne 100% by the employee.

The City participates in the Missouri Local Government Employees Retirement System (LAGERS), which is a defined benefit pension plan providing retirement, disability and death benefits to members and beneficiaries.

- In 2014, City Council approved a change in the City's LAGERS program from the L-1 level to the L-3 level, increasing the employees' pension from a 1.0% multiplier to a 1.25% multiplier. The ensuing change resulted in an approximate 5.6% increase in LAGERS pension contributions on behalf of the employees.
- In 2019, the City assumed the employee's contribution rate of 4% and the employees no longer are required to contribute. No changes to the LAGERS benefit are budgeted in the 2024 Budget.

In 2022, the City and its Council members boldly chose to provide an added benefit of a 9% ICMA Deferred Compensation program provided by the City on behalf of each full-time employee, which went into effect April 1, 2022. The City has budgeted \$891,210 to fund the same ICMA Deferred Compensation benefit for 2024.

Each year, the City remains diligent by taking all employee benefits out for bid, ensuring the best benefit package is available within their means. We are happy to report that our health and dental insurance premiums will remain the same for 2024. We will continue to offer ancillary benefits as options for our staff.

Conclusion

In 2024, our mission will continue to be "aggressively progressive through processes, relationships and trust". We will constantly evaluate our processes to ensure timely service and response through exceptional customer service. We will consistently strengthen our relationships with the community through timely communication and updates, and we will continue to build trust through our dedication to process improvements. We will see ways to improve our local economy, which will help improve the quality of life for our citizens. We remain committed to our goal of enhancing & improving the City's infrastructure and facilities. As such, we remain focused on two extremely specific needs of the City, additional funding for and execution of our Wastewater Treatment Plant Project, along with upgrades and enhancements to our Parks & Recreation system. We are grateful to be able to serve this community and, while there are challenges, we will continue to address and sustain the needs of our growing community.

For additional information or questions, please contact:

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

Bob Ford, Finance Director
David Cameron, City Administrator
Jared Keeling, Assistant City Administrator
Lisa Addington, Chief of Staff

City of Republic

Statement of Net Position

December 31, 2023

	Governmental Activities	Business-Type Activities	Total
Assets			
Current			
Cash and cash equivalents - unrestricted	\$ 6,715,014	\$ 2,553,642	\$ 9,268,656
Investments - unrestricted	6,185,000	-	6,185,000
Ad valorem taxes receivable, net	1,582,175	-	1,582,175
Sales taxes receivable	2,207,726	-	2,207,726
Utilities receivable	-	2,177,858	2,177,858
Intergovernmental receivable	1,278,788	14,904,356	16,183,144
Leases receivable	-	1,193,744	1,193,744
Other receivables	485,964	-	485,964
Prepaid insurance	192,571	58,870	251,441
Noncurrent			
Cash and cash equivalents - restricted	10,181,817	26,008,310	36,190,127
Capital Assets			
Non-depreciable	12,737,575	23,536,769	36,274,344
Depreciable, net	41,227,694	37,835,319	79,063,013
Total Assets	82,794,324	108,268,868	191,063,192
Deferred Outflows of Resources			
Deferred pension outflows	1,485,530	366,436	1,851,966

See accompanying Notes to the Financial Statements

City of Republic

Statement of Net Position

December 31, 2023

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
Liabilities			
Current			
Accounts payable	1,104,946	5,086,477	6,191,423
Retainage payable	210,468	-	210,468
Accrued expenses	171,218	45,055	216,273
Accrued interest payable	54,244	135,135	189,379
Deposits payable	-	573,822	573,822
Current maturities of long-term debt	1,131,568	1,761,346	2,892,914
	<u>2,672,444</u>	<u>7,601,835</u>	<u>10,274,279</u>
Noncurrent			
Bonds payable, net	11,652,046	44,278,532	55,930,578
Financed purchases	3,118,709	3,178,609	6,297,318
Compensated absences payable	567,808	99,716	667,524
Net pension liability	2,354,723	629,396	2,984,119
	<u>17,693,286</u>	<u>48,186,253</u>	<u>65,879,539</u>
Total Liabilities	<u>20,365,730</u>	<u>55,788,088</u>	<u>76,153,818</u>
Deferred Inflows of Resources			
Deferred pension inflows	279,670	49,399	329,069
Leases	-	1,170,450	1,170,450
Total Deferred Inflows of Resources	<u>279,670</u>	<u>1,219,849</u>	<u>1,499,519</u>
Net Position			
Net investment in capital assets	44,768,553	36,588,143	81,356,696
Unrestricted	18,865,901	15,039,224	33,905,125
Total Net Position	<u>\$ 63,634,454</u>	<u>\$ 51,627,367</u>	<u>\$ 115,261,821</u>

See accompanying Notes to the Financial Statements

City of Republic

Statement of Activities

Year Ended December 31, 2023

Functions/Programs	Program Revenues				Net (Expenses), Revenues, and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-Type Activities	
Primary Government							
Governmental Activities							
Administrative	\$ (2,050,887)	\$ 12,360	\$ 5,445	\$ -	\$ (2,033,082)	\$ -	\$ (2,033,082)
Information technology	(780,432)	-	-	-	(780,432)	-	(780,432)
Human resources	(360,526)	-	-	-	(360,526)	-	(360,526)
Municipal court	(205,737)	298,095	-	-	92,358	-	92,358
Economic development	(774,384)	617,182	-	750	(156,452)	-	(156,452)
Police	(3,253,645)	68,990	13,361	2,530	(3,168,764)	-	(3,168,764)
Fire	(2,796,859)	5,242	-	18,578	(2,773,039)	-	(2,773,039)
Emergency management	(14,417)	-	-	-	(14,417)	-	(14,417)
Animal control	(310,470)	-	-	-	(310,470)	-	(310,470)
Street	(3,270,911)	12,919	-	8,906,214	5,648,222	-	5,648,222
Stormwater	(56,272)	-	-	-	(56,272)	-	(56,272)
Parks and recreation	(3,363,932)	1,383,947	-	14,285	(1,965,700)	-	(1,965,700)
Debt Service	(574,504)	-	-	-	(574,504)	-	(574,504)
Total Governmental Activities	(17,812,976)	2,398,735	18,806	8,942,357	(6,453,078)	-	(6,453,078)

See accompanying Notes to the Financial Statements

City of Republic

Statement of Activities

Year Ended December 31, 2023

	Program Revenues				Net (Expenses), Revenues, and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-Type Activities	Total
Business-Type Activities							
Water	(3,361,621)	2,789,018	-	2,078,086	-	1,505,483	1,505,483
Sewer	(5,523,519)	6,013,753	14,815,659	3,186,790	-	18,492,683	18,492,683
Total Business-Type Activities	(8,885,140)	8,802,771	14,815,659	5,264,876	-	19,998,166	19,998,166
Total Primary Government	\$ (26,698,116)	\$11,201,506	\$14,834,465	\$14,207,233	(6,453,078)	19,998,166	13,545,088
General Revenues and Transfers							
Sales taxes					14,960,224	-	14,960,224
Ad valorem taxes					1,990,775	-	1,990,775
Motor vehicle and gas taxes					956,989	-	956,989
Other taxes					98,892	-	98,892
Franchise fees					1,008,391	-	1,008,391
Interest					705,273	1,125,784	1,831,057
Other revenue					590,810	567,661	1,158,471
Transfers					978,682	(978,682)	-
Total General Revenues and Transfers					21,290,036	714,763	22,004,799
<i>Changes in Net Position</i>					14,836,958	20,712,929	35,549,887
Net Position, Beginning of year, as restated					50,405,706	29,306,228	79,711,934
Equity Transfer					(1,608,210)	1,608,210	-
Net Position, End of year					\$ 63,634,454	\$ 51,627,367	\$115,261,821

See accompanying Notes to the Financial Statements

City of Republic

Balance Sheet – Governmental Funds

December 31, 2023

	<u>Special Revenue Funds</u>				
	<u>General Fund</u>	<u>Street Fund</u>	<u>Parks and Recreation Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets					
Cash and cash equivalents - unrestricted	\$ 4,031,505	\$ 852,904	\$ 506,978	\$ 1,323,627	\$ 6,715,014
Investments - unrestricted	5,000,000	1,185,000	-	-	6,185,000
Ad valorem taxes receivable, net	1,115,664	160,296	306,215	-	1,582,175
Sales taxes receivable	1,236,400	353,210	353,209	264,907	2,207,726
Other receivables	390,862	95,102	-	-	485,964
Intergovernmental receivable	-	1,278,788	-	-	1,278,788
Prepaid insurance	127,404	21,043	44,124	-	192,571
Cash and cash equivalents - restricted	185,278	3,250,932	6,745,607	-	10,181,817
Total Assets	<u>\$ 12,087,113</u>	<u>\$ 7,197,275</u>	<u>\$ 7,956,133</u>	<u>\$ 1,588,534</u>	<u>\$ 28,829,055</u>
Liabilities					
Accounts payable	\$ 97,983	\$ 69,656	\$ 937,307	\$ -	\$ 1,104,946
Retainage payable	-	-	210,468	-	210,468
Accrued expenses	116,257	19,065	35,896	-	171,218
Total Liabilities	214,240	88,721	1,183,671	-	1,486,632

See accompanying Notes to the Financial Statements

City of Republic

Balance Sheet – Governmental Funds

December 31, 2023

	Special Revenue Funds				Total Governmental Funds
	General Fund	Street Fund	Parks and Recreation Fund	Nonmajor Governmental Funds	
Deferred Inflows of Resources					
Unavailable revenue	-	983,795	-	-	983,795
Total Deferred Inflows of Resources	-	983,795	-	-	983,795
Fund Balances					
Nonspendable					
Prepaid items	127,404	21,043	44,124	-	192,571
Assigned to					
Street	-	6,103,716	-	-	6,103,716
Stormwater	-	-	-	567,903	567,903
Fire	-	-	-	745,302	745,302
Parks and recreation	-	-	6,728,338	-	6,728,338
Capital improvements	-	-	-	275,329	275,329
Unassigned	11,745,469	-	-	-	11,745,469
Total Fund Balances	<u>11,872,873</u>	<u>6,124,759</u>	<u>6,772,462</u>	<u>1,588,534</u>	<u>26,358,628</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 12,087,113</u>	<u>\$ 7,197,275</u>	<u>\$ 7,956,133</u>	<u>\$ 1,588,534</u>	<u>\$ 28,829,055</u>

See accompanying Notes to the Financial Statements

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

December 31, 2023

Fund balance - total governmental funds	\$ 26,358,628
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:	
Governmental capital assets	70,048,258
Less accumulated depreciation	<u>(16,082,989)</u>
	53,965,269
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:	
Net pension liability	(2,354,723)
Deferred outflows due to pensions	1,485,530
Deferred inflows due to pensions	<u>(279,670)</u>
	(1,148,863)
Deferred revenues collected in subsequent years are not available to pay for current-period expenditures and, therefore, are reported as unavailable revenue in the governmental funds' balance sheet.	983,795
Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditures when due	(54,244)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds	<u>(16,470,131)</u>
Net position of governmental activities	<u><u>\$ 63,634,454</u></u>

City of Republic

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds Year Ended December 31, 2023

	Special Revenue Funds				Total Governmental Funds
	General Fund	Street Fund	Parks and Recreation Fund	Nonmajor Governmental Funds	
Revenues					
Taxes	\$ 10,583,994	\$ 3,280,348	\$ 3,577,231	\$ 1,573,697	\$ 19,015,270
Licenses and permits	590,959	5,067	-	-	596,026
Intergovernmental revenues	34,469	979,562	-	-	1,014,031
Charges for services	67,440	-	1,383,948	-	1,451,388
Fines and forfeitures	366,956	-	-	-	366,956
Miscellaneous	324,530	443,149	252,336	56,941	1,076,956
Total Revenues	11,968,348	4,708,126	5,213,515	1,630,638	23,520,627
Expenditures					
Current					
Administrative	2,027,633	-	-	-	2,027,633
Information technology	786,429	-	-	-	786,429
Human resources	366,626	-	-	-	366,626
Municipal court	205,016	-	-	-	205,016
Economic development	768,409	-	-	-	768,409
Police	3,069,069	-	-	-	3,069,069
Fire	2,039,601	-	-	527,850	2,567,451
Animal control	284,608	-	-	-	284,608
Street	-	2,646,096	-	-	2,646,096
Stormwater	-	-	-	56,272	56,272
Parks and recreation	-	-	2,990,834	-	2,990,834
Capital outlay	658,246	2,565,506	5,557,879	85,596	8,867,227
Debt Service					
Principal and interest	172,803	616,246	1,430,259	88,256	2,307,564
Total Expenditures	10,378,440	5,827,848	9,978,972	757,974	26,943,234
<i>Excess (Deficit) of Revenues Over Expenditures</i>	1,589,908	(1,119,722)	(4,765,457)	872,664	(3,422,607)

See accompanying Notes to the Financial Statements

City of Republic

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds Year Ended December 31, 2023

	<u>Special Revenue Funds</u>				<u>Total Governmental Funds</u>
	<u>General Fund</u>	<u>Street Fund</u>	<u>Parks and Recreation Fund</u>	<u>Nonmajor Governmental Funds</u>	
Other Financing Sources (Uses)					
Insurance recoveries	194,643	-	-	-	194,643
Sale of assets	29,330	-	-	-	29,330
Proceeds from new debt issuances	-	2,007,533	9,920,000	-	11,927,533
Operating transfers in	5,726,293	2,012,957	772,701	-	8,511,951
Operating transfers (out)	(5,498,245)	(190,178)	(397,561)	(1,447,285)	(7,533,269)
Total Other Financing Sources (Uses)	<u>452,021</u>	<u>3,830,312</u>	<u>10,295,140</u>	<u>(1,447,285)</u>	<u>13,130,188</u>
<i>Net Change in Fund Balances</i>	2,041,929	2,710,590	5,529,683	(574,621)	9,707,581
Fund Balance, January 1	9,636,920	2,851,197	1,025,801	4,745,339	18,259,257
Equity Transfer	194,024	562,972	216,978	(2,582,184)	(1,608,210)
Fund Balance, December 31	<u>\$ 11,872,873</u>	<u>\$ 6,124,759</u>	<u>\$ 6,772,462</u>	<u>\$ 1,588,534</u>	<u>\$ 26,358,628</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, 2023

Net change in fund balances - total governmental funds \$ 9,707,581

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:

Expenditures for capital assets	17,046,296
Current year depreciation	(1,662,571)
	15,383,725

Governmental funds defer revenues that do not provide current financial resources.
 However, the Statement of Activities recognizes such revenues at their net realizable
 value when earned, regardless of when received. (252,417)

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 debt	1,844,690
Accrued interest payable	(46,255)
Premium on bonds	(65,375)
Proceeds from the issuance of debt	(11,927,533)
	(10,194,473)

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	219,355
Change in compensated absences	(26,813)
	192,542

Change in net position of governmental activities \$ 14,836,958

Statement of Net Position – Proprietary Fund

December 31, 2023

	Enterprise Funds		
	Water Fund	Sewer Fund	Total
Assets			
Current Assets			
Cash and cash equivalents	\$ 216,660	\$ 2,336,982	\$ 2,553,642
Utilities receivable	595,680	1,582,178	2,177,858
Intergovernmental receivable	88,697	14,815,659	14,904,356
Leases receivable	1,193,744	-	1,193,744
Prepaid insurance	32,024	26,846	58,870
Total Current Assets	<u>2,126,805</u>	<u>18,761,665</u>	<u>20,888,470</u>
Restricted Assets			
Cash and cash equivalents	<u>655,226</u>	<u>25,353,084</u>	<u>26,008,310</u>
Property, Plant and Equipment			
Non-depreciable	193,196	23,343,573	23,536,769
Depreciable	16,207,336	39,572,502	55,779,838
Accumulated depreciation	(4,717,818)	(13,226,701)	(17,944,519)
Total Property, Plant, and Equipment	<u>11,682,714</u>	<u>49,689,374</u>	<u>61,372,088</u>
Total Assets	<u>14,464,745</u>	<u>93,804,123</u>	<u>108,268,868</u>
Deferred Outflows of Resources			
Deferred pension outflows	146,061	220,375	366,436

See accompanying Notes to the Financial Statements

Statement of Net Position – Proprietary Fund

December 31, 2023

	Enterprise Funds		
	Water Fund	Sewer Fund	Total
Liabilities			
Current Liabilities			
Accounts payable	27,097	5,059,380	5,086,477
Accrued expenses	28,588	16,467	45,055
Accrued interest payable	7,299	127,836	135,135
Utility deposits	573,822	-	573,822
Current maturities of long-term debt	248,330	1,513,016	1,761,346
Total Current Liabilities	885,136	6,716,699	7,601,835
Long-Term Liabilities			
Bonds payable, net	1,733,768	42,544,764	44,278,532
Financed purchases	1,525,964	1,652,645	3,178,609
Compensated absences payable	49,897	49,819	99,716
Net pension liability	250,877	378,519	629,396
Total Long-Term Liabilities	3,560,506	44,625,747	48,186,253
Total Liabilities	4,445,642	51,342,446	55,788,088
Deferred Inflows of Resources			
Deferred pension inflows	19,690	29,709	49,399
Leases	1,170,450	-	1,170,450
Total Deferred Inflows of Resources	1,190,140	29,709	1,219,849
Net Position			
Net investment in capital assets	8,174,652	28,413,491	36,588,143
Unrestricted	800,372	14,238,852	15,039,224
Total Net Position	\$ 8,975,024	\$ 42,652,343	\$ 51,627,367

See accompanying Notes to the Financial Statements

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund
Year Ended December 31, 2023

	Enterprise Funds		
	Water Fund	Sewer Fund	Total
Operating Revenues			
Charges for services	\$ 2,456,036	\$ 6,010,753	\$ 8,466,789
Miscellaneous	332,982	3,000	335,982
Total Operating Revenues	<u>2,789,018</u>	<u>6,013,753</u>	<u>8,802,771</u>
Operating Expenses			
Wages and benefits	1,076,443	1,531,139	2,607,582
Professional services	5,525	72,566	78,091
Telephone and utilities	276,226	447,258	723,484
Insurance	31,580	53,406	84,986
Supplies	111,562	138,505	250,067
Travel, meetings and dues	22,104	7,665	29,769
Vehicle expense	48,531	18,685	67,216
Repairs and maintenance	1,233,518	789,827	2,023,345
Depreciation	325,515	786,309	1,111,824
General and administrative	9,736	21,770	31,506
Miscellaneous	64,768	172,079	236,847
Total Operating Expenses	<u>3,205,508</u>	<u>4,039,209</u>	<u>7,244,717</u>
<i>Operating Income (Loss)</i>	(416,490)	1,974,544	1,558,054
Nonoperating Revenues (Expenses)			
Interest income	70,864	1,054,920	1,125,784
Interest expense	(156,113)	(1,484,310)	(1,640,423)
Impact fees	150,550	353,200	503,750
Rental income	63,911	-	63,911
Total Nonoperating Revenues (Expenses)	<u>129,212</u>	<u>(76,190)</u>	<u>53,022</u>
<i>Income (Loss) Before Contributions and Transfers</i>	(287,278)	1,898,354	1,611,076
Capital contributions - federal grant	-	14,815,659	14,815,659
Capital contributions - developer donated infrastructure	2,078,086	3,186,790	5,264,876
Operating Transfers (out)	(410,636)	(568,046)	(978,682)
<i>Change in Net Position</i>	1,380,172	19,332,757	20,712,929
Net Position, January 1, as restated	7,356,127	21,950,101	29,306,228
Equity Transfer	238,725	1,369,485	1,608,210
Net Position, December 31	<u>\$ 8,975,024</u>	<u>\$ 42,652,343</u>	<u>\$ 51,627,367</u>

See accompanying Notes to the Financial Statements

Statement of Cash Flows – Proprietary Fund

Year Ended December 31, 2023

	Enterprise Funds		
	Water Fund	Sewer Fund	Total
Cash Flows from Operating Activities			
Cash received from customers	\$ 2,541,328	\$ 5,491,822	\$ 8,033,150
Cash paid to suppliers	(1,809,410)	(1,832,453)	(3,641,863)
Cash paid to employees	(1,057,447)	(1,535,567)	(2,593,014)
Net Cash Provided (Used) by Operating Activities	(325,529)	2,123,802	1,798,273
Cash Flows from Noncapital Financing Activities			
Net operating transfers in (out)	(171,911)	801,439	629,528
Nonoperating revenues	143,470	353,200	496,670
Net Cash Provided (Used) by Noncapital Financing Activities	(28,441)	1,154,639	1,126,198
Cash Flows from Capital and Related Financing Activities			
Acquisition and construction of capital assets	(681,048)	(15,158,973)	(15,840,021)
Payment of bond principal	(48,965)	(1,117,070)	(1,166,035)
Payment of other debt principal	(188,368)	(202,648)	(391,016)
Payment of interest expense	(156,503)	(1,624,714)	(1,781,217)
Lease receipts	76,006	-	76,006
Net Cash (Used) by Capital and Related Financing Activities	(998,878)	(18,103,405)	(19,102,283)
Cash Flows from Investing Activities			
Interest received on investments	53,706	1,054,920	1,108,626
Net Cash Provided by Investing Activities	53,706	1,054,920	1,108,626
<i>Net (Decrease) in Cash and Cash Equivalents</i>	<i>(1,299,142)</i>	<i>(13,770,044)</i>	<i>(15,069,186)</i>
Cash and Cash Equivalents, Beginning of year	2,171,028	41,460,110	43,631,138
Cash and Cash Equivalents, End of year	871,886	27,690,066	28,561,952
Less Restricted Cash and Cash Equivalents	655,226	25,353,084	26,008,310
Unrestricted Cash and Cash Equivalents	\$ 216,660	\$ 2,336,982	\$ 2,553,642

See accompanying Notes to the Financial Statements

Statement of Cash Flows – Proprietary Fund

Year Ended December 31, 2023

	Enterprise Funds		
	Water Fund	Sewer Fund	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	\$ (416,490)	\$ 1,974,544	\$ 1,558,054
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	325,515	786,309	1,111,824
(Increase) decrease in			
Utilities receivable	(188,793)	(521,931)	(710,724)
Intergovernmental receivable	(88,697)	-	(88,697)
Prepaid expense	(9,669)	(7,345)	(17,014)
Deferred pension outflows	119,967	(98,846)	21,121
Increase (decrease) in			
Accounts payable	3,809	(103,347)	(99,538)
Accrued expenses	7,285	(5,647)	1,638
Utility deposits payable	29,800	-	29,800
Deferred pension inflows	(116,191)	(30,919)	(147,110)
Net pension liability	(11,653)	137,036	125,383
Compensated absences	19,588	(6,052)	13,536
Net Cash Provided (Used) by Operating Activities	<u>\$ (325,529)</u>	<u>\$ 2,123,802</u>	<u>\$ 1,798,273</u>
Noncash Capital Activities			
Contributions of capital assets from developers	\$ 2,078,086	\$ 3,186,790	\$ 5,264,876
Amortization of bond premiums	\$ -	\$ 136,446	\$ 136,446

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, 2023

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.

Parks and Recreation 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.

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.

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

Notes to the Financial Statements

December 31, 2023

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

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position and Balance Sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets or fund balance that applies to future periods and will not be recognized as an outflow of resources (expense/expenditure) 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 and Balance Sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City’s business-type activities reports deferred inflows related to the pension plan and leases. The governmental funds report deferred inflows from unavailable revenue from grants. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Notes to the Financial Statements

December 31, 2023

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.

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.

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.

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.

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.

Notes to the Financial Statements

December 31, 2023

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.

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.

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.

Leases

The City is a lessor for several leases of equipment on the City’s water tower. The City recognizes a lease receivable and deferred inflows of resources in the government-wide and fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflows of resources is initially measured as the initial amount of the lease

Notes to the Financial Statements

December 31, 2023

receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to the Missouri Local Government Employees Retirement System (LAGERS) pension and pension expense, information about the fiduciary net position of 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, 2023, all bank balances on deposit are entirely insured or collateralized.

3. 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	\$ 1,125,488	\$ (9,824)	\$ 1,115,664
Street Fund	162,940	(2,644)	160,296
Parks and Recreation Fund	307,726	(1,511)	306,215
	<u>\$ 1,596,154</u>	<u>\$ (13,979)</u>	<u>\$ 1,582,175</u>

Notes to the Financial Statements

December 31, 2023

4. Restricted Assets

Cash and cash equivalents and fund balance/net position have been restricted as follows:

	Restricted Cash and Cash Equivalents	Restricted Net Position
General Fund		
Fire equipment reserves	\$ 144,940	\$ -
Court bonds	5,891	-
Police evidence	29,865	-
Impact fees	2,903	-
Operating reserves	1,679	-
	185,278	-
Street Fund		
STP match funds	3,187,515	-
Developer escrow	54,614	-
Other	8,803	-
	3,250,932	-
Parks and Recreation Fund		
Unspent bond proceeds	6,705,607	-
Capital replacement reserves	40,000	-
	6,745,607	-
Total Governmental Activities	\$ 10,181,817	\$ -
Water Fund		
Capital replacement	\$ 38,118	\$ -
Impact fees	43,286	-
Customer deposits	573,822	-
	655,226	-
Sewer Fund		
Capital replacement	816,285	-
Impact fees	102,257	-
Unspent bond proceeds	24,434,542	-
	25,353,084	-
Total Business-type Activities	\$ 26,008,310	\$ -

Notes to the Financial Statements

December 31, 2023

5. Capital Assets

Capital asset activity for the year ended December 31, 2023, was as follows:

	Balance December 31, 2022	Additions	Deletions	Balance December 31, 2023
Governmental Activities				
Non-depreciable Capital Assets				
Land	\$ 6,352,397	\$ 470,218	\$ -	\$ 6,822,615
Construction in progress	2,782,869	6,633,727	3,501,636	5,914,960
Total Non-Depreciable Capital Assets	9,135,266	<u>\$ 7,103,945</u>	<u>\$ 3,501,636</u>	12,737,575
Depreciable Capital Assets				
Building and improvements	18,420,260	\$ 2,694,514	\$ -	21,114,774
Machinery and equipment	2,600,287	264,841	-	2,865,128
Vehicles	4,866,249	205,051	26,119	5,045,181
Infrastructure	18,006,019	10,279,581	-	28,285,600
Total Depreciable Capital Assets	43,892,815	<u>\$ 13,443,987</u>	<u>\$ 26,119</u>	57,310,683
Less Accumulated Depreciation				
Building and improvements	7,517,512	\$ 496,500	\$ -	8,014,012
Machinery and equipment	1,630,556	190,781	-	1,821,337
Vehicles	2,763,919	386,884	26,119	3,124,684
Infrastructure	2,534,550	588,406	-	3,122,956
Total Accumulated Depreciation	14,446,537	<u>\$ 1,662,571</u>	<u>\$ 26,119</u>	16,082,989
Total Depreciable Capital Assets, net	<u>29,446,278</u>			<u>41,227,694</u>
Total Capital Assets - Governmental Activities, net	<u>\$ 38,581,544</u>			<u>\$ 53,965,269</u>

Notes to the Financial Statements

December 31, 2023

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

Administrative	\$ 42,271
Police	212,783
Fire	310,832
Court	7,783
Streets and Stormwater	659,550
Planning	8,541
Parks	378,703
Emergency Management	14,417
Animal Control	27,691
	<u>\$ 1,662,571</u>

	<u>Balance December 31, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance December 31, 2023</u>
Business-Type Activities				
Water				
Non-depreciable Capital Assets				
Construction in progress	\$ 1,278,209	\$ 193,196	\$ 1,278,209	\$ 193,196
Total Non-depreciable Capital Assets	1,278,209	<u>\$ 193,196</u>	<u>\$ 1,278,209</u>	193,196
Depreciable Capital Assets				
Water plant	11,048,832	\$ 2,078,086	\$ -	13,126,918
Buildings and improvements	363,121	1,766,061	-	2,129,182
Major moveable equipment	540,307	-	-	540,307
Vehicles	410,929	-	-	410,929
Total Depreciable Capital Assets	12,363,189	<u>\$ 3,844,147</u>	<u>\$ -</u>	16,207,336
Less Accumulated Depreciation				
Water plant	3,690,043	\$ 230,639	\$ -	3,920,682
Buildings and improvements	63,272	26,813	-	90,085
Major moveable equipment	251,316	56,499	-	307,815
Vehicles	387,672	11,564	-	399,236
Total Accumulated Depreciation	4,392,303	<u>\$ 325,515</u>	<u>\$ -</u>	4,717,818
Total Depreciable Capital Assets, net	7,970,886			11,489,518

Notes to the Financial Statements

December 31, 2023

	Balance December 31, 2022	Additions	Deletions	Balance December 31, 2023
Sewer				
Non-depreciable Capital Assets				
Land	270,670	\$ -	\$ -	270,670
Construction in progress	7,329,921	17,646,519	1,903,537	23,072,903
Total Non-depreciable Capital Assets	7,600,591	<u>\$ 17,646,519</u>	<u>\$ 1,903,537</u>	23,343,573
Depreciable Capital Assets				
Sewer plant	31,046,798	\$ 4,581,506	\$ -	35,628,304
Buildings and improvements	-	2,391,388	-	2,391,388
Major moveable equipment	1,039,894	-	-	1,039,894
Vehicles	512,916	-	-	512,916
Total Depreciable Capital Assets	32,599,608	<u>\$ 6,972,894</u>	<u>\$ -</u>	39,572,502
Less Accumulated Depreciation				
Sewer plant	11,508,344	\$ 658,643	\$ -	12,166,987
Buildings and improvements	-	24,910	-	24,910
Major moveable equipment	490,632	83,432	-	574,064
Vehicles	441,416	19,324	-	460,740
Total Accumulated Depreciation	12,440,392	<u>\$ 786,309</u>	<u>\$ -</u>	13,226,701
Total Depreciable Capital Assets, net	20,159,216			26,345,801
Total Capital Assets - Business-Type Activities, net	<u>\$ 37,008,902</u>			<u>\$ 61,372,088</u>

6. Long-Term Liabilities – Governmental Activities

The governmental activities long-term liabilities at December 31, 2023, consist of bonds, certificates of participation, loans, financed purchases, and compensated absences.

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 principal amount recorded within the business-type activities has matured as of December 31, 2022. 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.

Notes to the Financial Statements

December 31, 2023

The annual debt service requirements for these bonds at December 31, 2023, are as follows:

Year Ending December 31,	Principal	Interest	Total
2024	\$ 135,000	\$ 8,025	\$ 143,025
2025	200,000	3,000	203,000
	<u>\$ 335,000</u>	<u>\$ 11,025</u>	<u>\$ 346,025</u>

Series 2022 Special Obligation Bonds

On February 16, 2022, the City issued \$45,445,000 in Series 2022 Special Obligation Bonds for the purpose of construction of a new public works facility, for approximately \$4,965,000 and improvements to the City’s sewerage system for approximately \$40,480,000. The amount attributable to the public works facility is recorded in the governmental activities and the amount for the sewerage system improvements is recorded in the enterprise funds and business-type activities. The bonds bear interest ranging from 3.00% to 4.00%, with principal payments due May 1 and interest payments due May 1 and November 1 each year. The City has not pledged its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal and interest.

The annual debt service requirements for these bonds at December 31, 2023, are as follows:

Year Ending December 31,	Principal	Interest	Total
2024	\$ 1,265,000	\$ 1,610,100	\$ 2,875,100
2025	1,320,000	1,558,400	2,878,400
2026	1,375,000	1,504,500	2,879,500
2027	1,430,000	1,448,400	2,878,400
2028	1,485,000	1,390,100	2,875,100
2029-2033	8,405,000	5,988,500	14,393,500
2034-2038	9,810,000	4,136,800	13,946,800
2039-2043	9,955,000	2,234,125	12,189,125
2044-2047	9,185,000	561,375	9,746,375
	<u>\$ 44,230,000</u>	<u>\$ 20,432,300</u>	<u>\$ 64,662,300</u>
Governmental Activities	\$ 1,784,368		
Business-Type Activities	42,445,632		
	<u>\$ 44,230,000</u>		

Series 2023 Special Obligation Bonds

On March 23, 2023, the City issued \$9,920,000 in Series 2023 Special Obligation Bonds for the purpose of providing funds for the cost of capital improvements to the City’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space. The bonds bear interest ranging from 4.00% to 5.00%, with principal payments due May 1 and interest payments due May 1 and November 1 each year.

Notes to the Financial Statements

December 31, 2023

The City has not pledged its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal and interest.

The annual debt service requirements for these bonds at December 31, 2023, are as follows:

Year Ending December 31,	Principal	Interest	Total
2024	\$ 280,000	\$ 430,775	\$ 710,775
2025	65,000	422,475	487,475
2026	100,000	419,175	519,175
2027	125,000	414,675	539,675
2028	160,000	408,975	568,975
2029-2033	1,385,000	1,906,375	3,291,375
2034-2038	2,600,000	1,503,050	4,103,050
2039-2043	4,275,000	725,063	5,000,063
2044	930,000	20,925	950,925
	<u>\$ 9,920,000</u>	<u>\$ 6,251,488</u>	<u>\$ 16,171,488</u>

Capital Financed Purchase – 2006 MAMU

In February 2007, the City entered into a financing 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 agreement requires various monthly payments with interest at 4.0%. In the event of default, the lender may terminate the agreement, retake possession of the property, lease or sublease the property with the City remaining liable for the remaining payments, declare all 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 payments under this agreement (assuming noncancellation):

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
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>\$ 458,000</u>	<u>\$ 80,637</u>	<u>\$ 538,637</u>

Notes to the Financial Statements

December 31, 2023

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 lender may terminate the agreement, retake possession of the property, lease or sublease the property with the City 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 payments under this agreement (assuming noncancellation):

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
2024	\$ 82,777	\$ 18,065	\$ 100,842
2025	84,758	16,083	100,841
2026	86,734	14,107	100,841
2027	88,756	12,085	100,841
2028	90,796	10,046	100,842
2029	92,942	7,900	100,842
2030	95,108	5,733	100,841
2031	97,326	3,516	100,842
2032	99,590	1,252	100,842
	<u>\$ 818,787</u>	<u>\$ 88,787</u>	<u>\$ 907,574</u>

Financed Purchase – Aerial Fire Truck

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

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

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
2024	\$ 83,376	\$ 4,880	\$ 88,256
2025	85,285	2,971	88,256
2026	44,459	1,018	45,477
	<u>\$ 213,120</u>	<u>\$ 8,869</u>	<u>\$ 221,989</u>

Financed Purchase – Equipment

In April 2021, the City entered into an agreement to finance the purchase of a 2016 Komatsu Dozer and a 2018 Komatsu Excavator in the amount of \$203,630. The debt was recorded as long-term debt within both the governmental activities and the business-type activities based on the activity that was to utilize the equipment. The usage was estimated to be

Notes to the Financial Statements

December 31, 2023

33.33% for governmental activities and 66.67% for business-type activities. The agreement requires monthly payments of \$4,367 with interest at 1.4%. In the event of default, the lender may declare all payments immediately due and payable, retake possession of the property, lease or sublease the property with the City remaining liable for the remaining payments, or take whatever action at law or in equity deemed necessary.

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

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
2024	\$ 51,750	\$ 648	\$ 52,398
2025	17,414	52	17,466
	<u>\$ 69,164</u>	<u>\$ 700</u>	<u>\$ 69,864</u>
Governmental Activities	\$ 23,055		
Business-Type Activities	46,109		
	<u>\$ 69,164</u>		

Direct Loan Agreement – 2022 MTFC Loan

On June 1, 2022, the City entered into a direct loan agreement and promissory note with the Missouri Transportation Finance Corporation (MTFC) for the purpose of a cost share program with the Missouri Highways and Transportation Commission. The loan shall be specifically used for the widening of Route MM to four lanes plus a center turn lane from Route 360 to Interstate 44. The total amount of the direct loan is \$4,200,000, however, the proceeds are to be issued to the City in four disbursements with the first loan disbursement occurring in June 2022, in the amount of the \$685,692. The second disbursement of \$2,007,533 was provided to the City in calendar year 2023 and the third and fourth disbursements of \$1,506,775, in total, will be provided to the City in calendar year 2024. The loan bears interest at 1.4% and principal and interest payments are due annually on April 15 of each year.

The balance as of December 31, 2023 was \$2,255,330, which includes the first two disbursements to the City plus repayments made by the City. The following is a schedule of future payments under the agreement assuming that all disbursements to the City will be made:

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
2024	\$ 418,180	\$ 29,794	\$ 447,974
2025	399,415	46,843	446,258
2026	405,007	41,251	446,258
2027	410,677	35,581	446,258
2028	416,427	29,832	446,259
2029	422,257	24,002	446,259
2030	426,168	18,090	444,258
2031	434,162	12,096	446,258
2032	429,812	9,017	438,829
	<u>\$ 3,762,105</u>	<u>\$ 246,506</u>	<u>\$ 4,008,611</u>

Notes to the Financial Statements

December 31, 2023

The following table is a summary of the changes in the Long-Term Liabilities – Governmental Activities for the year ended December 31, 2023:

	Balance December 31, 2022	Additions	Retirements	Balance December 31, 2023	Amounts Due Within One Year
Direct Borrowings					
2006 MAMU	\$ 506,000	\$ -	\$ 48,000	\$ 458,000	\$ 48,000
2007 Certificates of Participation	899,729	-	80,942	818,787	82,777
2021 Land Note	1,000,000	-	1,000,000	-	-
Aerial Fire Truck Equipment	295,000 40,063	-	81,880 17,008	213,120 23,055	83,376 17,250
2022 MTFC Loan	685,692	2,007,533	437,895	2,255,330	418,180
	<u>3,426,484</u>	<u>2,007,533</u>	<u>1,665,725</u>	<u>3,768,292</u>	<u>649,583</u>
Bonds					
Series 2017 Special Obligation Refunding Bonds	465,000	-	130,000	335,000	135,000
Series 2022 Special Obligation Bonds	1,833,333	-	48,965	1,784,368	50,600
Series 2023 Special Obligation Bonds	-	9,920,000	-	9,920,000	280,000
Premium on Bonds	29,288	78,565	13,190	94,663	16,385
	<u>2,327,621</u>	<u>9,998,565</u>	<u>192,155</u>	<u>12,134,031</u>	<u>481,985</u>
Compensated Absences	540,995	26,813	-	567,808	-
	<u>\$ 6,295,100</u>	<u>\$12,032,911</u>	<u>\$ 1,857,880</u>	<u>\$16,470,131</u>	<u>\$ 1,131,568</u>

7. Long-Term Liabilities – Business-Type Activities

The business-type activities long-term liabilities at December 31, 2023 consists of the following debt issuances as well as compensated absences payable:

Financed Purchase – 2006 MAMU

In December 2006, the City entered into an 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 agreement requires various monthly payments with interest at 3.975%. In the event of default, the lender may terminate the agreement, retake possession of the property, lease or sublease the property with the City remaining liable for the remaining payments, declare all 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, 2023

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

Year Ending December 31,	Direct Borrowing		
	Principal	Interest	Total
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>\$ 3,543,000</u>	<u>\$ 603,455</u>	<u>\$ 4,146,455</u>
Water Fund	\$ 1,700,640		
Sewer Fund	1,842,360		
	<u>\$ 3,543,000</u>		

Financed Purchase – Equipment

See Note 6.

Series 2022 Special Obligation Bonds

See Note 6.

Notes to the Financial Statements

December 31, 2023

The following table is a summary of the changes in the Long-Term Liabilities – Business-Type Activities for the year ended December 31, 2023:

	Balance December 31, 2022	Additions	Retirements	Balance December 31, 2023	Amounts Due Within One Year
Water Fund					
Direct Borrowings					
2006 MAMU	\$ 1,872,000	\$ -	\$ 171,360	\$ 1,700,640	\$ 180,480
Equipment	40,062	-	17,008	23,054	17,250
	<u>1,912,062</u>	<u>-</u>	<u>188,368</u>	<u>1,723,694</u>	<u>197,730</u>
Bonds					
Series 2022 Special Obligation	1,833,333	-	48,965	1,784,368	50,600
Compensated Absences	30,309	19,588	-	49,897	-
	<u>3,775,704</u>	<u>19,588</u>	<u>237,333</u>	<u>3,557,959</u>	<u>248,330</u>
Sewer Fund					
Direct Borrowings					
2006 MAMU	2,028,000	-	185,640	1,842,360	195,520
Equipment	40,063	-	17,008	23,055	17,250
	<u>2,068,063</u>	<u>-</u>	<u>202,648</u>	<u>1,865,415</u>	<u>212,770</u>
Bonds					
Series 2022 Special Obligation	41,778,334	-	1,117,070	40,661,264	1,163,800
Premium on Series 2022 Bond	3,320,192	-	136,446	3,183,746	136,446
	<u>45,098,526</u>	<u>-</u>	<u>1,253,516</u>	<u>43,845,010</u>	<u>1,300,246</u>
Compensated Absences	55,871	-	6,052	49,819	-
	<u>47,222,460</u>	<u>-</u>	<u>1,462,216</u>	<u>45,760,244</u>	<u>1,513,016</u>
	<u>\$ 50,998,164</u>	<u>\$ 19,588</u>	<u>\$ 1,699,549</u>	<u>\$ 49,318,203</u>	<u>\$ 1,761,346</u>

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>2023</u>
Assessed Valuation	
Real estate	\$ 326,132,911
Personal property	75,719,076
Total	<u>\$ 401,851,987</u>
Tax Rate Per \$100 of Assessed Valuation	
General Fund	\$.4267
Park Fund	.1150
Street Fund	.0657
	<u>\$.6074</u>

Notes to the Financial Statements

December 31, 2023

The legal debt margin at December 31, 2023, was computed as follows:

	General Obligation Bonds		
	Ordinary (1)	Additional (2)	Total
Constitutional Debt Limit	\$ 40,185,199	\$ 40,185,199	\$ 80,370,398
General Obligation Bonds Payable	-	-	-
Amount Available in Debt Service Fund	-	-	-
Legal Debt Margin	<u>\$ 40,185,199</u>	<u>\$ 40,185,199</u>	<u>\$ 80,370,398</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. Defined Contribution Pension Plan

The City provides benefits to employees through a defined contribution plan established under section 457 of the Internal Revenue Code. This defined contribution plan is administered by MissionSquare Retirement, and benefits depend solely on amounts contributed to the Plan, plus investment earnings. The City contributes 9% per payroll for all employees starting six months after full-time status date, which are then retroactively paid back to the full-time date. Employees are eligible to participate from the date of hire. Employer and employee contributions are fully vested immediately.

During the year ended December 31, 2023, employer contributions were \$821,739 and employee contributions were \$250,602.

10. 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 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.

Notes to the Financial Statements

December 31, 2023

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.

2023 Valuation	
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, 2023, 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 members or beneficiaries currently receiving benefits	36	6	6	48
Inactive members entitled to but not yet receiving benefits	29	20	12	61
Active members	93	25	22	140
	<u>158</u>	<u>51</u>	<u>40</u>	<u>249</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 13.1% for General, 14.5% for Police, and 12.2% for Fire of annual covered payroll.

Net Pension Liability. The City’s net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2023.

Actuarial Assumptions. The total pension liability in the February 28, 2023, 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

Notes to the Financial Statements

December 31, 2023

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, 2023, valuation were based on the results of an actuarial experience study for the period March 1, 2015, through February 29, 2020.

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 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.

Notes to the Financial Statements

December 31, 2023

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	\$ 8,280,629	\$ 6,703,118	\$ 1,577,511
Changes for the year			
Service cost	315,472	-	315,472
Interest	580,829	-	580,829
Difference between expected and actual experiences	525,737	-	525,737
Contributions - employer	-	714,471	(714,471)
Net investment income	-	237,714	(237,714)
Benefits paid, including refunds	(281,045)	(281,045)	-
Administrative expenses	-	(21,621)	21,621
Other (net transfer)	-	7,419	(7,419)
<i>Net Changes</i>	<u>1,140,993</u>	<u>656,938</u>	<u>484,055</u>
Balance at end of year	9,421,622	7,360,056	2,061,566
Police Division			
Balance at beginning of year	2,263,996	1,685,099	578,897
Changes for the year			
Service cost	101,326	-	101,326
Interest	160,184	-	160,184
Difference between expected and actual experiences	111,383	-	111,383
Contributions - employer	-	210,550	(210,550)
Net investment income	-	65,786	(65,786)
Benefits paid, including refunds	(51,806)	(51,806)	-
Administrative expenses	-	(5,939)	5,939
Other (net transfer)	-	11,085	(11,085)
<i>Net Changes</i>	<u>321,087</u>	<u>229,676</u>	<u>91,411</u>
Balance at end of year	2,585,083	1,914,775	670,308

Notes to the Financial Statements

December 31, 2023

	Increase (Decrease)		
	Total Pension Liability (Asset) (a)	Plan Fiduciary Net Pension (b)	Net Pension Liability (Asset) (a) - (b)
Fire Division			
Balance at beginning of year	2,051,462	1,959,164	92,298
Changes for the year			
Service cost	108,777	-	108,777
Interest	144,162	-	144,162
Difference between expected and actual experiences	134,993	-	134,993
Contributions - employer	-	149,811	(149,811)
Net investment income	-	74,200	(74,200)
Benefits paid, including refunds	(92,515)	(92,515)	-
Administrative expenses	-	(5,939)	5,939
Other (net transfer)	-	9,913	(9,913)
<i>Net Changes</i>	295,417	135,470	159,947
Balance at end of year	2,346,879	2,094,634	252,245
Total Plan Balances at end of year	\$ 14,353,584	\$ 11,369,465	\$ 2,984,119

Notes to the Financial Statements

December 31, 2023

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	\$ 10,959,085	\$ 9,421,622	\$ 8,167,698
Plan Fiduciary Net Position	7,360,056	7,360,056	7,360,056
Net Pension Liability	<u>3,599,029</u>	<u>2,061,566</u>	<u>807,642</u>
Police Division			
Total Pension Liability	3,076,238	2,585,083	2,193,061
Plan Fiduciary Net Position	1,914,775	1,914,775	1,914,775
Net Pension Liability	<u>1,161,463</u>	<u>670,308</u>	<u>278,286</u>
Fire Division			
Total Pension Liability	2,755,267	2,346,879	2,019,360
Plan Fiduciary Net Position	2,094,634	2,094,634	2,094,634
Net Pension Liability	<u>660,633</u>	<u>252,245</u>	<u>(75,274)</u>
Total Net Pension Liability	<u>\$ 5,421,125</u>	<u>\$ 2,984,119</u>	<u>\$ 1,010,654</u>

Notes to the Financial Statements

December 31, 2023

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the City recognized a pension expense of \$614,397 in the General Division, \$180,530 in the Police Division, and \$121,791 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	\$ 724,837	\$ (98,543)	\$ 626,294
Differences in assumptions	-	(63,261)	(63,261)
Excess (deficit) investment returns	90,319	-	90,319
Contributions subsequent to the measurement date*	385,094	-	385,094
	<u>1,200,250</u>	<u>(161,804)</u>	<u>1,038,446</u>
Police Division			
Differences in experiences	182,098	(55,081)	127,017
Differences in assumptions	3,540	-	3,540
Excess (deficit) investment returns	33,637	-	33,637
Contributions subsequent to the measurement date*	116,695	-	116,695
	<u>335,970</u>	<u>(55,081)</u>	<u>280,889</u>
Fire Division			
Differences in experiences	192,224	(106,722)	85,502
Differences in assumptions	11,078	(5,462)	5,616
Excess (deficit) investment returns	30,757	-	30,757
Contributions subsequent to the measurement date*	81,687	-	81,687
	<u>315,746</u>	<u>(112,184)</u>	<u>203,562</u>
Total	<u>\$ 1,851,966</u>	<u>\$ (329,069)</u>	<u>\$ 1,522,897</u>
Governmental Activities	\$ 1,485,530	\$ (279,670)	\$ 1,205,860
Business-Type Activities	366,436	(49,399)	317,037
	<u>\$ 1,851,966</u>	<u>\$ (329,069)</u>	<u>\$ 1,522,897</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 in the year ending December 31, 2024.

Notes to the Financial Statements

December 31, 2023

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
2024	\$ 136,723	\$ 43,343	\$ 10,132	\$ 190,198
2025	32,846	14,133	(5,190)	41,789
2026	229,730	59,874	51,903	341,507
2027	162,993	34,901	28,239	226,133
2028	91,060	11,943	10,041	113,044
Thereafter	-	-	26,750	26,750
Total	<u>\$ 653,352</u>	<u>\$ 164,194</u>	<u>\$ 121,875</u>	<u>\$ 939,421</u>

Payable to the Pension Plan

At December 31, 2023, the City had \$94,552 of contributions payable to the pension plan required for the year ended December 31, 2023.

11. Leases

The City leases tower space on the water tower to third parties, as a lessor. Payments are fixed and payable monthly. During the year ended December 31, 2023, the City recognized \$70,991 in lease revenue.

12. 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.

13. 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, 2023, 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.

14. Interfund Operating and Equity Transfers

Operating 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

Notes to the Financial Statements

December 31, 2023

General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Operating transfers between funds of the City for the year ended December 31, 2023, were as follows:

	Operating Transfers In (Out)
General Fund	\$ 228,048
Street Fund	1,822,779
Park Fund	375,140
Capital Improvement	(1,447,285)
Water Fund	(410,636)
Sewer Fund	(568,046)
	<u>\$ -</u>

Equity transfers were utilized by the City during the year ended December 31, 2023 for the purpose of distributing remaining funds from the Major Grant, Capital Project, and Debt Service Funds to the funds that expended the resource in prior years. Equity transfers between the funds of the City were as follows:

	Equity Transfers In (Out)
General Fund	\$ 194,024
Street Fund	562,972
Park Fund	216,978
Major Grant Fund	(2,019,212)
Capital Project Fund	(441,877)
Debt Service Fund	(121,095)
Water Fund	238,725
Sewer Fund	1,369,485
	<u>\$ -</u>

15. Tax Abatements

As of December 31, 2023, the City provides tax abatements through 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

Notes to the Financial Statements

December 31, 2023

employer. During the year ended December 31, 2023 the total amount abated through the City's Enhanced Enterprise Zones Program was \$103,807.

16. Commitments

At December 31, 2023, the City had the following commitments:

Vendor	Project	Amount
Burns & McDonnell	Wastewater treatment facility expansion project	\$ 34,285
Burns & McDonnell	Wastewater treatment facility blending project	\$ 3,621,596
Burns & McDonnell	Lift station #4 and forcemain improvements project	\$ 48,515
Burns & McDonnell	Lower Brookline linear improvement project	\$ 3,698,970
Burns & McDonnell	McElhaney lift station and forcemain project	\$ 3,965,603
Branco Enterprises	Aquatic Center	\$ 3,413,306
Sapp Design Architects	JR Martin Park	\$ 50,243
Springfield Winwater Works	Republic Intermediate waterline project	\$ 147,390

17. Restatement

Certain balances in the Statements of Net Position have been restated due to an error in reporting for pensions in the previous year between the activities. The net position of the City as a whole was not changed. Changes to these balances were as follows:

	Water Fund	Sewer Fund	Business-type Activities	Governmental Activities
Net Position, as previously stated, December 31, 2022	\$ 7,090,542	\$ 21,661,954	\$ 28,752,496	\$ 18,259,257
Net Pension Obligation	351,084	389,399	740,483	(740,483)
Deferred Outflows of Resources	(176,934)	(195,727)	(372,661)	372,661
Deferred Inflows of Resources	91,435	94,475	185,910	(185,910)
Net Position, as restated, January 1, 2023	<u>\$ 7,356,127</u>	<u>\$ 21,950,101</u>	<u>\$ 29,306,228</u>	<u>\$ 17,705,525</u>

Required Supplementary Information

City of Republic

Schedule of Changes in Net Position Liability and Related Ratios

Year Ended December 31, 2023

Missouri Local Government Employees Retirement System (LAGERS)									
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability									
Service Cost	\$ 525,575	\$ 437,395	\$ 420,061	\$ 425,565	\$ 409,689	\$ 402,300	\$ 389,419	\$ 354,360	\$ 301,679
Interest on the Total Pension Liability	885,175	797,906	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	772,113	365,317	(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	(425,366)	(370,135)	(295,523)	(259,849)	(241,731)	(390,372)	(208,873)	(151,552)	(160,817)
<i>Net Change in Total Pension Liability</i>	<u>1,757,497</u>	<u>1,230,483</u>	<u>761,346</u>	<u>555,298</u>	<u>1,541,807</u>	<u>777,817</u>	<u>662,918</u>	<u>1,092,411</u>	<u>1,338,026</u>
Total Pension Liability, Beginning	<u>12,596,087</u>	<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>	<u>4,635,981</u>
Total Pension Liability, Ending	<u>\$ 14,353,584</u>	<u>\$ 12,596,087</u>	<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	\$ 1,074,832	\$ 876,412	\$ 742,549	\$ 725,511	\$ 580,248	\$ 442,199	\$ 421,098	\$ 378,325	\$ 348,612
Contributions - employee	-	-	26	-	124,450	185,356	187,765	179,855	180,245
Net Investment Income	377,700	11,795	2,147,426	94,547	398,106	632,274	500,611	18,844	74,200
Benefit Payments	(425,366)	(370,135)	(295,523)	(259,849)	(241,731)	(390,372)	(208,873)	(151,552)	(160,817)
Pension Plan Administrative Expense	(33,499)	(22,657)	(17,576)	(22,194)	(19,331)	(12,809)	(12,308)	(11,867)	(12,770)
Other (Net Transfer)	28,417	(58,889)	25,104	20,943	4,070	221,637	(66,888)	(74,047)	(25,775)
<i>Net Change in Plan Fiduciary Net Position</i>	<u>1,022,084</u>	<u>436,526</u>	<u>2,602,006</u>	<u>558,958</u>	<u>845,812</u>	<u>1,078,285</u>	<u>821,405</u>	<u>339,558</u>	<u>403,695</u>
Plan Fiduciary Net Position, Beginning	<u>10,347,381</u>	<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>	<u>3,261,136</u>
Plan Fiduciary Net Position, Ending	<u>11,369,465</u>	<u>10,347,381</u>	<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>\$ 2,984,119</u>	<u>\$ 2,248,706</u>	<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	79.21%	82.15%	87.20%	68.92%	67.17%	69.40%	62.43%	56.67%	61.35%
Covered payroll	\$ 7,825,446	\$ 6,107,681	\$ 5,274,968	\$ 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	38.13%	36.82%	62.47%	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, 2023

	Missouri Local Government Employees Retirement System (LAGERS)									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 1,137,104	\$ 982,685	\$ 752,329	\$ 768,674	\$ 703,488	\$ 467,478	\$ 454,354	\$ 399,756	\$ 367,770	\$ 289,486
Contributions in relation to the actuarially determined contribution	<u>1,137,104</u>	<u>982,685</u>	<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>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 995</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 14,125</u>	<u>\$ 14,221</u>	<u>\$ (1)</u>	<u>\$ -</u>
Covered payroll	\$ 8,618,846	\$ 7,221,381	\$ 5,574,781	\$ 5,576,497	\$ 5,255,119	\$ 4,865,670	\$ 4,650,980	\$ 4,553,397	\$ 4,394,159	\$ 4,414,900
Contributions as a percentage of covered payroll	13.19%	13.61%	13.50%	13.77%	13.39%	9.61%	9.47%	8.47%	8.37%	6.56%

Notes to the Schedule of Contributions
Year Ended December 31, 2023

Valuation Date: February 28, 2023

Notes: The roll-forward of total pension liability from February 28, 2023, to June 30, 2023, 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

Budgetary Comparison Schedule – General Fund

Year Ended December 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
Revenues				
Taxes				
Ad valorem taxes	\$ 957,759	\$ 1,074,181	\$ 1,373,108	\$ 298,927
Railroad and utility taxes	25,000	25,000	26,421	1,421
City sales tax	8,236,690	8,088,157	8,104,864	16,707
Franchise tax	810,000	810,000	1,008,391	198,391
Financial institution tax	5,800	5,800	3,922	(1,878)
Surtax	60,000	60,000	65,366	5,366
Payment in lieu of tax	1,900	1,900	1,922	22
	<u>10,097,149</u>	<u>10,065,038</u>	<u>10,583,994</u>	<u>518,956</u>
Licenses and Permits				
Occupational licenses	100,000	100,000	106,488	6,488
Permits	320,000	320,000	484,471	164,471
	<u>420,000</u>	<u>420,000</u>	<u>590,959</u>	<u>170,959</u>
Intergovernmental Revenues				
Federal and state grants	15,445	15,445	34,469	19,024
Charges for Services				
Sanitation	22,700	22,700	67,440	44,740
Fines and Forfeitures				
City court fines	238,450	238,450	366,956	128,506
Miscellaneous				
Interest	43,022	261,280	285,421	24,141
Donations	500	500	7,395	6,895
Other	44,000	58,650	31,714	(26,936)
	<u>87,522</u>	<u>320,430</u>	<u>324,530</u>	<u>4,100</u>
Total Revenues	<u>10,881,266</u>	<u>11,082,063</u>	<u>11,968,348</u>	<u>886,285</u>

See accompanying Notes to the Budgetary Comparison Schedules

City of Republic

Budgetary Comparison Schedule – General Fund

Year Ended December 31, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures				
Current				
Administrative	3,603,192	3,502,291	2,027,633	1,474,658
Information technology	-	-	786,429	(786,429)
Human resources	-	-	366,626	(366,626)
Municipal court	217,969	218,714	205,016	13,698
Economic development	1,013,154	995,744	768,409	227,335
Police	3,314,841	3,155,856	3,069,069	86,787
Fire	3,002,734	2,579,612	2,039,601	540,011
Animal control	275,988	263,061	284,608	(21,547)
Capital outlay	88,100	253,100	658,246	(405,146)
Debt service	-	-	172,803	(172,803)
Total Expenditures	11,515,978	10,968,378	10,378,440	589,938
 <i>Excess (Deficit) of Revenues Over Expenditures</i>	 (634,712)	 113,685	 1,589,908	 1,476,223
 Other Financing Sources (Uses)				
Insurance recoveries	-	-	194,643	194,643
Sale of assets	-	-	29,330	29,330
Operating transfers in	6,297,100	6,297,100	5,726,293	(570,807)
Operating transfers (out)	(5,210,275)	(5,210,275)	(5,498,245)	(287,970)
Total Other Financing Sources (Uses)	1,086,825	1,086,825	452,021	(634,804)
 <i>Net Change in Fund Balance</i>	 452,113	 1,200,510	 2,041,929	 841,419
 Fund Balance, January 1	 9,636,920	 9,636,920	 9,636,920	 -
Equity Transfer	-	-	194,024	194,024
Fund Balance, December 31	\$ 10,089,033	\$ 10,837,430	\$ 11,872,873	\$ 1,035,443

See accompanying Notes to the Budgetary Comparison Schedules

Budgetary Comparison Schedule – Street Fund

Year Ended December 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
Revenues				
Taxes				
Ad valorem taxes	\$ 139,500	\$ 164,963	\$ 210,900	\$ 45,937
Street sales taxes	2,157,768	2,100,258	2,098,328	(1,930)
Motor vehicle taxes	658,000	924,414	956,989	32,575
Railroad and utility	4,000	4,000	4,068	68
Surtax	9,300	9,300	10,063	763
	<u>2,968,568</u>	<u>3,202,935</u>	<u>3,280,348</u>	<u>77,413</u>
Permits				
Street cuts	10,000	10,000	-	(10,000)
Street signs	5,000	5,000	-	(5,000)
Right of way permits	13,000	13,000	5,067	(7,933)
	<u>28,000</u>	<u>28,000</u>	<u>5,067</u>	<u>(22,933)</u>
Intergovernmental Revenues				
Grants	-	-	809,447	809,447
County reimbursements	150,000	1,435,000	170,115	(1,264,885)
	<u>150,000</u>	<u>1,435,000</u>	<u>979,562</u>	<u>(455,438)</u>
Miscellaneous				
Interest	2,000	112,630	128,485	15,855
Other	35,000	56,926	314,664	257,738
	<u>37,000</u>	<u>169,556</u>	<u>443,149</u>	<u>273,593</u>
Total Revenues	<u>3,183,568</u>	<u>4,835,491</u>	<u>4,708,126</u>	<u>(127,365)</u>
Expenditures				
Current				
Street	2,405,704	2,356,573	2,646,096	(289,523)
Capital outlay	1,437,195	3,157,000	2,565,506	591,494
Debt Service				
Principal and interest	578,844	578,844	616,246	(37,402)
Total Expenditures	<u>4,421,743</u>	<u>6,092,417</u>	<u>5,827,848</u>	<u>264,569</u>
<i>Excess (Deficit) of Revenues Over Expenditures</i>	(1,238,175)	(1,256,926)	(1,119,722)	137,204
Other Financing Sources (Uses)				
Operating transfers in	-	-	2,012,957	2,012,957
Operating transfers (out)	(216,875)	(216,875)	(190,178)	26,697
Proceeds from new debt issuances	-	-	2,007,533	(2,007,533)
Total Other Financing Sources (Uses)	<u>(216,875)</u>	<u>(216,875)</u>	<u>3,830,312</u>	<u>32,121</u>
<i>Net Change in Fund Balance</i>	(1,455,050)	(1,473,801)	2,710,590	169,325
Fund Balance, January 1	2,851,197	2,851,197	2,851,197	-
Equity Transfer	-	-	562,972	562,972
Fund Balance, December 31	<u>\$ 1,396,147</u>	<u>\$ 1,377,396</u>	<u>\$ 6,124,759</u>	<u>\$ 732,297</u>

See accompanying Notes to the Budgetary Comparison Schedules

Budgetary Comparison Schedule – Park and Recreation Fund

Year Ended December 31, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes				
Ad valorem taxes	\$ 277,500	\$ 288,764	\$ 369,157	\$ 80,393
Sales taxes	3,192,768	3,184,567	3,183,335	(1,232)
Railroad and utility	6,750	6,750	7,121	371
Surtax	16,500	16,500	17,618	1,118
	<u>3,493,518</u>	<u>3,496,581</u>	<u>3,577,231</u>	<u>80,650</u>
Charges for Services				
Rental income	268,600	239,700	290,580	50,880
Adult and youth programs	284,350	297,350	307,820	10,470
Swim lessons	28,000	28,000	16,506	(11,494)
Special events	131,500	131,500	123,026	(8,474)
Concession	175,000	175,000	201,814	26,814
Admissions	407,500	407,500	444,202	36,702
	<u>1,294,950</u>	<u>1,279,050</u>	<u>1,383,948</u>	<u>104,898</u>
Miscellaneous				
Interest	8,500	201,234	234,428	33,194
Other	21,500	21,500	17,908	(3,592)
	<u>30,000</u>	<u>222,734</u>	<u>252,336</u>	<u>29,602</u>
Total Revenues	<u>4,818,468</u>	<u>4,998,365</u>	<u>5,213,515</u>	<u>215,150</u>
Expenditures				
Current				
Parks and recreation	3,809,660	4,080,272	2,990,834	1,089,438
Capital outlay	212,000	6,359,872	5,557,879	801,993
Debt Service				
Principal and interest	505,300	505,300	1,430,259	(924,959)
Total Expenditures	<u>4,526,960</u>	<u>10,945,444</u>	<u>9,978,972</u>	<u>966,472</u>
<i>Excess (Deficit) of Revenues Over Expenditures</i>	291,508	(5,947,079)	(4,765,457)	1,181,622
Other Financing Sources (Uses)				
Bond Proceeds	-	9,920,000	9,920,000	-
Operating transfer in	210,375	210,375	772,701	562,326
Operating transfer (out)	(501,720)	(501,720)	(397,561)	104,159
Total Other Financing Sources (Uses)	<u>(291,345)</u>	<u>9,628,655</u>	<u>10,295,140</u>	<u>666,485</u>
<i>Net Change in Fund Balance</i>	163	3,681,576	5,529,683	1,848,107
Fund Balance, January 1	1,025,801	1,025,801	1,025,801	-
Equity Transfer	-	-	216,978	216,978
Fund Balance, December 31	<u>\$ 1,025,964</u>	<u>\$ 4,707,377</u>	<u>\$ 6,772,462</u>	<u>\$ 2,065,085</u>

See accompanying Notes to the Budgetary Comparison Schedules

Notes to the Budgetary Comparison Schedules
Year Ended December 31, 2023

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.

Supplementary Information

City of Republic

Combining Balance Sheet – Nonmajor Governmental Funds

Year Ended December 31, 2023

	Special Revenue Funds						Total
	Stormwater Improvement Fund	Fire Sales Tax Fund	Capital Improvement Sales Tax Fund	Major Grant Fund	Capital Project Fund	Debt Service Fund	
Assets							
Cash and cash equivalents - unrestricted	\$ 567,903	\$ 657,000	\$ 98,724	\$ -	\$ -	\$ -	\$ 1,323,627
Sales taxes receivable	-	88,302	176,605	-	-	-	264,907
Total Assets	<u>\$ 567,903</u>	<u>\$ 745,302</u>	<u>\$ 275,329</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,588,534</u>
Liabilities and Fund Balance							
Liabilities							
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	-	-	-	-	-	-	-
Fund Balances							
Assigned to							
Stormwater	567,903	-	-	-	-	-	567,903
Fire	-	745,302	-	-	-	-	745,302
Capital improvements	-	-	275,329	-	-	-	275,329
Total Fund Balances	<u>567,903</u>	<u>745,302</u>	<u>275,329</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,588,534</u>
Total Liabilities and Fund Balances	<u>\$ 567,903</u>	<u>\$ 745,302</u>	<u>\$ 275,329</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,588,534</u>

City of Republic

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds

Year Ended December 31, 2023

	Special Revenue Funds						Total Governmental Funds
	Stormwater Improvement Fund	Fire Sales Tax Fund	Capital Improvement Sales Tax Fund	Major Grant Fund	Capital Project Fund	Debt Service Fund	
Revenues							
Taxes	\$ -	\$ 524,533	\$ 1,049,164	\$ -	\$ -	\$ -	\$ 1,573,697
Miscellaneous	17,442	19,209	20,290	-	-	-	56,941
Total Revenues	<u>17,442</u>	<u>543,742</u>	<u>1,069,454</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,630,638</u>
Expenditures							
Current							
Fire	-	527,850	-	-	-	-	527,850
Stormwater	56,272	-	-	-	-	-	56,272
Capital outlay	-	-	85,596	-	-	-	85,596
Debt Service							
Principal and interest	-	88,256	-	-	-	-	88,256
Total Expenditures	<u>56,272</u>	<u>616,106</u>	<u>85,596</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>757,974</u>
<i>Excess (Deficit) of Revenues Over Expenditures</i>	(38,830)	(72,364)	983,858	-	-	-	872,664
Other Financing Sources (Uses)							
Operating transfers (out)	-	-	(1,447,285)	-	-	-	(1,447,285)
Net Change in Fund Balances	(38,830)	(72,364)	(463,427)	-	-	-	(574,621)
Fund Balance, January 1	606,733	817,666	738,756	2,019,212	441,877	121,095	4,745,339
Equity Transfer	-	-	-	(2,019,212)	(441,877)	(121,095)	(2,582,184)
Fund Balance, December 31	<u>\$ 567,903</u>	<u>\$ 745,302</u>	<u>\$ 275,329</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,588,534</u>

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, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, as of and for the year ended December 31, 2023, 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 May 14, 2024.

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 or significant deficiencies may exist that were not identified.

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

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
May 14, 2024



Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

Honorable Mayor and City Council
 City of Republic
 Republic, Missouri

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Republic, Missouri's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City of Republic, Missouri's major federal programs for the year ended December 31, 2023. The City of Republic, Missouri's major federal programs are identified in the Summary of Auditors' Results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City of Republic, Missouri, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Republic, Missouri, and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

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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

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Republic, Missouri's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about the City of Republic, Missouri's compliance with the requirements of each major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 City of Republic, Missouri's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Republic, Missouri's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we

consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

KPM CPAs, PC
Springfield, Missouri
May 14, 2024

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2023

<u>Federal Grantor/Pass Through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Pass-through Grantor's Number</u>	<u>Pass-through to Subrecipients</u>	<u>Federal Expenditures</u>
U.S. Department of Transportation				
Missouri Department of Transportation				
Highway Planning and Construction	20.205	STBG-6900(813)	\$ -	\$ 424,807
Alcohol Open Container Requirements	20.607	24-154-AL-063	-	369
<i>Highway Safety Cluster</i>				
State and Community Highway Safety	20.600	23-PT-02-097	-	3,349
		24-PT-02-059	-	869
National Priority Safety Programs	20.616	23-M5HVE-03-038	-	2,299
<i>Total Highway Safety Cluster</i>			<u>-</u>	<u>6,517</u>
Total U.S. Department of Transportation			-	431,693
U.S. Department of Treasury				
Direct				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	35,983
Missouri Office of Administration				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	E5B3F40BFA16	-	14,815,659
Total U.S. Department of Treasury			<u>-</u>	<u>14,851,642</u>
Total Expenditures of Federal Awards			<u>\$ -</u>	<u>\$ 15,283,335</u>

N/A - Not Applicable

Noted to the Schedule of Expenditures of Federal Awards
Year Ended December 31, 2023

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of the City of Republic, Missouri, under programs of the federal government for the year ended December 31, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Republic, Missouri, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City of Republic, Missouri.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The City of Republic, Missouri, has elected not to use the 10-percent *de minimis* indirect cost rate allowed under the Uniform Guidance.

4. Coronavirus State and Local Fiscal Recovery Funds

Included in the Schedule for the year ended December 31, 2023, is \$5,204,090 of federal expenditures under the Coronavirus State and Local Fiscal Recovery Funds, ALN 21.027, pass-through grantor number E5B3F40BFA16, that were paid in a previous fiscal year. The expenditures were identified and approved in the current fiscal year as federal expenditures and have been reported in the current fiscal year Schedule in accordance with reporting requirements.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2023

Section I: Summary of Auditors' Results

Financial Statements		
Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:		Unmodified
Internal Control over Financial Reporting:		
Material weakness(es) identified?		No
Significant deficiency(ies) identified?		None Reported
Noncompliance material to financial statements noted?		No
Federal Awards		
Internal control over major federal programs:		
Material weakness(es) identified?		No
Significant deficiency(ies) identified?		None Reported
Type of auditors' report issued on compliance for major federal program:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2CFR 200.516(a)?		No
Identification of major federal programs:		
Assistance Listing Number(s) 21.027	Name of Federal Program or Cluster COVID 19 – Coronavirus State and Local Fiscal Recovery Funds	
Dollar threshold used to distinguish between type A and type B programs:		\$750,000
Auditee qualified as low-risk auditee?		No

Schedule of Findings and Questioned Costs

Year Ended December 31, 2023

Section II: Financial Statement Findings

None

Section III: Federal Award Findings and Questioned Costs

None

Summary Schedule of Prior Audit Findings
Year Ended December 31, 2023

Financial Statement Finding

2022-001 Segregation of duties

Auditor's 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.

Status: Uncorrected



Honorable Mayor and City Council
City of Republic
Republic, Missouri

In planning and performing our audit of the basic financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, for the year ended December 31, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed in the 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*, we identified a certain deficiency in internal control over financial reporting that we consider to be a significant deficiency.

We became aware of additional matters to bring to your attention. The following paragraphs summarize our comments and recommendations regarding these matters.

1. New Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following pronouncements that may affect the City in future years:

GASB Statement No. 100 – *Accounting Changes and Error Corrections*, an amendment of GASB Statement No. 62 – defines accounting changes and prescribes the accounting and financial reporting for each type of accounting change and error corrections. This statement is effective for the City's year ending December 31, 2024.

GASB Statement No. 101 – *Compensated Absences* – updates the recognition and measurement guidance for compensated absences and amends certain previously required disclosures. This statement is effective for the City's year ending December 31, 2024.

GASB Statement No. 102 – *Certain Risk Disclosures* – requires governments to disclose information about certain risks they face due to concentrations and constraints in their revenues and expenditures/expenses. This statement is effective for the City's fiscal year ending December 31, 2025, and all reporting periods thereafter.

We Recommend:

Management examine the new pronouncements to determine the effect these will have on future financial reporting and to ensure successful implementation on the effective dates.

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2. Cybersecurity and Internal Controls

Cyberattacks are on the rise across the globe and these attacks are evolving in sophistication. Locally, there has been an increase in electronic vendor payment schemes. Fraudsters often submit fake documents to change bank routing and account numbers for electronic vendor payment deposits and often involve multiple hacks to compromise vendor information, along with e-mail or other forms of identification, in an attempt to disguise themselves as a legitimate representative of a vendor.

We Recommend:

The City ensure that it has disbursements policies and procedures in place to help safeguard against such attacks. These policies and procedures need to be monitored and re-evaluated on an ongoing basis as threats are continually evolving.

Because of the increase in electronic vendor payment schemes, we recommend that the following items are, at a minimum, included in the City's risk assessment of electronic disbursements:

- Segregate duties of employees who has access to and updates the master vendor file and the employee who creates the ACH transaction
- Ensure that management review all payee account changes that occur
- Implement account validation by verifying accuracy of account information and possibly account ownership, which could be accomplished by various methods such as ACH pre-notification or validation services that are possibly provided by the bank
- Ensure that ACH change forms are not publicly available on the City's website and require that vendors contact the City directly for the forms
- Require a phone call to the vendor to a known and reliable contact at the vendor, to the phone number on file and not the contact or phone number that is obtained in a phone call or email that may be fictitious
- Require employee training, which will empower staff to routinely ask questions of both vendors and department staff, as well as raise the awareness of red flags
- Require reassessment of financial exposure to ACH fraud on an ongoing basis

3. Account Coding

During the current year it was noted that revenues and expenses were changed a little bit to being reported on more of a "project" classification rather than a natural classification.

We Recommend:

Revenues be recorded by revenue source classification; governmental expenditures be recorded by function classification; and proprietary expenses be recorded by natural or object classification.

4. Budgetary Compliance

During the prior year, the City was not in compliance with budgetary statutes, Chapter 67 RSMO as a negative fund balance was budgeted in the Major Grants Fund. Additionally in the prior year, the City was not in compliance due to expenditures exceeding budgeted amounts in the Street and Park Funds. Budgetary statute prohibits budgeting a negative fund balance as well as expenditures exceeding authorized and approved budgeted amounts.

We Commend:

The City for reviewing budgets to ensure that budgeted fund balances were not negative and for ensuring that actual expenditures did not exceed budgeted authorizations.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with the City's administrative personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional studies of this matter or to assist you in implementing the recommendation.

We appreciate this opportunity to serve as the City of Republic's independent auditors and the courtesies and assistance extended to us by the City's employees.

Respectfully submitted,

KPM CPAs, PC
Springfield, Missouri
May 14, 2024



Honorable Mayor and City Council
City of Republic
Republic, Missouri

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Republic, Missouri, for the year ended December 31, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 15, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Republic, Missouri, are described in Note 1 to the financial statements. During the current year, the City adopted GASB Statement No. 96 – *Subscription-Based Information Technology Arrangements*. The City had no arrangements that were affected by this new accounting pronouncement. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City’s governmental activities financial statements was management’s estimate of the allowance for doubtful accounts, which was based on historical property tax revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following areas identified for adjustments relating to the year-end accruals as a result of audit procedures were corrected by management:

- Long-term debt activity
- Capital asset activity
- Accounts receivable
- Accounts payable
- Net pension liability and pension activity
- Leases

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 14, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussion and Analysis, pension information, and budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements and the Schedule of Expenditures of Federal Awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary

information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Republic, Missouri, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

KPM CPAs, PC
Springfield, Missouri
May 14, 2024



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-27 A Resolution of the City Council Authorizing the Issuance of a Full Notice to Proceed Pursuant to Amendment 1 to the Phase 2 Contract Price Amendment for the Wastewater Treatment Facility Expansion Project.

Submitted By: David Cameron, City Administrator

Date: May 21, 2024

Issue Statement

Authorization for a full execution of a Phase 2 Amendment 1 for the expansion of the wastewater treatment plant.

Discussion and/or Analysis

Pursuant to the Abatement Order on Consent with the Missouri Department of Natural Resources, the Wastewater Treatment Plant must have improvements to meet state and federal requirements. A limited notice to proceed was issued via Resolution 24-R-09, pending funding through the State Revolving Fund loan. The limited notice to proceed was limited to \$25,800,000 to begin ordering materials. With the approval of the State Revolving Fund loan, we are now requesting full notice to proceed with the execution of closing on the state revolving loan funds, with a price inclusive of the \$25,800,000 totaling \$94,944,300.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE OF A FULL NOTICE TO PROCEED
PURSUANT TO AMENDMENT 1 TO THE PHASE 2 CONTRACT PRICE AMENDMENT FOR THE
WASTEWATER TREATMENT FACILITY EXPANSION PROJECT**

WHEREAS, the City of Republic, Missouri, (“City” and/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, pursuant to an Abatement Order on Consent (“Consent Order”) between the City and the Missouri Department of Natural Resources (“MDNR”), the City is required to bring its wastewater treatment system (“WWTS”) into compliance within a specific timeline set in the Consent Order; and

WHEREAS, the City is currently in the process of making the necessary improvements to the WWTS under the Consent Order, estimated to cost the City a total of approximately \$150 million; and

WHEREAS, on February 15, 2022, via Resolution 22-R-09, the Council authorized the City to engage Burns & McDonnell Engineering Co., Inc. (“Engineer”) to provide engineering design and construction services on five (5) separate Phase 1 projects as part of the various improvements to the WWTS; and

WHEREAS, in Resolution 22-R-09, the Council acknowledged the City’s intent to engage Engineer for five (5) additional projects to be known as “Phase 2”, for the construction of the designed improvements following completion of Phase 2; and

WHEREAS, on February 18, 2022, the City and Engineer entered into a ‘Progressive Design-Build Agreement for Water and Wastewater Projects - Wastewater Treatment Facility Expansion Project’ (“Master Agreement”) for the design and construction of the required improvements to the City’s WWTS; and

WHEREAS, the City and Engineer later executed a ‘Phase 2 Contract Price Amendment,’ as required under the Master Agreement, which governs the prices and specifications for the work in Phase 2; and

WHEREAS, on February 20, 2024, via 24-R-07, the Council authorized the City to apply to the MDNR for State Revolving Loan funds (“SRF”), in furtherance of the City’s ongoing efforts to secure the remaining funding needed to complete the work in Phase 2; and

WHEREAS, on February 20, 2024, via Resolution 24-R-08, the Council authorized the City to issue a limited notice to proceed in an amount not to exceed \$25,800,000 of the GMP, in connection with its application for the aforementioned SRF funds; and

WHEREAS, the City has now been approved for the SRF funds and is ready to proceed with a full notice to proceed; and

WHEREAS, based upon presentation by City staff and review of the materials submitted, the Council believes it is in the City’s best interest to authorize the issuance of a full notice to proceed up to the contract guaranteed maximum price (GMP) of \$94,944,300, for completion of the corresponding improvements to the City’s WWTS.

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

Section 1. The City Administrator, or his designee, on behalf of the City, is authorized to issue a Full Notice to Proceed, in an amount up to but not to exceed the contract guaranteed maximum price (GMP) of \$94,944,300, inclusive of any amounts previously authorized and included in limited notice(s) to proceed issued by the City, in connection with completion of Phase 2 of the wastewater treatment system improvements.

Section 2. The City Administrator, or his designee, on behalf of the City, is authorized to take all other necessary and reasonable 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 _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote: