



AGENDA

City Council Meeting Municipal Court Building, 540 Civic Blvd November 07, 2023 at 6:00 PM

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

Eric Franklin, Ward I
Brian Fields, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the October 17, 2023 City Council Minutes.
- [2.](#) Approve Vendor List.
- [3.](#) Approve Utility Billing Adjustments.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	November 13, 2023
City Council Meeting	November 14, 2023
City Council Workshop	November 16, 2023 at Noon
Planning & Zoning Meeting	December 4, 2023
Board of Adjustment Meeting	December 7, 2023
City Council Meeting	December 12, 2023

Old Business and Tabled Items

- [4.](#) 23-50 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Subdivision.
- [5.](#) 23-51 An Ordinance of the City Council Authorizing the City Administrator to Execute a Developer Agreement with the Republic R-III School District for Installation of Certain Infrastructure at the Site of the New Republic Intermediate School.

Mayor's Announcements

- [6.](#) 23-R-60 A Resolution of the City Council Appointing a Council Member for Ward II.

New Business (First Reading of Ordinances)

- [7.](#) 23-52 An Ordinance of the City Council Approving Execution of a Deferred Infrastructure Developer Agreement with Bester Properties, LLC.
- [8.](#) 23-53 An Ordinance of the City Council Approving the Final Plat of the Harper Ridge Phase 1 Subdivision.
- [9.](#) 23-54 An Ordinance of the City Council Approving the Final Plat of the Hankins Farm Planned Development District.
- [10.](#) 23-55 An Ordinance of the City Council Authorizing Amendment of the Lease Agreement between the City and City Utilities of Springfield, Missouri for the Trunked Radio Systems Tower located in 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.**

[11.](#)23-56 An Ordinance of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

[12.](#)23-57 An Ordinance of the City Council Amending Title VIII, Fees, Chapter 805, Sections 805.010 (“Credit Card Processing Fee”), 805.030 (“Alcoholic Beverages”), 805.040 (“Animals”), 805.050 (“Buildings And Zoning”), 805.060 (“Business”), 805.070 (“Fire Protection And Prevention”), 805.080 (“Parks And Recreation Fees”), 805.090 (“Special Event Fees”), and 805.100 (“Utility Administration”) of the Municipal Code of the City of Republic, Missouri.

Other Business (Resolutions)

Reports from Staff

Adjournment



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

Eric Franklin, Ward I
Brian Fields, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
October 17, 2023 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:01 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brian Fields, Justin Neal, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Police Chief Brian Sells, GIS Manager Josh Jones, Police Major Jamie Burks, Fire Chief Duane Compton, Finance Director Bob Ford, Assistant City Administrator-Community Development Andrew Nelson, Executive Assistant Jordan Furnas, Sargent Kenneth Hart, City Clerk Laura Burbridge, Assistant Parks and Recreation Director Jennafer Mayfield, Engineer Angel Falig, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:02 p.m. Betty North, 733 W O'Neal, requested Council change the 3-minute time limit for citizen participation to 5 minutes. Mayor Russell closed citizen participation at 6:04 p.m.

Consent Agenda

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

1. Approve October 3, 2023 City Council Minutes.
2. Approve the Vendor List.
3. 23-R-58 A Resolution of the City Council Authorizing Payment to Missouri Rural Services Workers' Compensation Insurance Trust for the Additional Premium Coverage for 2022-2023.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	November 2, 2023-Cancelled
City Council Budget Workshop	November 2, 2023
City Council Meeting	November 7, 2023
Planning & Zoning Meeting	November 13, 2023
City Council Meeting	November 14, 2023

Old Business and Tabled Items

4. **23-45 An Ordinance of the City Council Approving the Annexation of Approximately 0.29 Acres of Property Located at 1167 North Oakwood Avenue and Adjacent Right-of-Way.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-45 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer questions. Council Member Updike motioned for the passage of Bill 23-45. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

5. **23-46 An Ordinance of the City Council Amending Title V, Chapter 515, Sections 515.010 ("Applicability; Preemption"), 515.020 ("Definitions"), 515.050 ("Permits Required; Requirements"), 515.090 ("Row User Responsibilities And Requirements"), and 515.110 ("Inspections, Stop Work Orders, Appeals, And Penalties") of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the second reading of Bill 23-46 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig was available to answer questions. Council Member Updike motioned for the passage of Bill 23-46. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

6. **23-47 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres, Located at the 7200 Block of West Farm Road 170, from Kirkwood Estates Planned Development District (PDD 22-003) to Kirkwood Estates Planned Development District (PDD 23-005).**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-47 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer questions. Council Member Wilson motioned for the passage of Bill 23-47. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

7. **23-48 An Ordinance of The City Council Approving Execution of a First Amendment to the Developer Agreement with Republic R-III School District for the Construction of a Queuing Road for the Republic Schools Located at North Main Street and West State Highway 174.**

Motion was made by Council Member Gerke and seconded by Council Member Updike to have the second reading of Bill 23-48 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson was available to answer questions. Council Member Updike motioned for the passage of Bill 23-48. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

8. **23-49 An Ordinance of The City Council Authorizing Execution of an Amendment to the Developer Agreement with The Iron Grain District, LLC and Magers Republic No. 3C, LLC for the Continued Development of the Iron Grain District.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-49 by title only. The vote was 6 Aye-Fields, Franklin, Gerlek, Neal, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion Carried. Andrew Nelson was available to answer questions. Council Member Franklin motioned for the passage of Bill 23-49. Council

Member Updike seconded. A roll call vote was taken digitally. The vote was 6 Aye-Fields, Franklin, Gerlek, Neal, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke. Motion carried.

New Business (First Reading of Ordinances)

9. 23-50 An Ordinance of the City Council Approving the Final Plat of The Hills Of Olde Savannah Subdivision.

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 23-50 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

10.23-51 An Ordinance of the City Council Authorizing the City Administrator to Execute a Developer Agreement with the Republic R-III School District for Installation of Certain Infrastructure at the Site of the New Republic Intermediate School.

Motion was made by Council Member Fields and seconded by Council Member Neal to have the first reading of Bill 23-51 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)

11.23-R-59 A Resolution of the City Council Appointing New Authorized Signers and Modifying the Accounts Payable Process for the City's General Operating Account and Bond Proceeds Account with Arvest Bank.

Motion was made by Council Member Wilson and seconded by Council Member Updike to take up Resolution 23-R-59. Finance Director Bob Ford presented the Resolution and answered questions of Council. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked Bob Ford for his vision in the process changes to the check run. Mr. Cameron reminded Council they are allowed to see the check runs at any time. Mr. Cameron noted the second Council meeting in November was moved up a week to the 14th to accommodate Thanksgiving week and potential conflicts with Council and staff's travel plans. Mr. Cameron also reminded everyone that the budget hearing is scheduled for November 2nd, adding he looks forward to showing Council the work done by Bob Ford and his staff and showcasing Questica in real time.

City Administrator David Cameron noted in his Administrator's Report the cost of living adjustment was given to staff in January but we were unsure of merit increases at that time. We have now initiated the merit increase for this year to true up and retro pay to staffs' review dates, adding there will be no additional delays in receiving this. Mr. Cameron expressed his appreciation of the work staff has done in cutting costs to make this happen.

City Administrator David Cameron announced the property at Oakwood and Farm Road 174 has been posted for bid, with a closing on October 27. Mr. Cameron noted he received a request from Ryan Squibb asking what the land's intended use was. Mr. Cameron noted it was purchased for a future City Hall, but growth has transitioned out to the MM corridor. We are working on an intergovernmental cooperative

agreement to purchase land for the library in that area and may consider purchasing 5 acres for a future City Hall.

City Administrator David Cameron announced we have had 4 applicants for the Ward II seat, with applications closing on October 27th. Mayor Russell and Mr. Cameron will meet with applicants with Mr. Cameron there to answer questions. Mr. Cameron added we hope to bring someone for appointment on November 7th.

City Administrator David Cameron noted the filing period for Council and Mayor seats runs from December 5-December 22 and we will be adding this to a mailer. The Secretary of State's office set the closing date as December 26th, when city offices are closed. Mr. Cameron noted he wanted to make it abundantly clear we are open until the 22nd and will be closed 25th and 26th.

City Administrator David Cameron noted the water tower on Hines Street has been moldy for a while. We now have all the cell towers off for sandblasting and painting the tower. If you are seeing a delay in cell coverage, please be aware the equipment is down and can impact signal. Mr. Cameron commended staff for getting this project done utilizing ARPA funds.

City Administrator David Cameron noted he loved the drainage question tonight and added the city is often burdened with that issue when a Homeowner's Association is not established and the owner leaves with no one taking over the area.

City Administrator David Cameron thanked the school district for their partnership, noting the taxpayers saved a lot of money on the queuing lane. Mr. Cameron emphasized that the taxpayers dollars are being stretched as best we can and we are working together to make that happen.

City Administrator David Cameron thanked staff for the great job on Pumpkin Daze. Mr. Cameron noted that the day after, he took note that someone must set it up and take it all down. Mr. Cameron noted he loves the leadership utilized in Parks and all the staff out to support that effort along with the Pumpkin Daze committee and Kiwanis Club, emphasizing working together is awesome to see.

City Administrator David Cameron reminded everyone the all-staff Huddle is scheduled for November 2nd, at 8:30 a.m.

City Administrator David Cameron provided an update on the MM Widening, adding we have a meeting scheduled for November 6th as noted in the Administrator's Report. The project cost increased by \$6 million in changes made by MoDOT.

Council Member Franklin echoed Mr. Cameron on Pumpkin Daze, adding every year it gets bigger and more impressive. Mr. Franklin noted he had a great time out there and some great conversations with citizens. Mr. Franklin also thanked Rooting Republic for the passion of the volunteers, adding it is incredible what they do and he enjoys hearing what they are doing. Mr. Franklin thanked staff for the hard work on the packet.

Mayor Russell noted that last night he got to play catch with Travis Edwards, one of the school board members, who is playing catch with someone every night. Mayor Russell noted three kids came up riding bikes and Gavin Gorman asked him if he was the Mayor. He was a complete gentleman and approached him confidently and wanted to talk to him about how to get a skate park. Mayor Russell complimented his parents. Mayor Russell added Gavin emailed this morning with a follow up on how to make it happen. Mayor Russell noted he and Council Member Gerlek recently spoke to the middle school, noting when you see kids caring about the community, it gives you some hope.

Mayor Russell requested that City Attorney Megan McCullough research Robert's Rules of Procedures and provide a memo regarding citizen participation being 3 minutes versus 5 minutes. Mayor Russell also noted he would like to know how much other cities' Council Members and Mayors make.

Adjournment

Mayor Russell adjourned the meeting at 6:38 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor

DRAFT



City of Republic

Vendor Audit Report

For Date Range 10/01/2023 - 10/31/2023

Item 2.

Vendor	Added	Added User	Deleted	Deleted User
08155 - Cox Medical Group	09/13/2023	SHERRI WOODS		
08172 - Rama's Greenhouse & Gardens	10/02/2023	SHERRI WOODS		
08173 - 305 Baseball Training LLC	10/03/2023	SHERRI WOODS		
08174 - Ryan Jones	10/04/2023	SHERRI WOODS		
08175 - Stone Creek Development LLC	10/04/2023	SHERRI WOODS		
08176 - Bluebeam Inc	10/18/2023	SHERRI WOODS		
08177 - John Winters	10/18/2023	SHERRI WOODS		
08178 - Mason Needs	10/18/2023	SHERRI WOODS		
08179 - Springfield Sun Control	10/19/2023	SHERRI WOODS		
08180 - Summit Mailing & Shipping Systems	10/19/2023	SHERRI WOODS		
08181 - Mitchell Wayne Stewart	10/20/2023	SHERRI WOODS		
08183 - Whack Snacks 1, LLC	10/24/2023	SHERRI WOODS		
08184 - Michael Riemer	10/26/2023	SHERRI WOODS		
08185 - Dustyn Miles	10/26/2023	Krissy Crockett		
08187 - Rick Gardner	10/26/2023	Krissy Crockett		
08188 - Stryker Sales LLC	10/31/2023	SHERRI WOODS		
08189 - Emma Floyd	10/31/2023	SHERRI WOODS		
08190 - Kiesler Police Supply Inc	10/31/2023	SHERRI WOODS		
1837 - Redneck Inc				

Vendor Count: (19)



Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Gallons Billed	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
8/23/2023	Jordan & Erika Louderbaugh	Leak	Irrigation Line	27990	10,700	41.13		
8/25/2023	Alison Petro & David Boreliz	Leak	Toilet Leak	11580	3,106	11.94	3,106	47.19
8/25/2023	Alison Petro & David Boreliz	Leak	Toilet Leak	11600	3,116	11.97	3,116	47.34
9/7/2023	King Built	Leak	Irrigation Line	196460	96,980	403.11	193,960	2,946.25
9/7/2023	King Built	Leak	Irrigation Line	164867	337			
9/7/2023	King Built	Leak	Irrigation Line	36160	16,830	69.95	33,660	511.30
9/11/2023	Judy & Eddy Martin	Leak	Irrigation Line	17580	7,190	27.63		
9/12/2023	Lisa D Williams	Leak	Service line	32100	12,950	49.77	8,700	132.15
9/26/2023	Janet Turner	Overread	Overread	6200	4,800	18.45	4,800	72.91
9/26/2023	JM Townhomes LLC	Overread	Overread	2100	2,000	8.31	2,000	30.38
9/26/2023	Hailey & Brian Davidson	Leak	Toilet Leak	18570	7,585	29.15	6,800	103.29
9/26/2023	Jennifer K Elkins	Leak	Leak under house	20540	6,570	25.25		
9/26/2023	Jennifer K Elkins	Leak	Leak under house	24070	8,335	32.04		
10/12/2023	Teddy & Pam Roberts	Leak	Pipes inside walls	8000	1,766	6.79	3,533	53.67
10/13/2023	Kenneth Gaines	Leak	Toilet Leak	11800	5,150	19.79		
10/13/2023	Linda Mann	Leak	Busted pipe	11330	4,165	16.01		
10/16/2023	Melanie & Kristopher Stigall	Leak	Busted pipe	18400	7,300	28.05		
10/16/2023	The Clark Team Real Estate	Leak	Toilet Supply Line	16180	7,340	30.52	14,680	222.99



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-50 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Subdivision.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 7, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of The Hills of Olde Savannah. This site was previously approved as Olde Savannah Phase 4 on June 21, 2022.

Discussion and/or Analysis

The Final Plat of The Hills of Olde Savannah will legally divide approximately twenty point two (20.2) acres of land into seventy (69) High-Density Single-Family Residential lots. 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 3,932 linear feet of new street and 5,893 linear feet of new sidewalk.

The Final Plat of The Hills of Olde Savannah conforms to the Preliminary Plat of Olde Savannah Phase 4, as approved by City Council on June 21, 2022.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Approved Development Plan, 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 Hills of Olde Savannah Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
THE HILLS OF OLDE SAVANNAH 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 June 21, 2022, via Resolution 22-R-29, the Council approved the Preliminary Plat for the Olde Savannah Phase 4 Subdivision (renamed to The Hills of Olde Savannah); and

WHEREAS, on or about September 20, 2023, Olde Savannah LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of The Hills of Olde Savannah Subdivision (formerly Olde Savannah Phase 4); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat and 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 The Hills of Olde Savannah have been met.
- Section 2:** That the Final Plat of The Hills of Olde Savannah, attached and incorporated herein as “Attachment 1”, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of The Hills of Olde Savannah 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 The Hills of Olde Savannah shall commence until the Final Plat of The Hills of Olde Savannah 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 _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DRAINAGE/Common AREA NOTE:

CITY OF REPUBLIC RIGHTS. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY WITHIN THIS DECLARATION, AND IN CONJUNCTION WITH THE POWERS GRANTED TO THE CITY OF REPUBLIC UNDER TITLE IV, LAND USE, ET SEQ., AS AMENDED, READOPTED OR RE-CODIFIED FROM TIME TO TIME, WHICH IS INCORPORATED HEREIN BY REFERENCE, IN THE EVENT FOR ANY REASON THE ASSOCIATION SHOULD FAIL TO MAINTAIN ANY COMMON AREA OR AREAS, OR IN THE EVENT THE ASSOCIATION SHOULD BE DISSOLVED FOR ANY REASON OR CEASE TO EXIST, AND THE LOT OWNERS (UNIT OWNERS FOR CONDOMINIUMS) FAIL TO MAINTAIN SUCH COMMON AREA OR AREAS, THEN THE CITY SHALL HAVE THE RIGHT AND FULL AUTHORITY AND ABILITY TO INTERCEDE AND MAINTAIN THE COMMON AREAS AND ASSESS THE CITY'S COSTS OF SAME TO THE LOT OWNERS (OR UNIT OWNERS) WITHIN THE SUBDIVISION (OR CONDOMINIUM) OR ANY LOT (UNIT) OR PARCELS PREVIOUSLY SERVED BY THE ASSOCIATION OR ANY OF THE COMMON AREAS OF THE SUBDIVISION (CONDOMINIUM), ON A PRO RATA BASIS OF SQUARE FOOTAGE OF THE LOTS (UNITS) WITHIN THE AREA PREVIOUSLY SERVED BY THE ASSOCIATION AND SUCH SHALL RUN AS A LIEN AGAINST THE LOTS. THE CITY SHALL BE GIVEN THE POWER PROVIDED HEREIN, AS WELL AS ANY OTHER REMEDY AVAILABLE TO IT UNDER LAW, TO SET AND ENFORCE SUCH ASSESSMENTS TO PAY FOR THE MAINTENANCE OF, OR ABATEMENT OF ANY NUISANCE CONTAINED IN, ANY COMMON AREA OR AREAS.

STORM WATER MINIMUM
FINISHED FLOOR CHART

LOT	MIN. FF
33	1281.50
34	1281.50

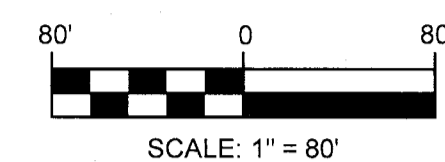
OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

FINAL PLAT

THE HILLS OF OLDE SAVANNAH

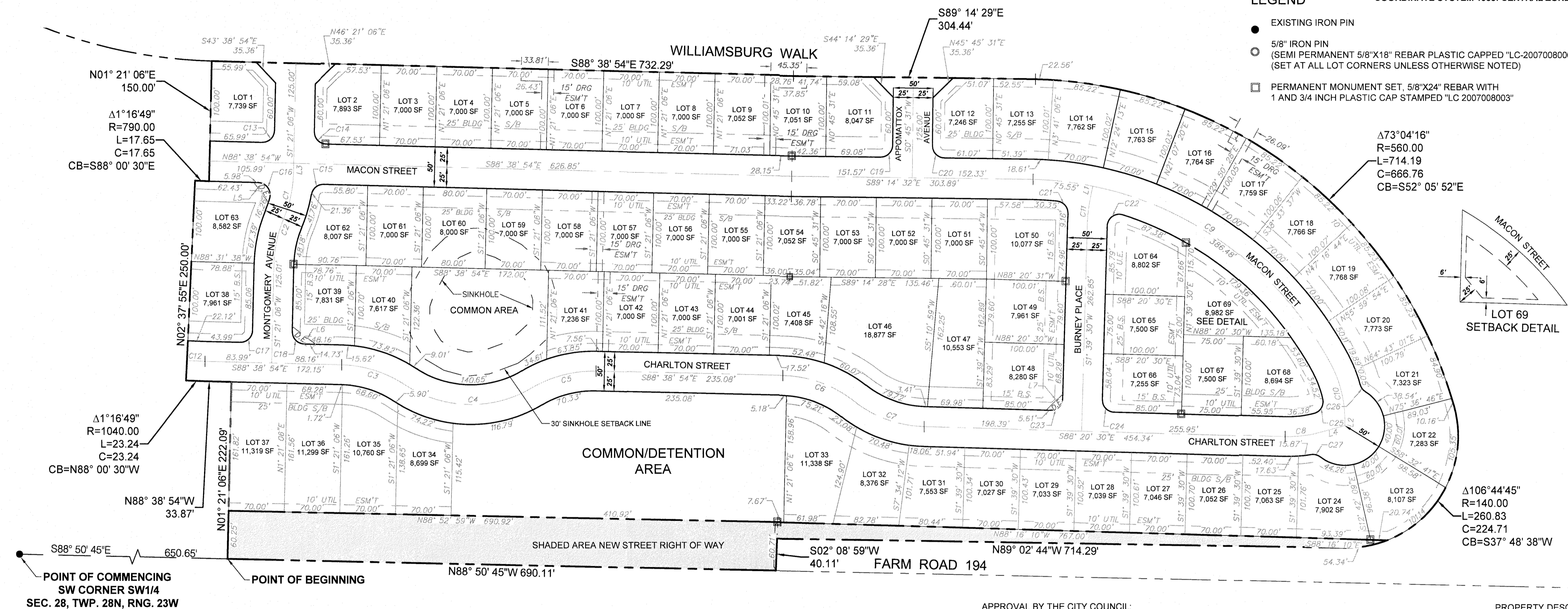
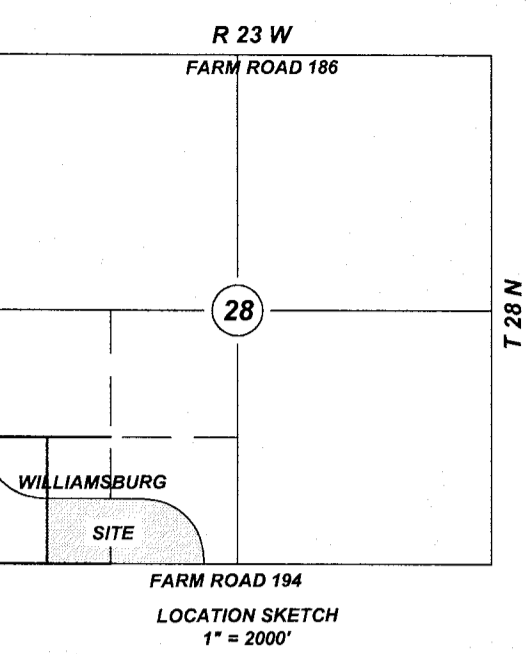
PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST REPUBLIC, GREENE COUNTY, MISSOURI



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE

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"



Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	57.80'	150.00'	22°04'44"	S12° 23' 28"W	57.45'
C2	57.80'	150.00'	22°04'44"	S12° 23' 28"W	57.45'
C3	84.39'	150.00'	32°14'07"	S72° 31' 51"E	83.28'
C4	168.78'	150.00'	64°28'13"	S88° 38' 54"E	160.02'
C5	84.39'	150.00'	32°14'07"	N75° 14' 03"E	83.28'
C6	96.47'	150.00'	36°50'58"	S70° 13' 25"E	94.82'
C7	95.67'	150.00'	36°32'33"	S70° 04' 13"E	94.06'
C8	43.79'	150.00'	16°43'42"	N83° 17' 40"E	43.64'
C9	462.03'	435.00'	60°51'21"	S58° 11' 16"E	440.62'
C10	75.71'	150.00'	28°55'03"	S13° 18' 04"E	74.90'
C11	25.35'	150.00'	9°40'59"	S6° 30' 00"W	25.32'
C12	22.68'	1015.00'	1°16'49"	S88° 00' 30"E	22.68'
C13	23.56'	15.00'	90°00'00"	S46° 21' 06"W	21.21'
C14	23.56'	15.00'	90°00'00"	N43° 38' 54"W	21.21'
C15	21.36'	15.00'	81°35'40"	N50° 33' 16"E	19.60'
C16	27.39'	15.00'	104°37'31"	S36° 20' 09"E	23.74'
C17	23.56'	15.00'	90°00'00"	S46° 21' 06"W	21.21'
C18	23.56'	15.00'	90°00'00"	N43° 38' 54"W	21.21'
C19	23.56'	15.00'	90°00'00"	S45° 45' 31"W	21.21'
C20	23.56'	15.00'	90°00'10"	N44° 14' 34"W	21.21'
C21	23.29'	15.00'	88°56'54"	S39° 48' 55"E	21.02'
C22	27.70'	15.00'	105°48'55"	N54° 33' 58"E	23.93'
C23	23.56'	15.00'	90°00'00"	S46° 39' 30"W	21.21'
C24	23.56'	15.00'	90°00'00"	N43° 20' 30"W	21.21'
C25	22.76'	15.00'	86°55'12"	S31° 31' 22"W	20.64'
C26	11.48'	15.00'	43°52'09"	N36° 37' 04"W	11.21'
C27	12.39'	15.00'	47°19'28"	S75° 38' 46"E	12.04'

Line Table

Line #	Length	Direction
L1	19.80'	S11° 20' 30"W
L2	4.26'	S1° 09' 28"W
L3	12.23'	S1° 21' 06"W
L4	32.90'	N74° 55' 49"E
L5	30.74'	N36° 41' 07"W
L6	36.68'	N52° 48' 39"W
L7	29.14'	N46° 39' 29"E

GENERAL NOTES:

- TOTAL AREA: 879,047.7 SQ FT = 20.2 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 69
- SMALLEST LOTS: LOTS 3, 4, 5, 6, 7, 8, 42, 43, 51, 52, 53, 55, 56, 57, 58, 59, & 61 (7,000 SQ.FT.)
- LARGEST LOT: LOT 48 (18,877 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: JUNE 21, 2022
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 22890-21 AND BOOK 2022 PAGE 39227-22
- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 5'
- SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- 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 MACON ST, THE SOUTH SIDE OF CHARLTON ST, THE EAST SIDE OF MONTGOMERY AVE, THE EAST SIDE OF APPOMATTOX AVE AND THE EAST SIDE OF BURNEY AVE.
- DRAINAGE EASEMENTS ON LOTS 41 & 42 AND 57 & 58 ARE CENTERED ON THE LOT LINES
- D.E. IS DRAINAGE EASEMENT ON LOTS 39, 48, 63
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89, FARM ROAD 194, OR WILLIAMSBURG WALK
- ALL CURVED LOT LINES ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.

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.

881728300266 & 881728300180
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

OWNER'S DEDICATION:

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

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, 2023, 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: _____

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF THE HILLS OF OLDE SAVANNAH, 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 _____, 2023.

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 _____, 2023, THE FINAL PLAT OF THE HILLS OF OLDE SAVANNAH, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

SURVEYOR'S 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 HEREON 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: SEPT 19, 2023

SIGNATURE: _____

MO PLS NO. 2555

DATE: 10-03-2023

PROPERTY DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 88°50'45" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 650.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°21'06" EAST A DISTANCE OF 222.09 FEET; THENCE NORTH 88°38'54" WEST A DISTANCE OF 33.87 FEET; THENCE WESTERLY A DISTANCE OF 23.24 FEET ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°00'30" WEST, 23.24 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 250.00 FEET; THENCE EASTERLY A DISTANCE OF 17.65 FEET ALONG A 790.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 88°00'30" EAST, 17.65 FEET; THENCE NORTH 01°21'06" EAST A DISTANCE OF 150.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF WILLIAMSBURG WALK; THENCE SOUTH 88°38'54" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 732.29 FEET TO THE QUARTER QUARTER SECTION LINE; THENCE SOUTH 89°14'29" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 304.44 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 714.19 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 52°05'52" EAST, 666.76 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 280.83 FEET ALONG SAID RIGHT OF WAY AND ALONG A 140.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 37°48'38" WEST, 224.71 FEET TO THE APPARENT NORTH RIGHT OF WAY OF FARM ROAD 194, ALSO KNOWN AS COUNTY LINE ROAD; THENCE NORTH 89°02'44" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 714.29 FEET TO THE QUARTER QUARTER SECTION LINE; THENCE SOUTH 02°08'59" WEST, ALONG THE SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 40.11 FEET TO THE SOUTH OF SAID SECTION 28; THENCE NORTH 88°50'45" WEST, ALONG SAID SOUTH LINE, BEING THE GREENE/CHRISTIAN COUNTY LINE, A DISTANCE OF 690.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 879,047.7 SQUARE FEET OR 20.2 ACRES

No.:	Revision:	Date:	FINAL PLAT THE HILLS OF OLDE SAVANNAH			
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			SW1/4 SW1/4 SEC 28, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI			
SURVEY BY CJW		DESIGN CJW	SCALES HOR. 1"=80' VERT. N/A	SHEET 1 OF 1 SHEETS FILE NO. 21151		
DATE: 06/26/2023		DRAWN CJW				
DWG		CHECKED CJW				



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-51 An Ordinance of the City Council Authorizing the City Administrator to Execute a Developer Agreement with the Republic R-III School District for Installation of Certain Infrastructure at the Site of the New Republic Intermediate School.

Submitted By: Andrew Nelson, Assistant City Administrator-Community Development

Date: November 7, 2023

Issue Statement

To authorize the City Administrator to enter into Developer's Agreement with Republic R-III School District for Infrastructure Improvements at Planned Future Intermediate School Location.

Discussion and/or Analysis

The Republic R-III School District has been approved to construct a new fifth & sixth grade Intermediate School on property they own North of US 60 and East of Commercial Avenue in Republic. The School District is currently in design for the new building, and it will require additional infrastructure that may be owned and maintained by the City of Republic once completed, including but not limited to: roads, water mains, sewer mains, and stormwater structures. In this developer agreement, the city will plan, coordinate, and install the water main line to be completed no later than December 31, 2024. The School District will be responsible for the engineering plan costs, materials, any contracted work, and other expenses as specified within the developer's agreement.

This agreement would provide savings to the taxpayers of over 1 million dollars.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DEVELOPER AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT FOR INSTALLATION OF CERTAIN INFRASTRUCTURE AT THE SITE OF THE NEW REPUBLIC INTERMEDIATE SCHOOL

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, Section 70.220, RSMo., authorizes municipalities and political subdivisions of the State of Missouri to cooperate with each other by, among other things, entering into cooperative agreements with each other regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, the Republic R-III School District (“School District”) desires to partner with the City for the City to install certain public improvements at the site of the new Intermediate School, located near U.S. Highway 60 and Commercial Avenue; and

WHEREAS, to set forth the terms under which the City would construct those public improvements, the City is proposing a Developer Agreement with the School District, consistent with the provisions of § 70.220, RSMo.; and

WHEREAS, under the proposed Developer Agreement, the School District will be responsible for reimbursing the City for all its actual costs incurred in constructing the public improvements, with the sole exception of costs for labor provided by City employees, and

WHEREAS, upon hearing presentation by staff, the Council finds it in the best interest of the City to approve the Developer Agreement with the School District, as it will benefit the City’s residents and the general public by contributing to the successful construction of the new Intermediate School in the City.

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

- Section 1:** The City Administrator, or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with the Republic R-III School District, to be in substantially the same form as that attached hereto and labeled “Attachment 1”.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic Missouri ("City") and the Green County Reorganized School District No. 3, also known as the Republic R-III School District ("Developer"). City and Developer are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Developer is a Missouri School District and political subdivision of the State of Missouri, and

WHEREAS, Developer currently owns or has a legally enforceable contract to acquire interest in real property located at or near 2654 North Commercial Avenue in Republic, Missouri, more specifically described and/or identified in the document(s) attached hereto and labeled "**Exhibit A**", the entirety of which is expressly incorporated herein, (the "Property"), and

WHEREAS, Developer is in the process of planning and/or constructing improvements to the Property that will benefit the public by, among other things, serving as the site for a new Intermediate School where fifth and sixth grade education will be provided to the City's young residents, and

WHEREAS, in order for Developer to construct the new Intermediate School as planned, certain public improvements need to be constructed on the Property, and

WHEREAS, the Parties desire to partner on the construction of a portion of the public improvements Developer is making to the Property, which will ultimately serve to benefit the public within the provisions of § 70.220, RSMo. by providing education and other educational opportunities, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties' agreed upon respective responsibilities for the improvements to the Property as detailed more further herein.

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

1. Ability to Contract: Developer represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.
2. Public Improvements:
 - a. Scope of Work Under This Agreement: In exchange for Developer's promises herein, City agrees that it shall perform the following work under this Agreement (hereafter, the "Public Improvements" and the "Work"):
 - i. City shall plan, coordinate, and install the water main line (the "Water Main Line") that will enable City to provide potable water service to the Property with sufficient capacity to meet the anticipated demand projected for the Property.
 - ii. Installation of the Water Main Line shall include the looping of other or additional water system(s), if any, as deemed applicable or necessary by City.

- iii. The Water Main Line shall be located within the utility easement(s) granted by Developer pursuant to paragraph 6 of this Agreement, so long as such location is consistent with the final infrastructure plans, as approved by the City. To the extent the final approved infrastructure plans indicate the Water Main Line must be installed outside the utility easement(s) area granted by Developer referenced herein, such easements shall be amended to ensure the area fully encompasses the location of the Water Main Line, at the cost of Developer.
 - iv. All specifications for the Water Main Line shall be established, determined and documented in the Final Approved Infrastructure Plans.
- b. Construction Period and Cost Estimates:
 - i. City's construction of the Public Improvements shall be completed by no later than December 31, 2024, unless otherwise modified by written amendment to this Agreement executed by the Parties. City's completion of the Public Improvements by the date set forth herein is expressly contingent upon Developer's timely delivery to the City of all engineering and other infrastructure plans required for City to perform its obligations under this Agreement.
 - ii. Developer shall have sixty (60) days after the execution of this Agreement to deliver engineering plans and other applicable infrastructure plans, signed and sealed, to the City. City shall then have ten (10) business days to review the completed engineering drawings and respond to Developer with any questions, suggestions, and/or changes.
 - iii. Once all questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), an estimate of the construction costs for the Public Improvements ("Estimated Costs") will be provided by City to Developer.
 - iv. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City, as more fully addressed in paragraph 3 below, shall be the amount Developer is required to reimburse to City under this Agreement.
 - v. Nothing contained in this paragraph or this Agreement shall be construed to restrict City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Public Improvements after the Construction Period, so long as City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Work Required for Public Improvements: Unless otherwise specified in this Agreement or as modified by written amendment executed by the Parties, City will be the sole judge of the work required to fully and properly complete construction of the Public Improvements and meet any other obligations of the City under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work being performed, the engineer(s) selected, the construction methods used, the

equipment, materials and supplies to be used, and providers of such equipment, materials and supplies.

- d. Site Access: At all times during the course of this Agreement, the City, including its employees, workers, subcontractors, suppliers, and other authorized representatives, shall have reasonable access to the Property for the purpose of performing its work under this Agreement. and shall provide sufficient competent personnel to visit and inspect the worksite(s) and work being performed. City, and its employees, workers, subcontractors, suppliers, and authorized representatives who access the worksite(s) located on the Property shall comply with Developer's applicable Policies regarding visitors to Developer's property, which include Policies C-130-P, C-150-P, C-155-P, C-165-P, C-170-P, E-130-P, F-235-P, and F-250-P (labeled "**Exhibit B**" attached hereto and expressly incorporated herein).

3. Costs of the Public Improvements:

- a. Engineering Plans Costs: Developer shall be solely responsible for all costs of the engineering plans and/or construction drawings for the Public Improvements. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City, in its sole discretion/opinion, as reasonably necessary to complete the Public Improvements.
- b. Public Improvements Costs: Subject to the exception(s) set forth in paragraph 3(d) below, and pursuant to the terms set forth below, Developer shall be solely responsible for the direct costs of the Public Improvements, which includes but is not necessarily limited to cost of grading, aggregate, fill materials, line and piping materials, concrete, fire hydrants, and all other apparatuses necessary or appropriate to the installation of Water Main line in accord with industry standards.
 - i. Although City will initially pay for the Public Improvement Costs, Developer shall be responsible to reimburse City for all such costs.
 - ii. The Parties agree the costs to be reimbursed by Developer for the Public Improvements include the following: (1) Actual costs incurred by City for the material expenses of the Public Improvements, (2) Actual expenses and costs incurred by City for the labor of workers or entities not employed by City, specifically including but not necessarily limited to contractors and subcontractors, (3) Actual expenses and costs incurred by City for the rental of equipment and/or tools not owned by City, (4) Actual expenses and costs associated with utilities necessary or utilized in performing the Work, (5) Actual expenses and costs of transportation incurred in performing the Work, (6) Actual taxes incurred in connection with performing the Work as well as all other fees and costs incurred in ensuring compliance with local, state, and federal public works laws and regulations as it pertains to performing the Work, and (7) Actual expenses and costs for all other services and facilities necessary for the execution and completion of the Work.
 - iii. The Parties agree that if the City's "actual expenses and costs" to be incurred exceed the City's estimated expenses and costs, City shall notify Developer as soon as reasonably practical so the Parties can discuss alternatives (such alternatives shall be in accordance with all applicable City Standards and Specifications) in an effort to prevent the actual expenses and costs from exceeding the estimated expenses and costs, and/or to mitigate any such increase.
 - iv. Electrical, Gas, Telecommunication: All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.

- c. Invoicing:
- i. City will invoice Developer on or about the fifteenth (15th) day of every month for the actual costs incurred by City for expenses allowed under this Agreement.
 - ii. Each invoice will contain documentation supporting the amount of the invoice and the actual costs incurred by City.
 - iii. Developer will have twenty (20) days following receipt of any such invoice to obtain the reasonable approval of such invoice from its design professional, and an additional twenty (20) days thereafter to pay City the approved amount(s) due, as shown on the invoice and approved by Developer's design professional.
 - iv. In the event Developer's design professional reject(s) an invoice for cause shown, or alternatively, in the event Developer objects to the amount of any invoice or reasonably believes additional supporting documentation is required, then Developer shall notify City as soon as practicable but prior to the due date of said invoice and the Parties shall work in good faith to correct any errors or resolve any dispute.
 - v. If Developer does not pay any invoice from City to Developer in accordance with the above, subject to Developer's right to reject or object to an invoice, City has the right to stop all work under this Agreement until the amount(s) due and owing are remitted to City.
 - vi. Developer will be allowed to keep a ten percent (10%) retainage on all invoices billed to Developer by City. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this paragraph.
- d. City Personnel Costs: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's own personnel required to plan, coordinate, and install the Work, including, but not limited to City's administrative personnel which include the City Administrator/Deputy City Administrator, BUILDS Administrator/Assistant Administrator, BUILDS Public Works and Inspector personnel, or Finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under this Agreement.
- e. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes, if applicable, to determine the lowest price qualified provider of materials and/or services. In so doing, City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. City will provide Developer with copies of all bids and/or quotes received in connection with the work being performed under this Agreement once those records are open records under the Missouri Sunshine Law, Chapter 610, RSMo., and other applicable law. In the event Developer determines it has a legally justifiable reason to oppose City's utilization of any responding entity, such as by objecting to competence of said entity, Developer may, within three (3) business days of receiving a copy/copies of the bid(s), provide City notice of its objection or other opposition in writing. City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
- f. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer or being held in trust or for the benefit

of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.

4. **Tax Consequences:** No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.
5. **Ownership in Public Improvements:** Developer will neither have nor gain any ownership or other interest in the Public Improvements by way of or under this Agreement.
6. **Easements:** Developer agrees to execute any easements and/or rights-of-way reasonably required by City, including the coordination and execution of any easements with third party property owners, in order to satisfactorily complete the Work. Prior to construction, Developer shall provide to City, at no cost to City, any such easements, including, if applicable, any temporary construction easements required for third party property owners, necessary for City to perform the Work. The Parties agree that City may need further easements and/or rights-of-way that allow for the successful completion of the Public Improvements, including potential extensions. In such event, the Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future if determined to be required. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the Work, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within ninety (90) days of being notified by the Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and further that any vacation of an easement right by the City is expressly contingent upon approval by the City Council through an adopted Ordinance.
7. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
8. **Entire Agreement:** This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing signed by the Parties.
9. **Default by Developer and Termination:** If, through any cause, Developer shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements or stipulations herein, or (3) becoming insolvent, City shall deliver written notice of the default to Developer. If Developer fails to cure the default within thirty (30) days of receiving notice from City (or such longer period of time as is reasonably necessary to effect a cure, provided Developer initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then City shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.
10. **Default by City and Termination:** If, through any cause, City shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements or stipulations herein, or (3) becoming insolvent, Developer shall deliver written notice of the default to City. If City fails to cure the default within thirty (30) days of receiving notice from Developer (or such longer period of time as is reasonably necessary to effect a cure, provided City initiates efforts to cure the default as soon as practicably possible and

continues pursuit of the same to completion), then Developer shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements up to and including the date of termination.

11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each party will be responsible for its own costs.
13. Liability: Developer acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. City agrees to restore or repair any such damage to the Property caused by City, its workers, subcontractors, or representatives in the course of completing the Public Improvements. For purposes of this section, the final Public Improvements constructed in accordance with the Final Plans shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Public Improvements.
14. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded to Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

18. Whereas Clauses: The “whereas” clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.
19. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
20. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Developer acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:
- This Developer Agreement, fully executed;
 - Exhibit A – Identification/Description of the Property;
 - Exhibit B – Specified Applicable School District Policies;
 - Final Infrastructure Plans, once approved; and
 - Any other properly executed amendments or addendums hereto.
26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

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

To Developer:

Republic R-III School District
Attn: Dr. Matt Pearce
636 North Main Street
Republic, MO 65738

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

Republic R-III School District

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

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AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-60 A Resolution of the City Council Appointing a Council Member for Ward II.

Submitted By: Laura Burbidge, City Clerk

Date: November 7, 2023

Issue Statement

The appointment of a Council Member for Ward II.

Discussion and/or Analysis

In the April 2021 municipal election, Gerry Pool was elected as Council Member to represent Ward III. Council Member Pool forfeited her seat as per Article 3.6 of the City of Republic's Charter, a Council Member shall forfeit office if the Council Member fails to attend three consecutive regular meetings of the Council without being excused by the Council. Therefore, a vacancy has been created on the City Council.

Pursuant to Section 3.6(c) of the Charter, "A vacancy in the Council shall be filled for the remainder of the expired term, if any, at the next regular municipal election, but the Mayor with the advice and consent of the Council may fill the vacancy until the person elected to serve the remainder of the unexpired term takes office."

This vacancy was posted by the city and applications were accepted from eight residents of Ward II interested in serving on the City Council. The Mayor and City Administrator interviewed all eligible applicants on November 3rd.

Mayor Russell will announce his selection at the City Council meeting. The Resolution will be provided to Council after his decision has been made.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-52 An Ordinance of the City Council Approving Execution of a Deferred Infrastructure Developer Agreement with Bester Properties, LLC.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 7, 2023

Issue Statement

Bester Properties, LLC wishes to enter into a Developer's Agreement for the deferred construction of approximately 1,593 feet of sidewalk during the platting of lots associated with Phase 1 of Harper Ridge in exchange for securing the total cost of said sidewalk.

Discussion and/or Analysis

The paragraphs below reference two separate subdivision names. The physical area of land under discussion was originally part of the Preliminary Plat of Emerald Valley Phase 2. Between Preliminary and Final Platting, the developer has decided selected a new name for the project: Harper Ridge. Discussion of the Preliminary Plat still references Emerald Valley Phase 2, while that of the Final Plat references Harper Ridge Phase 1.

The approved Preliminary Plat for Emerald Valley Phase 2 requires the completion of approximately 1,592 feet of 5-foot-wide sidewalk along the east side of Main Street extending from the northern property line of Emerald Valley Phase 1 to the Northern property line of Emerald Valley Phase 2; the Developer is requesting deferment of this section of sidewalk while they plat Harper Ridge Phase 1.

The Developer's Agreement would allow for the final platting of Harper Ridge Phase 1, consisting of 25 lots, in exchange for securing the cost of the sidewalk to be deferred. The total cost assigned to the sidewalk construction is \$71,724.97. Upon execution of the Developer's Agreement the City will accept the Final Plat for Harper Ridge Phase 1. The Developer would then be able to sell the associated lots and those same lots would be eligible for new residential building permit applications.

The developer must construct the required improvements or enter into a new Developer's Agreement with the City prior to the final platting of any subsequent phases of development. This agreement will terminate upon the completion of the sidewalk by the developer or upon the included expiration clause.

Recommended Action

Staff recommends approval of the Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEFERRED INFRASTRUCTURE
DEVELOPER AGREEMENT WITH BESTER PROPERTIES, LLC**

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, Bester Properties, LLC (the “Developer”) is the owner and/or developer of the Harper Ridge Phase 1 Subdivision (formerly known as the Emerald Valley Phase 2A.1 Subdivision) in Republic, Missouri (the “Development”); and

WHEREAS, on or about October 26, 2021, via Resolution 21-R-49, the Council approved the Preliminary Plat for Phase Two (II) of the Development; and

WHEREAS, the Developer is currently constructing Phase II of the Development and the City desires to enter into a Deferred Infrastructure Developer Agreement (“Developer Agreement”) with Developer pursuant to which the City will defer the construction of approximately 1,593 linear feet of required sidewalk infrastructure until such time as the twenty-five (25) lots identified on the Notated Phasing Plan (attached as Exhibit C to the proposed Developer Agreement), are completed; and

WHEREAS, under the proposed Developer Agreement, the Developer is required to provide the City with a letter of credit for Seventy One Thousand Seven Hundred Twenty Four Dollars and Ninety Seven Cents (\$71,724.97), representing the total estimated cost of deferred sidewalk infrastructure; and

WHEREAS, the Council finds the proposed Developer Agreement is in the City’s best interest as it help to ensure that all required infrastructure for the Development is constructed in the most timely and efficient manner possible, and advancing the continued economic growth and development in the City with as little interruption or inconvenience as possible to the members of the community.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Deferred Infrastructure Developer Agreement with Bester Properties, LLC for the public improvements referenced herein, in substantially the same form as that attached hereto and labeled “Attachment 1”.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEFERRED INFRASTRUCTURE DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of Republic Missouri (“City”) and Bester Properties, LLC (“Developer”). City and Developer are referred to together herein as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, in good standing and registered with the Missouri Secretary of State to do business in the State of Missouri, including Greene County, Missouri; and

WHEREAS, Developer is currently the owner and/or developer of real property consisting of approximately 48 acres located near the 1300 block of North Main Street in the City of Republic, Missouri, the legal description of which is attached and incorporated by reference into this Agreement (*Legal Description of Property*, **Exhibit A**) (“the Property”); and

WHEREAS, Developer is in the process of constructing a phased residential Development (“the Development”) on the Property; and

WHEREAS, on or about October 26, 2021, the Republic City Council approved of the Preliminary Plat for Phase 2 of the Development (*Preliminary Plat, Phase II*, **Exhibit B**, attached hereto and incorporated by reference into this Agreement), via Resolution 21-R-49; and

WHEREAS, Developer is currently constructing what is referred to in the Preliminary Plat as Emerald Valley Phase II A (“Phase IIA”) of the Development and wishes to defer construction of approximately 1,593 Linear Feet of sidewalk required under the Preliminary Plat (“Deferred Sidewalk Infrastructure” and/or “Deferred Infrastructure”) for a specified period of time; and

WHEREAS, Developer has requested the City defer construction of the Deferred Sidewalk Infrastructure until such time as the twenty-five (25) lots identified via notations shown on the Phasing Plan, attached hereto and incorporated by reference into this Agreement (*Notated Phasing Plan*, **Exhibit C**), are constructed to completion (hereinafter known as “Harper Ridge Phase 1”); and

WHEREAS, the City has agreed to defer construction of the Deferred Sidewalk Infrastructure during construction of Harper Ridge Phase 1 and until such time as construction of Harper Ridge Phase 1 is completed, subject to the terms contained in this Agreement and approval by City Council.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the City and Developer (together, “the Parties”) agree as follows:

1. **Ability to Contract:** Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill the terms contained herein.
2. **Deferred Sidewalk Infrastructure:**
 - a. Developer acknowledges and agrees that construction of all required infrastructure for Phase IIA and for Harper Ridge Phase 1, and for all other subsequent phases of the Development, including all utility, stormwater, and road improvements for the same,

as shown on the Preliminary Plat, the Phasing Plan, the City's Major Thoroughfare Plan and all other Adopted Master Plans of the City, and as otherwise required under applicable City Ordinance(s), Rule(s) and Regulation(s), must be completed by Developer before the final plat of Phase IIA and/or Harper Ridge Phase 1, and the final plat(s) of all other subsequent phases of the Development, will be issued by the City, **unless** expressly deferred or otherwise modified by way of this Agreement or by way of other written agreement of the Parties duly executed as an addendum or amendment to this Agreement.

- b. The City agrees to defer, **only** during construction of Harper Ridge Phase 1, and until such time as Harper Ridge Phase 1 construction has been completed, Developer's construction of the Deferred Sidewalk Infrastructure, which includes 1,593 Linear Feet of sidewalk at 5 foot width, as more fully identified on **Exhibit C**. The City's deferral only extends to those improvements identified herein as the Deferred Sidewalk Infrastructure (and alternatively, the Deferred Infrastructure), and shall not extend to any additional work, construction, or improvements required under the Preliminary Plat, Phasing Plan, and any other approved applicable plans.
- c. Developer expressly acknowledges and agrees that:
 - i. Nothing in this Agreement shall be construed as a waiver of the requirement that Developer complete construction of the Deferred Sidewalk Infrastructure, which is merely being deferred under this Agreement.
 - ii. This Agreement does not in any way affect, modify or otherwise relieve Developer of its duties and obligations to complete all required infrastructure of the Development in accord with the terms and provisions of the approved plans for the Development.
 - iii. Developer is required to complete the infrastructure and construction of Phase II and Harper Ridge Phase 1 of the Development regardless of the terms or conditions of this Agreement pertaining to the Deferred Sidewalk Infrastructure.
 - iv. Developer may not transfer its interest in any one or more of the lots in any phase or sub-phase of the Development subsequent to Harper Ridge Phase 1, whether such transfer be by way of assignment, sale, donation, dedication, gift, or otherwise, without first completing the engineering and construction of the Deferred Sidewalk Infrastructure, unless such sale or transfer is expressly agreed to by the Parties, in writing, and incorporated into this Agreement as a properly executed Amendment or Addendum. In the absence of any such Amendment or Addendum, Developer acknowledges that any sale or transfer of a single lot in any phase or sub-phase of the Development subsequent to Harper Ridge Phase 1 of the Development prior to Developer's completion of the engineering and construction of the Deferred Sidewalk Infrastructure is a material breach of this Agreement.
 - v. With the exception of final platting for Harper Ridge Phase 1, which will be eligible for approval of final plat upon completion of the twenty-five lots in Harper Ridge Phase 1 and prior to completion of the Deferred Sidewalk Infrastructure, the City will not approve a final plat for any phase or sub-phase of the Development until such time as Developer has completed construction of Deferred Sidewalk Infrastructure.

- d. Nothing in this Agreement shall be construed or interpreted as requiring the City to construct or pay for any of the Deferred Sidewalk Infrastructure or for any other infrastructure or construction being performed on Phase II of the Development.
 - e. Developer acknowledges that, in exchange for the City's deferment of the Deferred Sidewalk Infrastructure, Developer is required under this Agreement to provide security ("Security") to the City in the amount of **Seventy One Thousand Seven Hundred Twenty Four Dollars and Ninety Seven Cents (\$71,724.97)**, which represents the sum total of estimated cost of the Deferred Sidewalk Infrastructure ("Deferred Infrastructure Cost"), upon execution of this Agreement. The Security shall be provided to the City via a letter of credit made payable to the City, and shall then be held by the City as security for construction of the Deferred Sidewalk Infrastructure. Developer additionally acknowledges that the City will not issue any permits for Phase II of the Development until it receives the Security from Developer in accord with the provisions of this paragraph.
 - f. The Security, together with this Agreement, duly executed by all parties hereto, represents the entire security for the Deferred Sidewalk Infrastructure.
 - g. Should Developer fail to complete construction of the Deferred Sidewalk Infrastructure in its entirety by October 25, 2025, the City shall have the right to pursue any of the following remedies, at its sole discretion and determination:
 - 1. Pursuant to a written addendum or amendment to this Agreement, duly executed by the Parties, extend the Security on a month-by-month basis, the duration of which is to be determined by the City, to allow for the completion of the Deferred Infrastructure; or
 - 2. Return the Security to the Developer. (At no time will the City return the Security to anyone other than the Developer); or
 - 3. Collect upon the full amount of the Security for use by the City. Should the City elect to collect the full amount of the Security under this subparagraph, the City shall be allowed to utilize the funds from the Security, within its sole determination and discretion to do any of the following: (1) complete the Deferred Sidewalk Infrastructure; or, alternatively, (2) apply toward other infrastructure improvements within the City; or (3) apply toward a combination of the Deferred Sidewalk Infrastructure and other infrastructure improvements within the City.
3. **Easements:** Developer agrees to execute any easements and/or rights-of-way reasonably required in order for the City to perform any work it may be obligated to perform under this Agreement and in order for the City to provide future maintenance on the Property after Developer has completed its work. Said easements will be provided by Developer to the City at no cost to the City. The Parties additionally acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of any work performed under this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements as become necessary from Developer. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to complete the Development, the City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-

of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

4. **Conflict of Interest:** No salaried director, officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement null and void. Any federal regulations and applicable provisions in Section 105.450 *et seq.*, RSMo. shall not be violated.
5. **Entire Agreement:** This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. **Default by Developer and Termination:** If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If the City elects to terminate under this provision, the City shall have the right to immediately collect on the Security notwithstanding and without regard for the four-year period referenced in paragraph 2(i) of this Agreement.
7. **Default by the City and Termination:** If through any cause, the City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver written notice of the same to the City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as the City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to reimburse the City for all actual costs the City incurs in completing any remaining work required under this Agreement. Termination of this Agreement shall be Developer's sole remedy for any default by the City under this Agreement.
8. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.
9. **Dispute:** In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses it incurs in connection with enforcing its rights under this Agreement.

10. **Liability:** Nothing in this Agreement shall be construed to create any liability on the part of the City or on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will inherently cause damage to the Property, and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the public improvements contemplated by this Agreement.
11. **Independent Contractor:** The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
12. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
13. **Survival:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
14. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. **Whereas Clauses:** The “Whereas” clauses stated above are incorporated herein by reference.
16. **Assignment:** This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
17. **Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of the City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
18. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

19. **Contingent Upon Funds and Approval:** This Agreement is contingent upon the City having sufficient funds available to perform the Work covered by this Agreement. Developer shall have no right of action against the City in the event the City is unable to perform its obligations under this Agreement as the result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the the City Council.
20. **Supplemental Agreements/Additional Action:** The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
21. **Waiver:** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
22. **Contract Documents:** The Agreement shall consist of the following:
- a. This Agreement;
 - b. Exhibit A – Legal Description of the Property;
 - c. Exhibit B – Preliminary Plat for Phase II of the Development;
 - d. Exhibit C – Notated Phasing Plan;
 - e. Any properly executed amendments or addendums.
23. **Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows: to the City:
- To City: City of Republic, Missouri
 Attn: City Administrator
 213 North Main Street
 Republic, Missouri 65738
- To Developer: Bester Properties, LLC
 Attn: Zachary Best
 1075 West Cat Tail
 Nixa, Missouri 65714

[SIGNATURES ON FOLLOWING PAGE, Page 8 of 8]

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

DEVELOPER, BY:

Bester Properties, LLC

(Signature)

(Printed Name)

(Title)

CITY OF REPUBLIC, BY:

David Cameron, City Administrator

Approved as to Finance/Budget:

Bob Ford, Finance Director

Approved as to Form:

Megan McCullough, City Attorney

Attest:

Laura Burbridge, City Clerk

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Developer Agreement – Exhibit A

Legal Description

DESCRIPTION OF PHASE II A & II B

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN SECTION 17, TOWNSHIP 28 NORTH, RANGE 23, BEING DESCRIBED AS FOLLOWS:

*COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;
THENCE, S89°04'30"E, ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 71.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, S01°21'11"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;
THENCE, S89°04'30"E, A DISTANCE OF 1258.24 FEET;
THENCE, S00°58'30"W, A DISTANCE OF 1963.10 FEET;
THENCE, N69°57'13"W, A DISTANCE OF 192.97 FEET;
THENCE, N64°25'09"W, A DISTANCE OF 672.76 FEET;
THENCE, N50°05'42"W, A DISTANCE OF 116.06 FEET;
THENCE, N46°49'48"W, A DISTANCE OF 515.40 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, N01°21'15"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 119.75 FEET TO THE POINT OF BEGINNING.*

CONTAINING 48.0 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PRELIMINARY PLAT
OF
EMERALD VALLEY - PHASE II
A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

OWNER / DEVELOPER
BESTER PROPERTIES, LLC
1075 WEST CAT TAIL
NIXA, MO 65714



CURVE NUMBER	RADIUS	ARC DISTANCE	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	C36	50.00'	26.11'	29'55.13"	N36°08'06"W	25.81'
C1	220.00'	64.60'	16°49'26"	S80°45'54"W	64.37'	C37	50.00'	61.10'	70°00'35"	N13°49'48"E	57.36'
C2	280.00'	90.76'	18°34'19"	S81°38'21"W	90.36'	C38	50.00'	46.67'	N75°34'27"E	N44°04'30"W	44.90'
C3	15.00'	23.67'	90°25'41"	S43°51'40"E	23.29'	C39	50.00'	40.56'	S54°26'43"E	N53°15'11"E	39.46'
C4	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C40	15.00'	11.56'	N53°16'24"W	N53°15'11"E	11.27'
C5	15.00'	8.43'	32°12'15"	N14°44'57"W	8.32'	C41	175.00'	24.54'	S71°19'33"E	S65°51'50"E	24.52'
C6	50.00'	134.37'	153°58'49"	S46°08'20"W	97.43'	C42	175.00'	8.83'	S74°44'45"E	S74°44'45"E	8.83'
C7	15.00'	8.43'	32°12'15"	S72°58'22"E	8.32'	C43	15.00'	27.71'	N53°15'11"E	N53°15'11"E	23.94'
C8	15.00'	23.56'	90°00'00"	N45°55'30"E	21.21'	C44	15.00'	27.71'	N53°15'11"E	N53°15'11"E	23.94'
C9	15.00'	23.56'	89°57'03"	S44°03'02"E	21.20'	C45	15.00'	23.56'	S19°25'09"E	S19°25'09"E	21.21'
C10	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C46	175.00'	58.11'	N16°04'05"E	N16°04'05"E	57.84'
C11	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C47	175.00'	17.20'	N03°44'24"E	N03°44'24"E	17.19'
C12	15.00'	23.67'	90°25'41"	N43°51'40"W	21.29'	C48	150.00'	64.95'	N13°15'11"E	N13°15'11"E	64.05'
C13	15.00'	23.45'	89°34'19"	S46°08'20"E	21.13'	C49	125.00'	53.79'	N13°15'11"E	N13°15'11"E	53.38'
C14	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C50	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C15	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C51	150.00'	46.05'	S55°37'28"E	S55°37'28"E	45.87'
C16	15.00'	23.67'	90°25'41"	N43°51'40"W	21.29'	C52	175.00'	53.72'	S55°37'28"E	S55°37'28"E	53.51'
C17	15.00'	23.45'	89°34'19"	S46°08'20"E	21.13'	C53	15.00'	23.56'	S19°25'09"E	S19°25'09"E	21.21'
C18	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C54	125.00'	53.79'	N13°15'11"E	N13°15'11"E	53.38'
C19	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C55	125.00'	53.79'	N13°15'11"E	N13°15'11"E	53.38'
C20	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C56	75.00'	32.27'	N13°15'11"E	N13°15'11"E	32.03'
C21	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C57	150.00'	126.14'	S22°44'19"E	S22°44'19"E	122.46'
C22	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C58	175.00'	80.01'	S33°19'35"E	S33°19'35"E	79.31'
C23	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C59	15.00'	28.17'	N02°22'51"E	N02°22'51"E	24.21'
C24	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C60	125.00'	53.79'	N13°15'11"E	N13°15'11"E	53.38'
C25	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C61	125.00'	53.79'	N13°15'11"E	N13°15'11"E	53.38'
C26	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C62	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C27	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C63	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C28	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C64	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C29	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C65	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C30	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C66	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C31	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'	C67	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C32	15.00'	23.67'	90°25'41"	S43°51'40"E	21.29'	C68	15.00'	23.56'	N70°34'51"E	N70°34'51"E	21.21'
C33	15.00'	23.45'	89°34'19"	N46°08'20"E	21.13'						
C34	220.00'	56.10'	14°36'38"	N83°37'11"E	55.95'						
C35	15.00'	13.62'	52°01'12"	S25°05'06"E	13.16'						

GENERAL NOTES

- TOTAL AREA - 48.0 ACRES (PHASES II A & II B)
- TOTAL NUMBER OF LOTS - 145
- ZONING: R-1M SINGLE FAMILY RESIDENTIAL
- SMALLEST LOT: 9,000.0 SF
- LARGEST LOT: 23,081.1 SF (LOT 56)
- BUILDING SETBACK LINES:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 6 FEET
SIDE YARD ON CORNER LOT = 15 FEET (LOCAL ST.)
SIDE YARD ON CORNER LOT = 20 FEET (LOCAL TO COLLECTOR)
- SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO MAIN STREET
- HORIZONTAL & VERTICAL DATUM FOR THIS PROJECT IS BASED ON THE REPUBLIC GEOGRAPHIC REFERENCE SYSTEM, MONUMENT OR-84
- A PORTION OF "PHASE II B" DOES LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 28077C0313E, EFFECTIVE DATE 12/17/2010
- ALL STREETS SHALL BE 50' RIGHT-OF-WAY
- MAINTENANCE OF ANY COMMON GROUND AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION
- RECORD SOURCE OF TITLE: BOOK 2021, PAGE 023260-21
- CLASS OF PROPERTY: URBAN
- PERMANENT MONUMENT LOT CORNERS ARE A 5/8" REBAR, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "WLS LSC 2003000370", ALL OTHER LOT CORNERS ARE A 1/2" REBAR, 18" IN LENGTH WITH A PLASTIC CAP STAMPED "WLS LSC 370"
- ALL LOT CORNERS SHALL BE SET WITHIN 1-YEAR AFTER THE DATE OF RECORDING OF THIS PLAT
- UNLESS SHOWN OTHERWISE, THERE IS A 10' UTILITY EASEMENT ALONG THE FRONT AND REAR OF EACH LOT
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION RECORDED AT THE GREENE COUNTY RECORDERS OFFICE
- PROPOSED FINISHED FLOOR ELEVATIONS TO BE DETERMINED BY PINNACLE DESIGN CONSULTANTS, LLC
- IN THE EVENT THAT 1500 GPM FIRE FLOW CANT BE MET, DWELLINGS WILL BE SPRINKLED.

DESCRIPTION OF PHASE II A & II B

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN SECTION 17, TOWNSHIP 28 NORTH, RANGE 23, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;
THENCE, S89°04'30"E, ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 71.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, S01°21'11"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;
THENCE, S89°04'30"E, A DISTANCE OF 1258.24 FEET;
THENCE, S00°58'30"W, A DISTANCE OF 1963.10 FEET;
THENCE, N69°57'13"W, A DISTANCE OF 192.97 FEET;
THENCE, N64°25'09"W, A DISTANCE OF 672.76 FEET;
THENCE, N50°05'42"W, A DISTANCE OF 116.06 FEET;
THENCE, N46°49'48"W, A DISTANCE OF 515.40 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, N01°21'15"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 119.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.0 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

THAT I, MICHAEL WHITE, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WHITE LAND SURVEYING, LLC, DATED JUNE 14, 2020, AND SIGNED BY MICHAEL WHITE P.L.S. NO. 2488 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF MICHAEL WHITE P.L.S. NO. 2488 IN ACCORDANCE WITH THE DIVISION OF GEOLOGY AND LAND SURVEY, MISSOURI DEPARTMENT OF NATURAL RESOURCES' CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: SEPTEMBER 22, 2021

SIGNATURE:
MISSOURI PROFESSIONAL LAND SURVEYOR NO.: 2488

WHITE
LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 06/14/06
DWG DATE: 09/22/2021
DRAWN BY: MW
S/T/R: 17/28/23
PROJECT No.: 2021-040

PRELIMINARY PLAT
OF
EMERALD VALLEY - PHASE II A & PHASE II B
PROJECT LOCATION: N. MAIN STREET
REPUBLIC, GREENE COUNTY, MISSOURI

PREPARED BY:
MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488

WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370

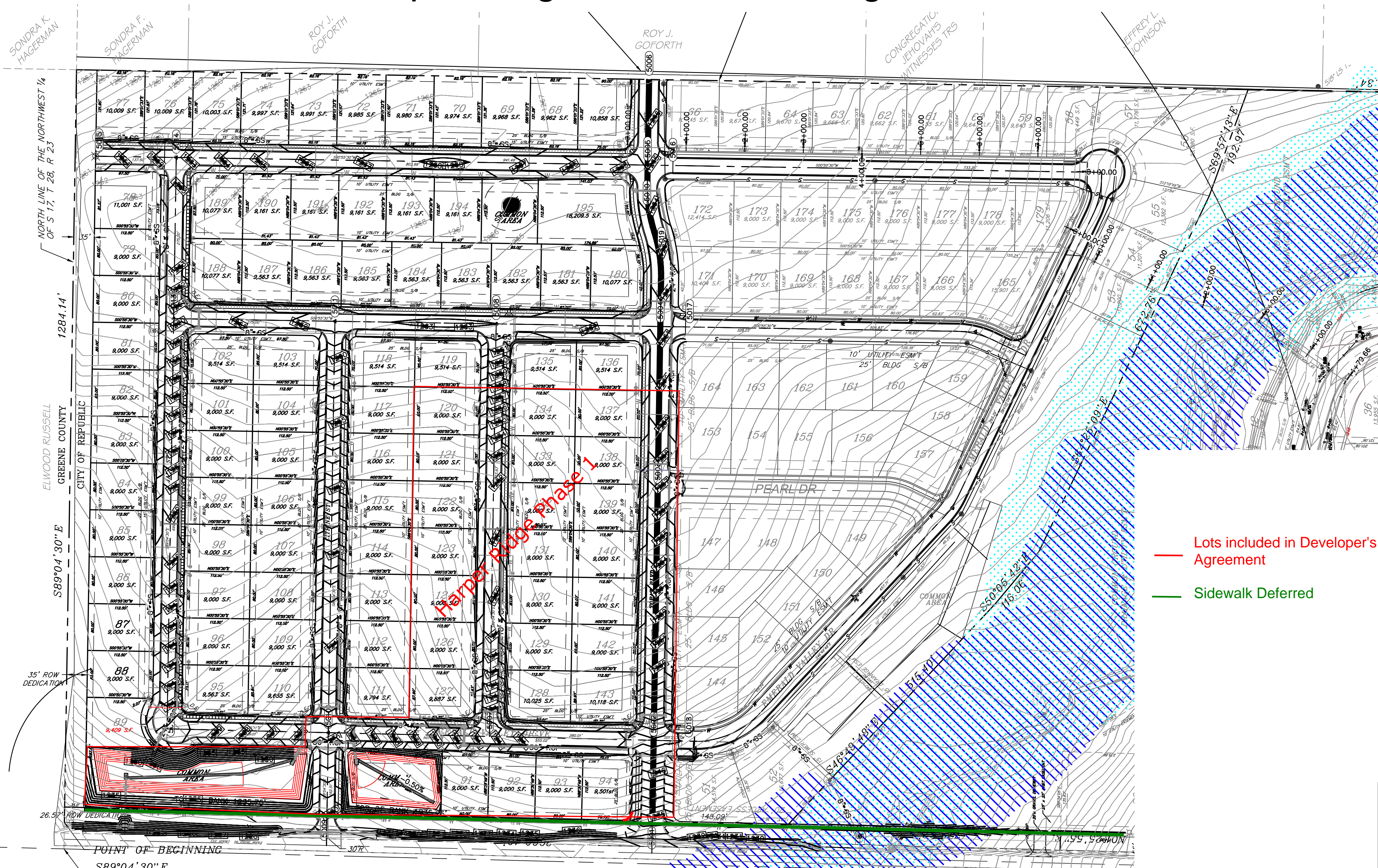
MICHAEL
WHITE
NUMBER
PLS-002488
PROFESSIONAL LAND SURVEYOR

09/22/2021

© Copyright 2021 - White Land Surveying, LLC

Harper Ridge Phase 1: Phasing Plan

SCALE: 1"=100'





AGENDA ITEM ANALYSIS

Project/Issue Name: 23-53 An Ordinance of the City Council Approving the Final Plat of Harper Ridge Phase 1 Subdivision.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 7, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Bester Properties, LLC for the Final Plat of Harper Ridge Phase 1. This site was previously approved as part of Emerald Valley Phase 2 on October 26, 2021.

Discussion and/or Analysis

The Final Plat of Harper Ridge Phase 1 will legally divide approximately ten point seventeen (10.17) acres of land into twenty-five (25) Medium-Density Single-Family Residential lots. 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 2,435 linear feet of new street and 1,846 linear feet of new sidewalk.

The Final Plat of Harper Ridge Phase 1 conforms to the Preliminary Plat of Emerald Valley Phase 2, as approved by City Council on October 26, 2021.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Approved Development Plan, 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 Harper Ridge Phase 1.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE
HARPER RIDGE PHASE 1 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 October 26, 2021, via Resolution 21-R-49, the Council approved the Preliminary Plat for Phase 2 of the Emerald Valley Subdivision (renamed to Harper Ridge Phase 1 Subdivision); and

WHEREAS, on or about October 1, 2023, Bester Properties, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of Harper Ridge Phase 1 Subdivision (“Harper Ridge Phase 1 Subdivision”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Harper Ridge Phase 1 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 the Harper Ridge Phase 1 Subdivision have been met.
- Section 2:** That the Final Plat of the Harper Ridge Phase 1 Subdivision (“Attachment 1”), expressly incorporated herein at length, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of the Harper Ridge Phase 1 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 Harper Ridge Phase 1 Subdivision shall commence until the Final Plat of the Harper Ridge Phase 1 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 _____, 2023.

Attest:

Matt Russell, Mayor

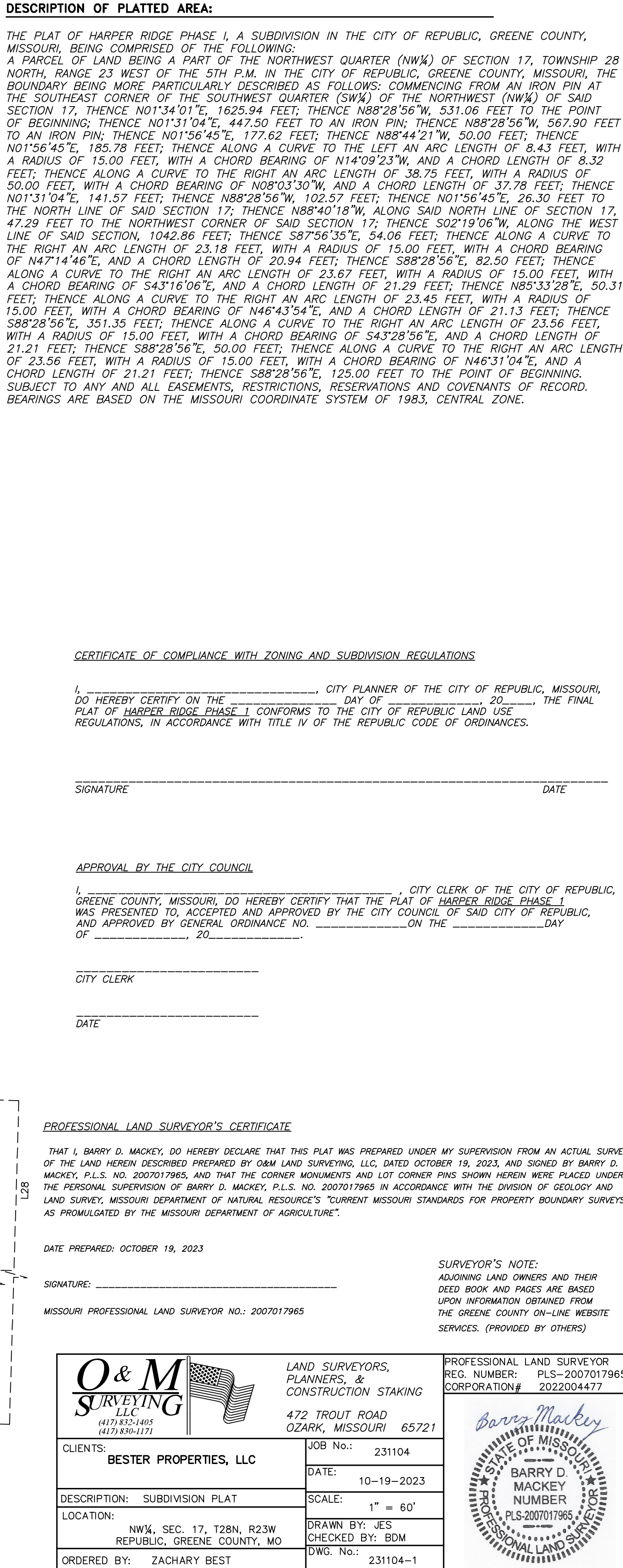
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:





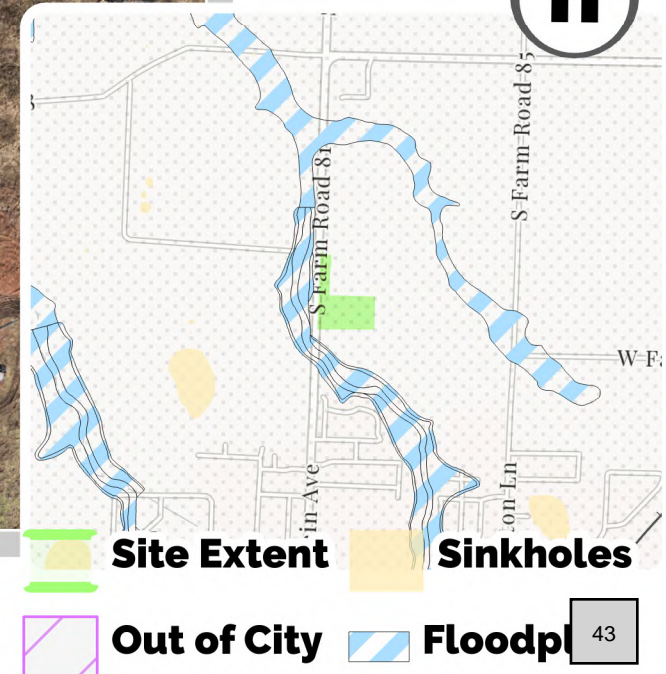
Owner/Applicant
BESTER PROPERTIES LLC

ADDRESS
S FARM ROAD 81

ZONING
R1-M | REQUESTED: N/A

WARD
2

ACREAGE
10.17



HARPER RIDGE PHASE 1
SUBD-FNL 23-006 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-54 An Ordinance of the City Council Approving the Final Plat of the Hankins Farm Planned Development District.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 7, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Republic 63, LLC for the Final Plat of Hankins Farm. The Development Plan for Hankins Farm was previously approved on February 22, 2022.

Discussion and/or Analysis

The Final Plat of Hankins Farm will legally divide approximately sixty-seven point nine seven (67.97) acres of land into 3 Commercial Use lots and 10 Industrial Use lots – for a total of 13 lots. Commercial Use lots allow uses that comply with the City's General Commercial (C-2) Zoning District. Industrial Use lots allow uses that comply with the City's Light Industrial (M-1) Zoning District. 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 2,481 linear feet of new street.

The Final Plat of Hankins Farm conforms to the Development Plan of Hankins Farm, as approved by City Council on February 22, 2022.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Approved Development Plan, 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 Hankins Farm Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE
HANKINS FARM PLANNED DEVELOPMENT DISTRICT**

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

WHEREAS, on February 22, 2022, via Ordinance 22-07, the Council approved of the Development Plan for the Hankins Farm Planned Development District (“PDD”); and

WHEREAS, on or about September 27, 2023, Republic 63, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat for the Hankins Farm Planned Development District; and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat and determined that 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 Hankins Farm Planned Development District have been met.
- Section 2:** That the Final Plat of the Hankins Farm Planned Development District, (“Attachment 1”), expressly incorporated herein at length, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Hankins Farm Planned Development District 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 Hankins Farm Planned Development District shall commence until the Final Plat of Hankins Farm Planned Development District 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 _____, 2023.

Attest:

Matt Russell, Mayor

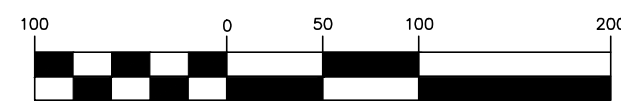
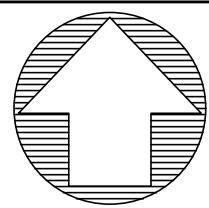
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



(IN FEET)
1 inch = 100 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE
MISSOURI STATE PLANE COORDINATE
SYSTEM OF 1983, CENTRAL ZONE VIA GPS
TIES TO THE MODOT VRS NETWORK.

FINAL PLAT

HANKINS FARM SECTION 34, T29N, R23W

OWNER/DEVELOPER:

Republic 63, LLC
2808 S Ingram Mill, Suite A100
Springfield, MO 65804

FLOOD NOTE:

Portions of this property lies in Flood Zone "A" (areas determined to be within the Flood Hazard Area) with no Base Flood Elevation determined according to FIRM Community Panel 29077C 0316 E, effective December 17, 2010.

The "F" series flood map (29077C 0316 F), proposed but not yet effective, shows portions of the property in Flood Zone "AE" with multiple base flood elevations across the property. These areas are reflected on the plat per the proposed mapping.



VICINITY MAP NOT TO SCALE

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- △ R/W MARKER
- BOUNDARY LINE
- - - R/W LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- (M)
(D)
(R) MEASURED
PLAT
DEED
RECORD
- × FENCE LINE

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.

Parcel Number

County Collection Official

Date

GENERAL NOTES:

PRELIMINARY PLAT APPROVAL DATE: FEBRUARY 22, 2022

CURRENT ZONING: PDD ORDINANCE 22-07

TOTAL AREA: 67.97 AC

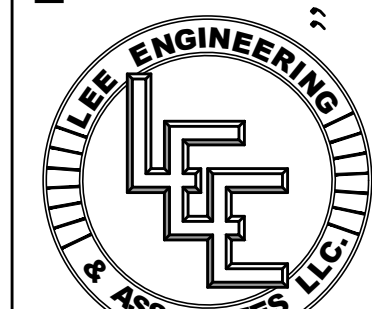
NUMBER OF LOTS: 13
SMALLEST LOT: LOT 13 - 64,735 SF (1.49 AC)
LARGEST LOT: LOT 10 - 701,414 SF (16.10 AC)

LOTS 1, 2 AND 13: COMMERCIAL USE SITES COMPLYING WITH THE GUIDELINES OF CITY OF REPUBLIC GENERAL COMMERCIAL (C-2) ZONING DISTRICT INCLUDING BUILDING SETBACKS, MAXIMUM DENSITY AND HEIGHT & AREA REGULATIONS.

LOTS 3 THROUGH 12: INDUSTRIAL USE SITES COMPLYING WITH GUIDELINES OF CITY OF REPUBLIC LIGHT INDUSTRIAL (M-1) ZONING DISTRICT INCLUDING BUILDING SETBACKS, MAXIMUM DENSITY, AND HEIGHT & AREA REGULATIONS.

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dee@leeengineering.biz

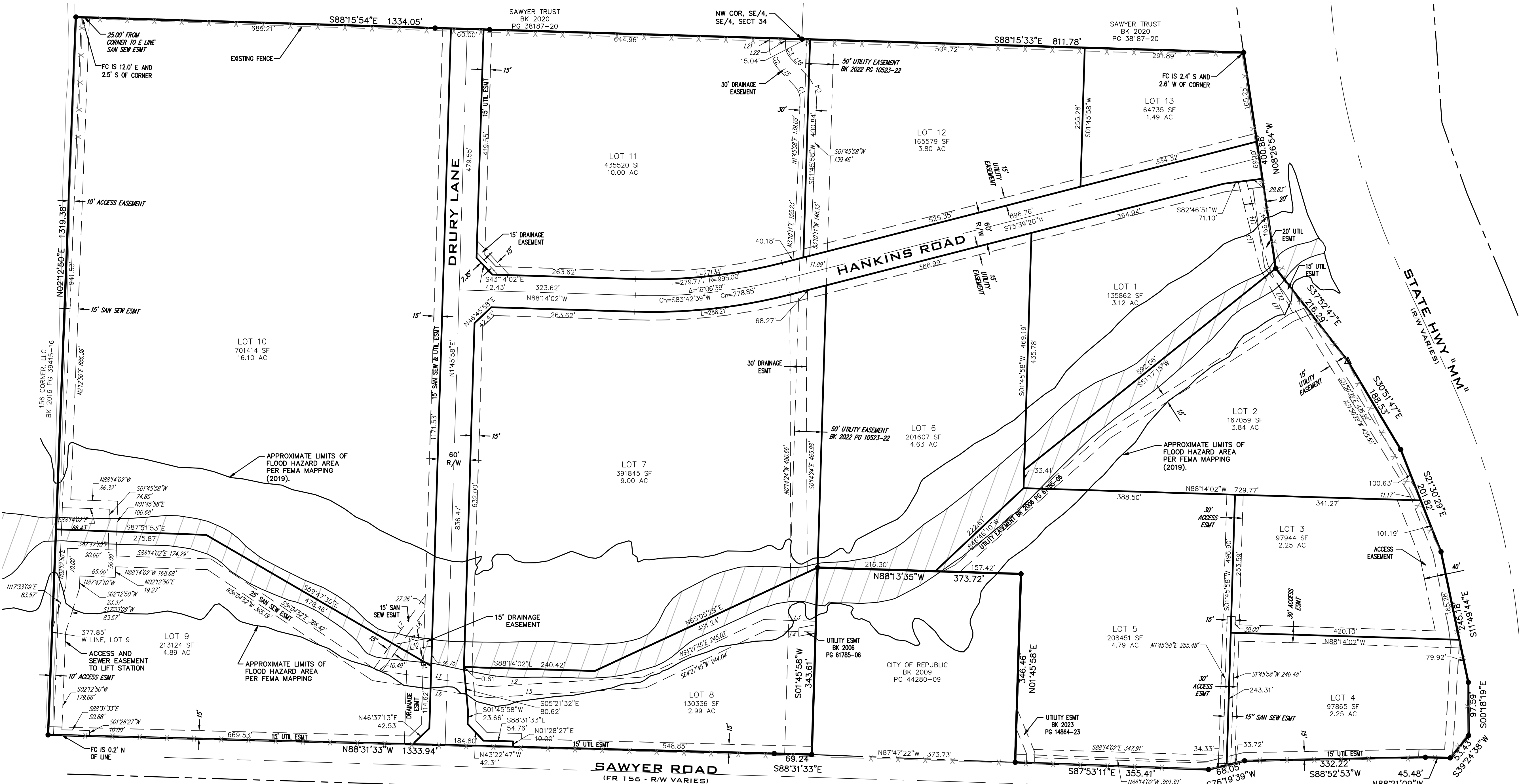


DATE: 2023-10-12

SHEET: 1 OF 1

PROJECT: 2017

FILE: 2017 - Hankins Farm Final
Plat.dwg



Line Table		
Line #	Length	Direction
L1	207.93	S81°38'31"E
L2	284.61	N86°26'24"E
L3	96.29	S88°14'02"E
L4	91.43	N88°14'02"W
L5	290.58	S86°26'24"W
L6	214.56	N81°38'31"W
L7	163.70	S35°09'23"W
L8	136.09	S35°09'23"W
L9	70.98	N80°02'39"E

Line Table		
Line #	Length	Direction
L10	50.10	N80°02'39"E
L11	100.78	N27°30'46"W
L12	98.84	N27°30'46"W
L13	163.31	N14°20'40"W
L14	159.70	N14°20'40"W
L15	42.71	S43°28'35"E
L16	42.71	S43°28'35"E
L21	10.88	S1°45'58"W
L22	10.88	S1°45'58"W

Curve Table			
Curve #	Length	Radius	Delta
C1	27.64	35.00	45°14'33"
C2	51.33	65.00	45°14'33"
C3	27.64	35.00	45°14'33"
C4	51.33	65.00	45°14'33"

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2023, the Final Plat of Hankins Farm conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, Do hereby certify that the Plat of Hankins Farm 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 _____, 2023.

City Clerk

Date

OWNER'S CERTIFICATE

As owners, We, Republic 63, 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. We hereby dedicate, grant, and convey right-of-way and easements shown hereon to the City of Republic. Furthermore, We 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.

Tom Rankin, Manager/Member
Republic 63, LLC

Date:

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF GREENE) SS

On this _____ day of _____, 2023, before me personally appeared Tom Rankin to me known, who duly sworn, did say that he is a Manager/Member of Republic 63, LLC and that he executed the foregoing document on behalf of said Republic 63, LLC and its Managers/Members, and acknowledged said instrument to be the free act and deed of said Republic 63, LLC..

In witness whereof, I have hereunto set my hand and affixed my Official Seal at my office in _____, on the _____ day and year first above written.

Notary public -

My Commission Expires

Printed Name

DESCRIPTION -

TRACT I:

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Twenty-nine (29), Range Twenty-three (23), Greene County, Missouri.

TRACT II:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Twenty-nine (29), Range Twenty-three (23), Greene County, Missouri;
EXCEPT Commencing at the Southeast corner of said Section Thirty-four (34); thence North 88°13'40" West, along the South line of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) 890.61 feet for a Point of Beginning; thence continuing North 88°13'40" West, along said South line 373.65 feet; thence North 01°46'20" East 361.70 feet; thence South 88°13'40" East, 373.65 feet; thence South 01°46'20" West 361.70 feet to the Point of Beginning.

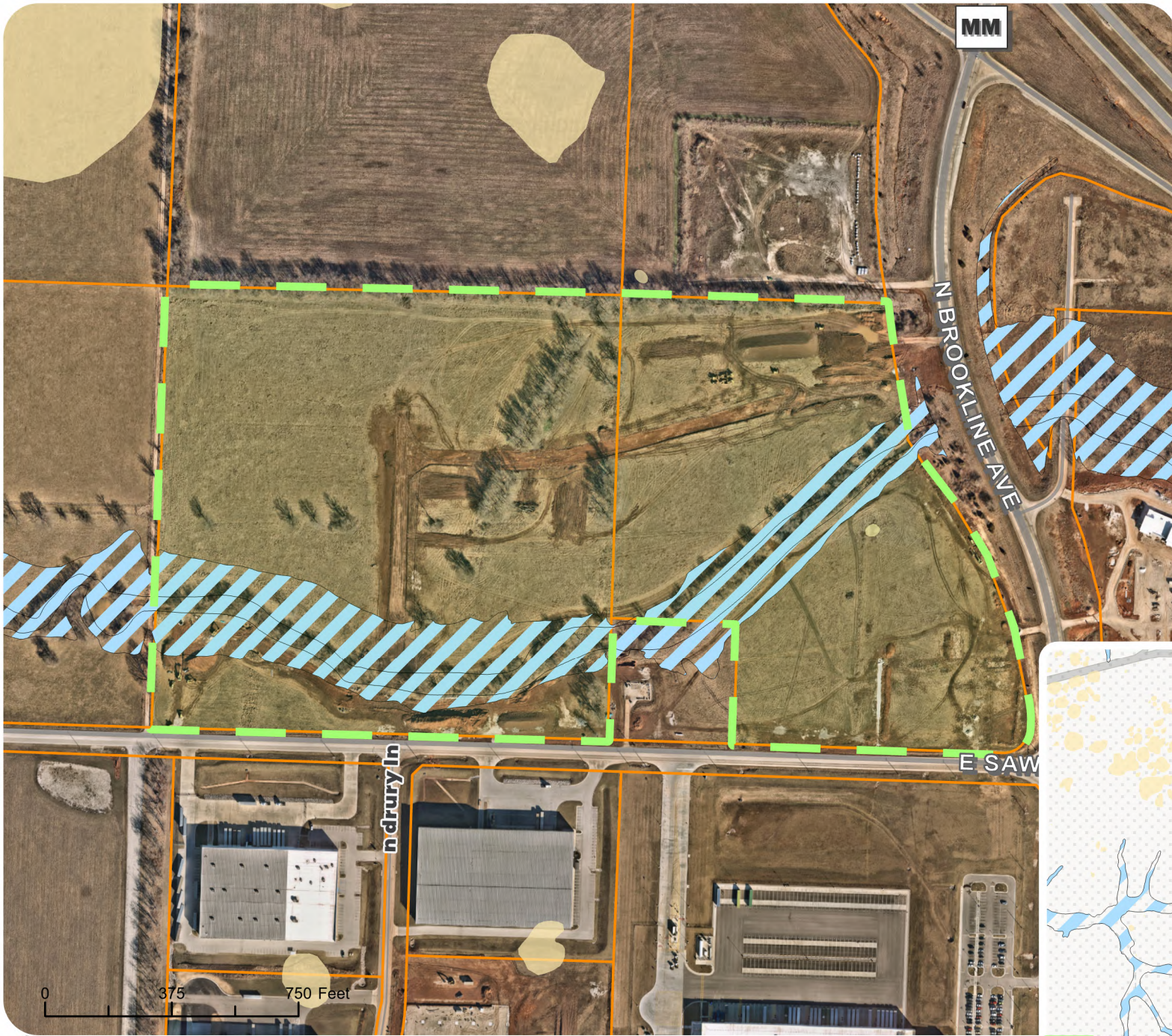
REGISTERED LAND SURVEYOR'S CERTIFICATE

That I, Don R. Berry do hereby declare that this plat was prepared under an actual survey of the land herein described prepared by me dated January 11, 2021 and signed by me, Missouri P.L.S. No. 2004017829 and that the corner monuments and lot corner pins shown herein were placed under my personal supervision in accordance with the Division of Geology and Land Survey, Missouri Department of Agriculture's current "Missouri Standards for Property Boundary Surveys" as promulgated by the Missouri Department of Agriculture.

Signature:

Date Prepared: October 12, 2023

Don R. Berry
Missouri Professional Land Surveyor No. 2004017829



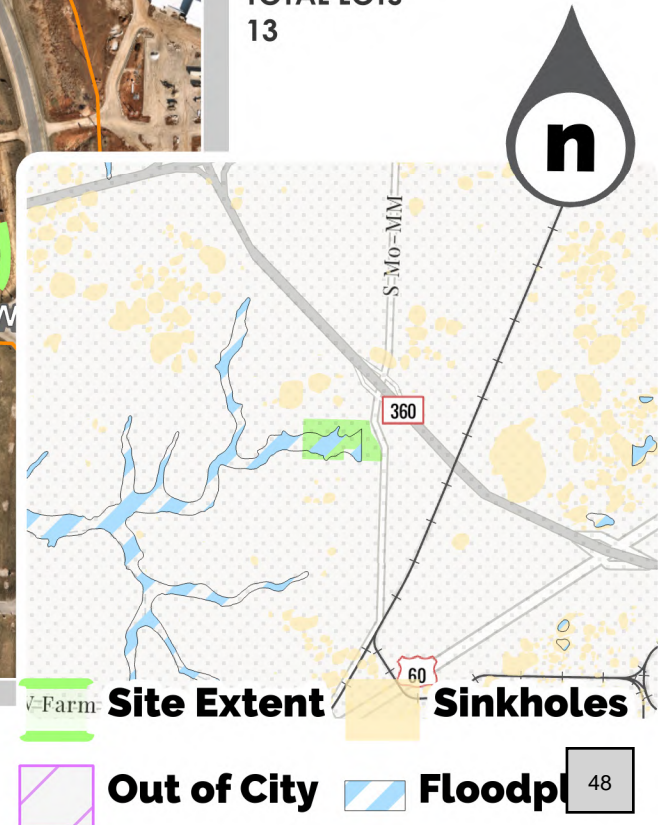
Owner/Applicant
Republic 63, LLC

ADDRESS
2561 S STATE HWY MM

ZONING
HANKINS PDD | REQUESTED:
N/A

WARD
2
ACREAGE
67.97

TOTAL LOTS
13



HANKINS FARM
SUBD-FNL 23-005 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-55 An Ordinance of the City Council Authorizing Amendment of the Lease Agreement between the City and City Utilities of Springfield, Missouri for the Trunked Radio Systems Tower located in Republic, Missouri.

Submitted By: Duane Compton, Fire Chief

Date: November 7, 2023

Issue Statement

Discussion and possible vote to extend amend the lease agreement with City Utilities of Springfield Missouri.

Discussion and/or Analysis

In 1999 City Utilities of Springfield and Springfield / Greene County 911 started assessing the need for a new radio system throughout all of Greene County. It was determined by a consultant that we should switch to an 800-hundred-megahertz system that would be used by all agencies to improve interoperable communications. This type of radio system would require several radio repeater sites throughout Greene County. The radio consulting service identified Republic as a tower site because of the high elevation and the flat terrain.

City Utilities of Springfield approached the City of Republic about placing a radio repeater tower at the Wastewater Plant. This tower site would adequately serve southwestern Greene County as well as the panhandle of Christian County. Also, with placement on City-owned property, it would save on the installation cost of the system.

On September 28th, 2001, City Utilities and the City of Republic entered into a lease agreement to allow the radio tower to be installed on City property. The Lease Agreement was for a term of 30 years and expires on September 30, 2031. Recently City Utilities approached the city and requested to add some additional antennas and equipment to the tower site. This amendment would allow necessary upgrades to be made.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING AMENDMENT OF THE LEASE AGREEMENT
BETWEEN THE CITY AND CITY UTILITIES OF SPRINGFIELD, MISSOURI FOR THE TRUNKED RADIO
SYSTEMS TOWER LOCATED IN 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, Section 70.220, RSMo., authorizes municipalities and political subdivisions of the State of Missouri to cooperate with each other by, among other things, entering into cooperative agreements with each other regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, on or about September 28, 2001, the City and City Utilities of Springfield, Missouri, a Missouri political subdivision under § 70.220 RSMo., ("CU" or "Lessee"), entered into a Lease Agreement ("Original Lease Agreement") for the lease of certain real property located in Republic, Missouri, upon which a certain facilities and accessories necessary for a trunked radio tower site would be constructed by CU and subsequently maintained by CU; and

WHEREAS, CU has requested an amendment to the Original Lease Agreement that would permit CU to assign its rights and obligations under the Original Lease Agreement without prior written consent of the City; and

WHEREAS, City staff advise that they have no objection to the requested amendment, which is not expected to compromise in any way the public safety benefits the City currently receives through the Original Lease Agreement or to otherwise have any material effect on the City under the circumstances; and

WHEREAS, the Council finds that the amendment to the Original Lease Agreement is for good cause and in furtherance of the intent of the Original Lease Agreement, is not reasonably likely to result in any material effect to the City, and is thus in the best interest of the City and its citizens.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to execute an amendment to the Lease Agreement between the City and City Utilities of Springfield, Missouri, to modify the current provision governing assignments under the Lease, such amendment to be in substantially the same form as that attached to this Ordinance as "Attachment 1."
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

**AMENDMENT TO LEASE AGREEMENT
DATED SEPTEMBER 28, 2001**

This *Amendment to Lease Agreement dated September 28, 2001* (“Amendment”), dated the _____ day of _____, 2023, by and between the City of Republic, Missouri (“Lessor”), and City Utilities of Springfield, Missouri (“Lessee”) (together, “the Parties”), amends the Lease Agreement between the Parties dated the 28th day of September, 2001 (“Original Lease Agreement”), as follows:

1. The Original Lease agreement is attached hereto as “Exhibit A.”
2. The section entitled “Section 11. **ASSIGNMENT.**” (emphasis in original) of the Original Lease Agreement is hereby deleted and replaced with the following:

11. **ASSIGNMENT.** Lessee may assign its rights and obligations pursuant to this lease without the written consent of Lessor.
3. All other terms and conditions of the Original Lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Amendment on the date last written below.

City Utilities of Springfield, Missouri

City of Republic, Missouri

President-CEO

David Cameron, City Administrator

Approve by Legal

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

Exhibit A

LEASE AGREEMENT

THIS INDENTURE made this 28th day of September, 2001, by and between the City of Republic, Missouri ("Lessor"), and City Utilities of Springfield, Missouri ("Lessee"), as follows:

Lessor hereby leases to the Lessee and the Lessee takes as Lessee the premises shown on the attached Exhibits A and B upon the following terms and conditions:

1. **TERM.** This lease is for the term of thirty (30) years, commencing on October 1, 2001, and ending on September 30, 2031.
2. **RENT.** Lessee agrees to pay a one-time rental of \$1.00 (One Dollar), payable in advance on the day the Lease commences.
3. **USE OF PREMISES.** Lessee shall use the premises described in Exhibit A for the construction, maintenance, and operation of a tower site. Lessee shall not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Republic now or hereafter made, or which shall be injurious to any person or property. The portion of the premises located outside the fence that Lessee will construct to enclose the radio tower and related facilities may be used by Lessor for depositing sludge from Lessor's wastewater treatment plant, for storing materials and equipment, and for a shooting range. All such use by Lessor shall be at the sole risk and liability of Lessor.
4. **ACCESS.** Lessee may use the adjacent property owned by Lessor to gain access to the premises.

5. **ELECTRIC AND COMMUNICATION LINES.** Lessee may construct, maintain, and operate electric service and communications lines to serve the radio tower and facilities used in conjunction with the radio tower. The electric service and communications lines shall be constructed on the property legally described in Exhibit B.

6. **MAINTENANCE.** Lessee shall maintain the portion of the premises contained within the fence that will be constructed by Lessee to enclose the radio tower and related facilities in good condition, consistent with the purposes for which the premises are to be used. Lessor shall maintain the existing access road and the premises located outside of the fence to be constructed by Lessee to enclose the radio tower and related facilities.

7. **HAZARDOUS SUBSTANCES.** Lessor represents that it has no knowledge of any substance, material, chemical, or waste on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Substances"). Neither Lessor nor Lessee shall introduce or use any Hazardous Substance on the premises in violation of any applicable law. Each party shall indemnify, defend, and hold harmless the other from all claims, damages, expenses, penalties, and losses arising from Hazardous Substances that the indemnifying party introduces on the premises during the term of this lease, except to the extent that such claims, damages, expenses, penalties, and losses are caused by the negligence or wrongful acts of the other party.

8. **LESSEE'S PROPERTY.** All property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee.

9. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor from

and against all claims, damages, losses, and expenses, including attorney's fees, arising out of Lessee's use of the premises, except to the extent caused by the negligence or willful conduct of Lessor. In cases of concurring fault, each party shall bear its share of the loss.

10. **ENTRY BY LESSOR.** Lessor shall have the right to enter the premises, at reasonable times and with notice to Lessee, to inspect the premises or to show the premises to persons who may wish to lease or buy the premises. Lessor may, without notice to or consent of Lessee, enter on the premises outside of the fence that will be constructed by Lessee to enclose the radio tower and related facilities. Lessor may enter the premises without notice to or consent of Lessee in a police or fire emergency.

11. **ASSIGNMENT.** Lessee shall not assign this lease without the written consent of Lessor, which shall not be withheld unreasonably.

12. **RE-ENTRY.** Upon the breach of any covenant, agreement, or condition of this lease by Lessee, Lessor may, at its option, give thirty days written notice to Lessee and terminate this lease. Lessee may cure any such breach before the effective date of the termination. On such termination, Lessor may thereupon immediately re-enter and take possession of the premises and Lessee shall thereafter have no claim to the premises.

13. **YIELD UP PREMISES.** At the expiration or upon any termination of this lease, Lessee shall peaceably yield up the premises to Lessor. On such termination or expiration, the radio tower and any buildings shall become the property of Lessor. All other radio equipment located on the premises shall remain the property of Lessee and Lessee shall remove it within ninety (90) days after the termination or expiration of this lease. If Lessee fails to do so, then Lessor may dispose of such radio equipment and recover the cost thereof from Lessee, or Lessor may keep such radio equipment and use it as Lessor sees fit without liability to Lessee.

IN WITNESS WHEREOF, the parties have signed this lease on the date first written above.

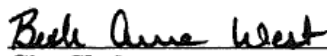
City Utilities of Springfield, Missouri

By 
General Manager ~~ACTING GENERAL MANAGER~~

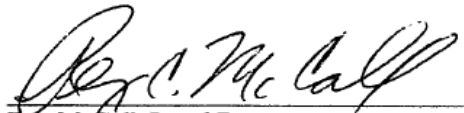
City of Republic, Missouri

By 
City Administrator

ATTEST:


City Clerk

Approved as to Form and Content:


Rex McCall, Legal Department

LEASE AGREEMENT

THIS INDENTURE made this 28th day of September, 2001, by and between the City of Republic, Missouri ("Lessor"), and City Utilities of Springfield, Missouri ("Lessee"), as follows:

Lessor hereby leases to the Lessee and the Lessee takes as Lessee the premises shown on the attached Exhibits A and B upon the following terms and conditions:

1. **TERM.** This lease is for the term of thirty (30) years, commencing on October 1, 2001, and ending on September 30, 2031.
2. **RENT.** Lessee agrees to pay a one-time rental of \$1.00 (One Dollar), payable in advance on the day the Lease commences.
3. **USE OF PREMISES.** Lessee shall use the premises described in Exhibit A for the construction, maintenance, and operation of a tower site. Lessee shall not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Republic now or hereafter made, or which shall be injurious to any person or property. The portion of the premises located outside the fence that Lessee will construct to enclose the radio tower and related facilities may be used by Lessor for depositing sludge from Lessor's wastewater treatment plant, for storing materials and equipment, and for a shooting range. All such use by Lessor shall be at the sole risk and liability of Lessor.
4. **ACCESS.** Lessee may use the adjacent property owned by Lessor to gain access to the premises.

5. **ELECTRIC AND COMMUNICATION LINES.** Lessee may construct, maintain, and operate electric service and communications lines to serve the radio tower and facilities used in conjunction with the radio tower. The electric service and communications lines shall be constructed on the property legally described in Exhibit B.

6. **MAINTENANCE.** Lessee shall maintain the portion of the premises contained within the fence that will be constructed by Lessee to enclose the radio tower and related facilities in good condition, consistent with the purposes for which the premises are to be used. Lessor shall maintain the existing access road and the premises located outside of the fence to be constructed by Lessee to enclose the radio tower and related facilities.

7. **HAZARDOUS SUBSTANCES.** Lessor represents that it has no knowledge of any substance, material, chemical, or waste on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Substances"). Neither Lessor nor Lessee shall introduce or use any Hazardous Substance on the premises in violation of any applicable law. Each party shall indemnify, defend, and hold harmless the other from all claims, damages, expenses, penalties, and losses arising from Hazardous Substances that the indemnifying party introduces on the premises during the term of this lease, except to the extent that such claims, damages, expenses, penalties, and losses are caused by the negligence or wrongful acts of the other party.

8. **LESSEE'S PROPERTY.** All property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee.

9. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor from

and against all claims, damages, losses, and expenses, including attorney's fees, arising out of Lessee's use of the premises, except to the extent caused by the negligence or willful conduct of Lessor. In cases of concurring fault, each party shall bear its share of the loss.

10. **ENTRY BY LESSOR.** Lessor shall have the right to enter the premises, at reasonable times and with notice to Lessee, to inspect the premises or to show the premises to persons who may wish to lease or buy the premises. Lessor may, without notice to or consent of Lessee, enter on the premises outside of the fence that will be constructed by Lessee to enclose the radio tower and related facilities. Lessor may enter the premises without notice to or consent of Lessee in a police or fire emergency.

11. **ASSIGNMENT.** Lessee shall not assign this lease without the written consent of Lessor, which shall not be withheld unreasonably.

12. **RE-ENTRY.** Upon the breach of any covenant, agreement, or condition of this lease by Lessee, Lessor may, at its option, give thirty days written notice to Lessee and terminate this lease. Lessee may cure any such breach before the effective date of the termination. On such termination, Lessor may thereupon immediately re-enter and take possession of the premises and Lessee shall thereafter have no claim to the premises.

13. **YIELD UP PREMISES.** At the expiration or upon any termination of this lease, Lessee shall peaceably yield up the premises to Lessor. On such termination or expiration, the radio tower and any buildings shall become the property of Lessor. All other radio equipment located on the premises shall remain the property of Lessee and Lessee shall remove it within ninety (90) days after the termination or expiration of this lease. If Lessee fails to do so, then Lessor may dispose of such radio equipment and recover the cost thereof from Lessee, or Lessor may keep such radio equipment and use it as Lessor sees fit without liability to Lessee.

14. **NOTICES.** Notices given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, and shall be effective on receipt. Notices shall be addressed as follows:

Lessor: City Administrator
City of Republic
213 N. Main
Republic, MO 65738

Lessee: City Utilities of Springfield, Missouri
Property Acquisition Administrator
P.O. Box 551
Springfield, MO 65801

15. **OPTION FOR SECOND TERM.** Lessee shall have the option to renew this lease for another term of thirty (30) years by giving written notice to Lessor at least 180 days before the expiration of the initial term. The rent for the second term shall be determined by an appraisal of the premises, exclusive of the value of the radio tower and facilities constructed by Lessee for use in conjunction with the radio tower. The appraisal shall be done at least 120 days before the expiration of the initial term at Lessee's expense. An appraiser certified by the State of Missouri shall do the appraisal. Lessee shall submit the names of three appraisers to Lessor and Lessor shall choose the appraiser from the names submitted. If Lessee decides that the appraised value of the rent is too high, then Lessee may rescind its exercise of this option by giving written notice to Lessor at least 60 days before the expiration of the initial term. The rent for the second term shall be payable in advance on the day the second term commences.

IN WITNESS WHEREOF, the parties have signed this lease on the date first written above.


City Utilities of Springfield, Missouri

By 
General Manager ~~ACTING GENERAL MANAGER~~

City of Republic, Missouri

By 
City Administrator

ATTEST:


City Clerk

Approved as to Form and Content:

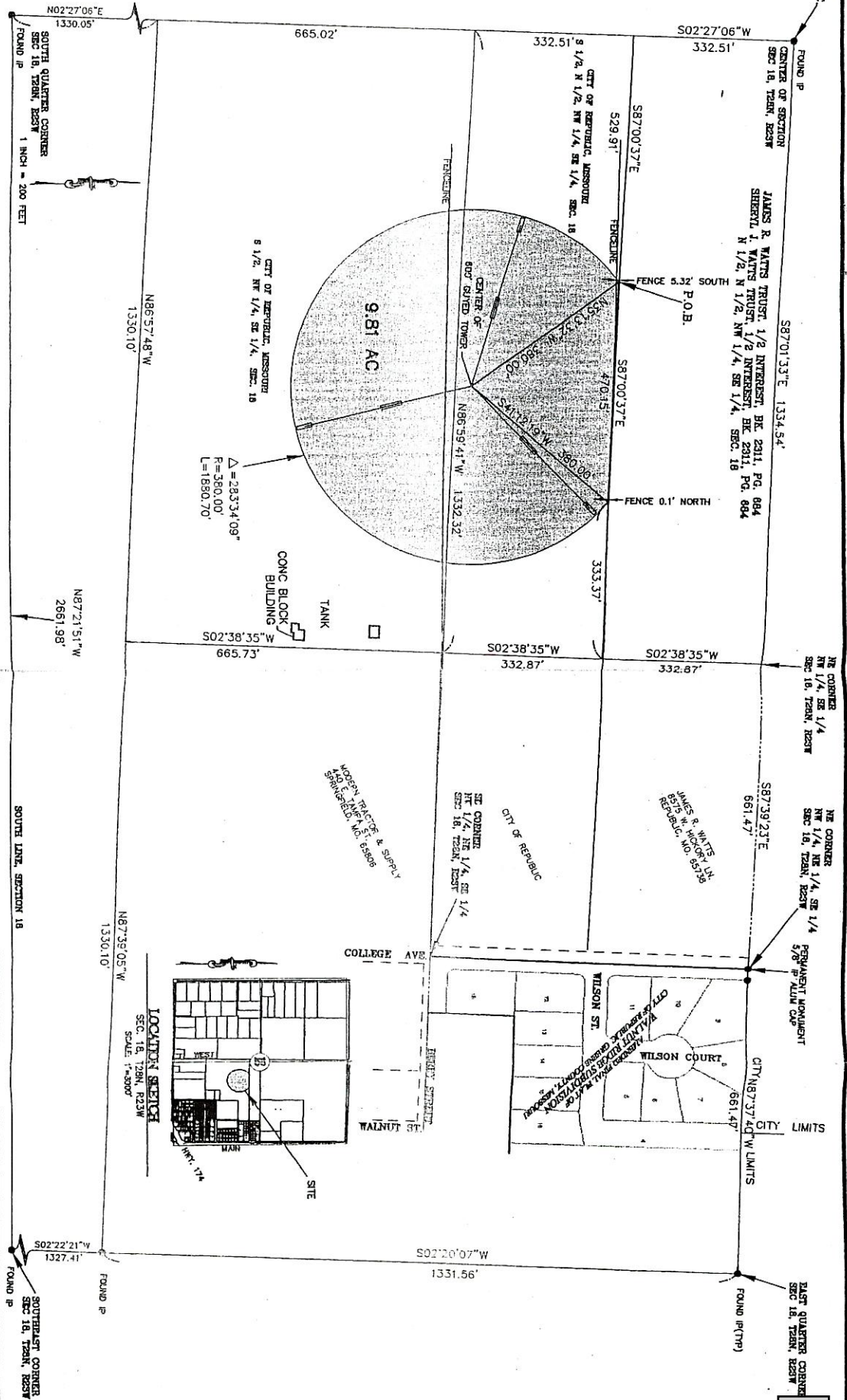

Rex McCall, Legal Department

EXHIBIT A

THE FOLLOWING DESCRIPTION DESCRIBES A MORE OR LESS CIRCULAR TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 18; THENCE SOUTH $02^{\circ}27'06''$ WEST, 332.51 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH $87^{\circ}00'37''$ EAST, ALONG SAID NORTH LINE, 529.91 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH $87^{\circ}00'37''$ EAST, 470.15 FEET, TO A POINT OF NON-TANGENT CURVE RIGHT; THENCE 1880.70 FEET ALONG A 380.00 FOOT RADIUS CURVE, WHOSE RADIUS POINT LIES SOUTH $41^{\circ}12'19''$ WEST, OF THE LAST DESCRIBED COURSE, SAID CURVE ENDING AT THE POINT OF BEGINNING. CONTAINING 9.81 ACRES, MORE OR LESS.

EXHIBIT B

A PERMANENT 10.0 FOOT WIDE UTILITY EASEMENT, ALL LYING WITHIN CITY OF REPUBLIC PROPERTY, AND LYING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI; THENCE NORTH $01^{\circ}54'09''$ EAST, 106.50 FEET; THENCE SOUTH $86^{\circ}57'48''$ EAST, 24.78 FEET, TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}54'09''$ EAST, 548.91 FEET; THENCE NORTH $89^{\circ}26'38''$ WEST, 590.41 FEET, TO THE POINT OF TERMINATION. CONTAINING 11,453 SQUARE FEET, 0.263 ACRE, OR 1,139 LINEAR FEET MORE OR LESS, SAID EASEMENT BEING CONTAINED ENTIRELY WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST.



A/E
 730 N. BENTON AVE.
 SPRINGFIELD, MO 65802
 417-866-2741
ANDERSON ENGINEERING, INC.

CITY UTILITIES OF SPRINGFIELD
 TOWER LEASE TRACT
 CITY OF REPUBLIC PROPERTY
 REPUBLIC, MISSOURI

DRAWN BY: KEM
 DATE: 6-16-01
 CLIENT NO: 36650
 FIELD BY: KL, KK
 FIELD NO: CU-00-4
 SHEET NO: 1



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-56 An Ordinance of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

Submitted By: Bob Ford, Finance Director

Date: November 7, 2023

Issue Statement

Under Chapter 67 of the Missouri Revised Statutes and by City Charter, the City is required to prepare an annual budget, which will serve as a comprehensive financial plan for the ensuing budget year.

Discussion and/or Analysis

The 2024 Consolidated Budget presented for City Council consideration consists of an (1) Operating Budget and a (2) Capital Budget 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 the two Budgets results in a Consolidated Net Surplus of \$2,937,432.

	Operating Budget			Capital Budget					Consolidated Net Surplus (Deficit)
Fund	Revenues	Expenses	Operating Surplus (Deficit)	Capital Expenditures	Operating Surplus less CapEx	Other Sources			
						Cash	CIST or FST	Grants & Reimburse	
Gen. Fund	\$9,566,707	(\$8,533,729)	\$1,032,978	(\$180,000)	\$852,978	\$180,000	\$0	\$0	\$1,032,978
Police	\$3,823,375	(\$3,823,739)	(\$364)	(\$336,000)	(\$336,364)	\$111,000	\$225,000	\$0	(\$364)
Fire	\$3,848,271	(\$3,847,312)	\$959	(\$142,000)	(\$141,041)	\$0	\$142,000	\$0	\$959
Parks & Rec	\$5,788,607	(\$5,473,221)	\$315,386	(\$7,366,899)	(\$7,051,513)	\$7,316,899	\$50,000	\$0	\$315,386
Street	\$3,532,885	(\$3,303,608)	\$229,277	(\$4,350,000)	(\$4,120,723)	\$2,000,000	\$400,000	\$1,950,000	\$229,277
Stormwater	\$18,500	\$0	\$18,500	\$0	\$18,500	\$0	\$0	\$0	\$18,500
Water	\$2,678,937	(\$2,769,761)	(\$90,824)	\$0	(\$90,824)	\$90,824	\$0	\$0	
Wastewater	\$6,574,593	(\$5,954,471)	\$620,122	(\$52,183,850)	(\$51,563,728)	\$24,002,550	\$0	\$28,181,300	\$620,122
FST	\$550,244	(\$230,252)	\$319,993	\$0	\$319,993	\$0	\$0	\$0	\$319,993
CIST	\$1,075,581	(\$675,000)	\$400,581	\$0	\$400,581	\$0	\$0	\$0	\$400,581
Consolidated	\$37,457,699	(\$34,611,092)	\$2,846,607	(\$64,558,749)	(\$61,712,141)	\$33,701,273	\$817,000	\$30,131,300	\$2,937,432

Recommended Action

Staff recommends that the City Council approve the City of Republic's FY 2024 Consolidated Budget as presented.

**AN ORDINANCE OF THE CITY COUNCIL APPROPRIATING FROM THE REVENUE OF THE CITY OF
REPUBLIC, MISSOURI, EXPENDITURES IN ACCORDANCE WITH THE FISCAL YEAR 2024 BUDGET OF THE
CITY OF REPUBLIC, MISSOURI AND PROVIDING FOR ADJUSTMENTS THERETO**

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 the provisions of Section 67.010, RSMo., and the City’s Charter, the City is required to prepare and adopt an annual budget that presents a comprehensive financial plan for the ensuing fiscal year; and

WHEREAS, the City held a Public Hearing concerning the City’s proposed 2024 budget on Tuesday, November 7, 2023, as required by as duly published in accord with applicable law; and

WHEREAS, following the Public Hearing but prior to adoption by the City Council, pursuant to Section 7.4(b) of the City Charter, certain amendments were made to the City’s proposed 2024 budget, all of which have been incorporated into the proposed 2024 budget and presented to the City Council for review and consideration for final approval; and

WHEREAS, the Council has reviewed the City’s amended proposed 2024 budget and finds it fit for adoption by way of this Ordinance, duly enacted on or before the last day of the month of the fiscal year currently ending, pursuant to Section 7.4(c) of the City Charter.

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

Section 1: The Annual Budget of the City of Republic, Missouri, consisting of (1) an Operating Budget with revenues of \$37,457,699 and expenses of \$34,611,092, resulting in a net surplus of \$2,846,607, and (2) a Capital Budget with expenditures of \$64,558,749, for the fiscal year commencing January 1, 2024, and ending December 31, 2024, as submitted by the City Administrator attached hereto and incorporated herein by reference as its fully set out in this Ordinance, is hereby approved.

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

Section 3: 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 4: 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 _____, 2023.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk



Megan McCullough, City Attorney

Final Passage and Vote:

To the Honorable Mayor, City Council Members, City Staff, and the Citizens of Republic:

INTRODUCTION

The City of Republic continues to challenge the status quo as we prepare for 2024. This new year will continue to exemplify great strides in wastewater improvements, increased Parks & Recreation investment, and the benefits of increased public safety funding. The sales tax growth, which remains relatively flat year over year, is the lifeblood of the City and is a direct result of the City's continual efforts in fostering partnerships within the economic development community.

SUMMARY

The 2024 Consolidated Budget ("Budget") is presented for City Council consideration and 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 has prepared two (2) parallel documents: the Budget and the 2024-2028 5-Year Capital Improvement Program (CIP).

- The Budget contains 20 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.

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.

The City has also engaged KPM CPAs as our independent outside auditor to examine our financial statements and processes on an annual basis. KPM also provides accounting guidance throughout the year in the ever changing and evolving world of governmental accounting. The complete financial audit can be found on the City's website.

BUDGET ANALYSIS

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:

1. General Fund

- a. 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
- b. Revenues & Expenses
 - i. Revenues are appropriated to each respective department as governed by ordinance, ballot, or budget statute.
 - ii. Real Property Levy of 0.4267 per assessed \$100 for the General Fund.
 - iii. Administration personnel costs are allocated proportionally to all funds & departments based on headcount.
 1. Each fund and/or department treats the administration allocation as expense to each respective department's budget.
 2. Alternatively, the General Fund treats the administration allocation as revenue in the Administration Budget.
 3. Both the revenue (in the General Fund) and the expense (in the Fund/Department) budgets are eliminated in the consolidation process.

2. Parks and Recreation Fund

- a. 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.
- b. 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.
- c. The Operating Budget contains the revenues & expenses for the Parks & Recreation Department (community programming, park maintenance, Republic Aquatic Center, Senior Center).
 - i. Funded by sale of services; and

- ii. Two (2) ¼-cent Parks Sales Taxes; and
- iii. Real Property Levy of 0.1150 assessed per \$100 for the Parks and Recreation Fund.

3. Police Fund

- a. 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.
- b. For 2024, the total Operating Budget for the Police Fund is \$3,823,375, funded predominately 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.

4. Fire Fund

- a. 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.
- b. For 2024, the total Operating Budget for the Fire Fund is \$3,848,271, funded predominately with the \$1,585,573 PSST and a \$2,217,780 transfer from the General Fund.

5. Fire Sales Tax

- a. Capital projects and equipment for the Fire Department

6. Parks and Recreation Fund

- a. 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.
- b. 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.
- c. The Operating Budget contains the revenues & expenses for the Parks & Recreation Department (community programming, park maintenance, Republic Aquatic Center, Senior Center).
 - i. Funded by sale of services; and
 - ii. Two (2) ¼-cent Parks Sales Taxes; and
 - iii. Real Property Levy of 0.1150 assessed per \$100 for the Parks and Recreation Fund.

7. Capital Improvement Sales Tax

- a. Voters approved the reallocation of the ¼-cent Stormwater Sales Tax to a general Capital Improvement Sales Tax (CIST), which took effect October 2017.
- b. Voters were presented with a list of projects to be funded by the CIST. To ensure future transparency, the projects are updated on the City website.
- c. The list of completed projects funded through the CIST is also made available on the City website.

8. Street Fund

- a. Funded in part by the ½-cent Transportation Sales Tax.
- b. The Real Property Levy of 0.0657 per assessed \$100 for lights is additional funding for the Street Fund.

9. Water Fund – The Water Fund is an Enterprise Fund that operates through the sale of water to the citizens of Republic.**10. Wastewater Fund – Likewise, the Wastewater Fund is an Enterprise Fund that operates through the sale of wastewater service to the citizens of Republic.****WATER AND WASTEWATER RATES**

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

1. Water**a. Inside City Limits**

- i. Monthly Base Charge will increase from \$8.09 to \$8.66 for 1,500 gallons.
- ii. Surcharge will increase from \$3.81 to \$4.08 per 1,000 gallons.

b. Outside City Limits

- i. Monthly Base Charge will increase from \$12.13 to \$12.98 for 1,500 gallons.
- ii. Surcharge will increase from \$5.71 to 6.11 per 1,000 gallons.

2. Wastewater**a. Inside City Limits**

- i. Monthly Base Charge will increase from \$25.57 to \$26.85 for 1,500 gallons.
- ii. Surcharge will increase from \$15.19 to \$15.95 per 1,000 gallons.

b. Outside City Limits

- i. Monthly Base Charge will increase from \$38.35 to \$40.27 for 1,500 gallons.
- ii. Surcharge will increase from \$22.81 to \$23.95 per 1,000 gallons.

CAPITAL

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

1. Wastewater Project = \$51.9 M
2. Schuyler Creek Trail = \$2.0 M
3. Pool Expansion = \$4.5 M
4. JR Martin Park = \$1.7 M
5. 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.

DEBT OBLIGATIONS

In February 2022, the City issued \$45.5 million in Series 2022 Special Obligation Bonds to partially fund the Wastewater Project and to construct the BUILDS building.

- The BUILDS building officially opened in April 2023 and houses the City's Street, Water, Wastewater and Community Development Departments.
- The Wastewater Treatment Plant project ("WWTP") continues to move forward. To date, the City has spent approximately \$14 million of the bond proceeds on the WWTP. In addition to the Series 2022 Bond proceeds, the City has secured a \$50 million in State grants in additional funding for the WWTP. Therefore, the WWTP is approximately 2/3rds funded.

In March 2023, the City issued \$9.9 million in Series 2023 Special Obligation Bonds to fund the expansion of the Aquatic Center and upgrades to JR Martin Park. In addition, the Parks & Recreation Department is nearing the payoff of the outstanding principal of the 2017 Bond Refunding for the Republic Aquatic Center, currently scheduled for 2025.

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, which the majority of the additions to our Public Safety teams.
- 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. In addition, effective January 1, 2024, the City will fund 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 have been 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, we will continue our mission 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 ultimately 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 very 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.

Sincerely,



David Cameron
City Administrator

Cc: Laura Burbridge, City Clerk

FY 2024 Proposed Budget

Nov 2023



Presented to Republic City Council – November 2, 2023
Bob Ford, Finance Director

Budget Process Changes | FY 2024

- **Split into two budgets:**
 - ✓ Operating - Revenues minus Expenses.
 - ✓ Capital - Expenditures (uses) offset by Funding (sources).

- **Separated Police and Fire from the General Fund to form stand-alone Funds:**
 - ✓ Police Fund
 - ✓ Fire Fund

Budget FY24 Consolidated

- Operating Budget
 - Operating Surplus of \$2.8 M
- Capital Budget
 - CapEx of \$64.6 M
 - ✓ 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
 - Funded By
 - ✓ Cash = \$33.7 M
 - ✓ Grants = \$30.1 M
 - ✓ CIST & Fire Sales Tax = \$.8 M
- ✓ Cash drops from \$57.5 M to \$26.8 M

11/2/2023

Operating Budget		Item 11.
<u>Revenues</u>		
Revenues External		\$31,824,170
Revenues Internal		\$5,633,530
	Revenues Total	\$37,457,699
<u>Expenses</u>		
Expenses External		(\$28,977,566)
Expenses Internal		(\$5,633,527)
	Expenses Total	(\$34,611,092)
	Operating Surplus	\$2,846,607
Capital Budget		
<u>Uses</u>		
Capital Expenditures Maintenance		\$1,913,500
Capital Expenditures Projects		\$62,645,249
	CapEx Uses	\$64,558,749
<u>Sources</u>		
Cash From Balance Sheet		\$33,701,273
Special Tax Funds (CIST & Fire Sales)		\$817,000
Grants & Reimbursements		\$30,131,300
	CapEx Sources	\$64,649,573
	Net Surplus (Deficit) Consolidated	\$2,937,432

Operating Budget | Revenue

Revenues External			
<u>Taxes</u>		<u>\$</u>	<u>%</u>
City Sales Taxes		\$13,246,719	42%
Property & Greene County Taxes		<u>\$4,831,178</u>	15%
	Taxes sub-total	\$18,077,896	57%
<u>Other Revenue</u>			
Utility Billing		\$7,621,287	24%
Fees, Licenses, Rental & Program Revenue		\$4,828,408	15%
Interest Income		<u>\$1,296,578</u>	<u>4%</u>
	Other Revenue sub-total	\$13,746,273	43%
	REVENUE EXTERNAL	\$31,824,170	

City Sales Taxes

14,000,000.00

12,000,000.00

10,000,000.00

8,000,000.00

6,000,000.00

4,000,000.00

2,000,000.00

0.00

1-Cent General Fund

3/4-Cent Public Safety

1/4-Cent Recreation

1/4-Cent Aquatic Center Sales Tax

1/2-Cent Transportation Sales

1/4-Cent Capital Improvement Sales

1/8-Cent Fires Sales

Total

■ 2022 Actuals

■ 2023 Budget Amend 1

■ 2024 Proposed Budget

	2022	2023	2024
	Actuals	Budget	Proposed
1-Cent General Fund	4,162,367.87	4,200,321.66	4,242,324.88
3/4-Cent Public Safety	3,066,901.90	3,139,749.16	3,171,146.65
1/4-Cent Recreation	1,040,591.29	1,050,080.09	1,060,580.89
1/4-Cent Aquatic Center Sales Tax	1,040,591.33	1,050,080.17	1,060,580.97
1/2-Cent Transportation Sales	2,081,184.35	2,100,257.58	2,121,260.16
1/4-Cent Capital Improvement Sales	1,040,592.71	1,050,080.15	1,060,580.95
1/8-Cent Fires Sales	<u>520,408.49</u>	<u>524,994.24</u>	<u>530,244.18</u>
Total	12,952,637.94	13,115,563.05	13,246,718.68

Operating Budget | Expense

Personnel Costs Include:

- **Base Salaries**
 - Salary Treatment (COLA & Merit) standardized to the beginning of January.
 - ✓ Cost of Living Allowance Increase = 4%
 - ✓ Merit Increase = 0%
 - Base Salaries = 69% total comp.
- **Healthcare**
 - City funds 100% of employee's cost.
 - **New** – City to fund 50% of dependent healthcare cost.
 - Healthcare = 7% of total cost.
 - Plan increase = 2.5% vs 7% nationwide.
- **Retirement Benefits:**
 - 13% of total personnel cost.
- **Other Benefits & Payroll Taxes**
 - 11% of total personnel cost.

<u>Expenses External</u>	<u>\$</u>	<u>%</u>
Personnel Costs	\$16,439,194	57%
Operating Expenses	\$6,661,072	23%
Debt Service	\$5,060,299	18%
Transfers to Operating Funds from CIST & Fire Sales Tax	<u>\$817,000</u>	<u>3%</u>
Expenses External	<u>\$28,977,566</u>	

Growth in compensation & benefits...

- ❖ Increase in the number of staff.
- ❖ Market adjustments to base salaries to bring to a competitive level.
- ❖ Increase in selective benefit components, such as City sharing in dependent healthcare cost.
- ❖ Increase salary driven components such as payroll taxes and retirement benefits.

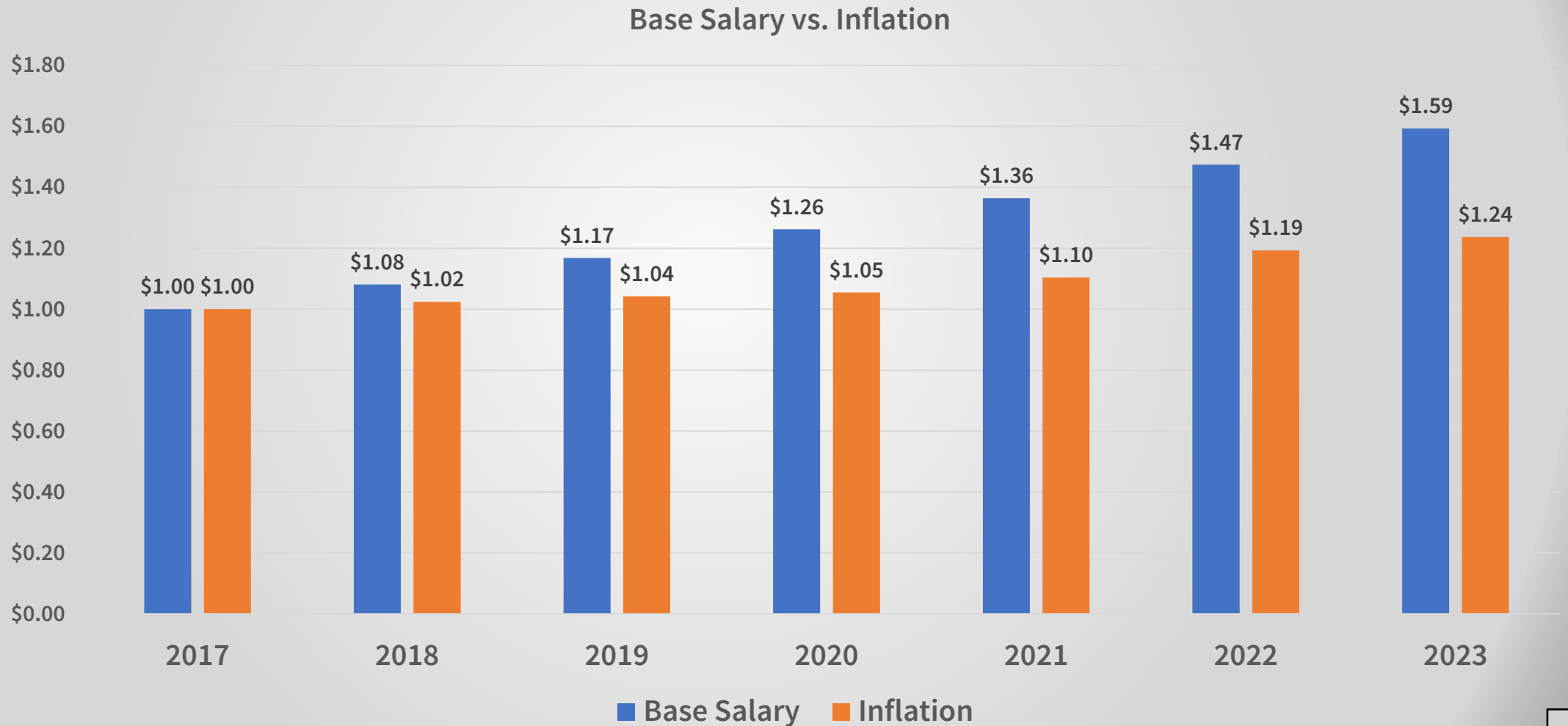
Compensation & Benefits Summary

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Salaries	\$8,751,760	\$10,131,868	\$11,377,212
Healthcare	\$825,216	\$916,077	\$1,189,722
Retirement Benefits	\$1,961,326	\$2,087,016	\$2,148,260
Payroll Taxes & Misc. Benefits	<u>\$1,197,915</u>	<u>\$1,481,021</u>	<u>\$1,724,000</u>
Total	<u>\$12,736,217</u>	<u>\$14,615,982</u>	<u>\$16,439,194</u>

Staffing needs continue to grow...

	<u>Full Time Staff Only</u>		
	<u>2022</u>	<u>2023</u>	<u>2024</u>
Beginning Employees	139	149	159
Ending Employees	149	159	171
Net Addition	10	10	12
Year over Year Growth Rate	7%	7%	8%

Salary growth rate exceeds inflation...



Capital Expenditures

Item 11.

<u>Capital Expenditure Purpose</u>	<u>Funded By</u>	<u>Amount</u>
<u>GENERAL FUND</u>		
IT - Capital, Vehicles	Cash - General Fund	\$35,000
IT - Hardware & Upgrades	Cash - General Fund	<u>\$145,000</u>
		\$180,000
<u>PARKS</u>		
Parks Grounds - Capital, Projects	Cash - Parks	\$110,000
Senior Center - Capital, Projects	Cash - Parks	\$9,000
RAC Expansion	Cash - Parks - Bond Proceeds	\$4,505,180
J.R. Martin Project	Cash - Parks - Bond Proceeds	\$1,690,958
Sports Complex	Cash - Parks - Bond Proceeds	\$129,261
ADA Improvements	Cash - Parks	\$50,000
Parks Grounds - Capital Equipment & Furniture	Cash - Parks	\$14,500
Facility Maintenance - Capital Equipment & Furniture	Cash - Parks	\$43,000
Aquatics - Capital Equipment & Furniture	Cash - Parks	\$15,000
Recreation - Capital Equipment & Furniture	Cash - Parks	<u>\$800,000</u>
		\$7,366,899
<u>FIRE</u>		
Fire - Capital, Projects	Fire Sales Tax	\$70,000
Fire Sales Tax - Capital, Assets	Fire Sales Tax	\$20,000
FST - Equipment & Furniture	Fire Sales Tax	<u>\$52,000</u>
		\$142,000

Capital Expenditures - Continued

<u>Capital Expenditure Purpose</u>	<u>Funded By</u>	<u>Amount</u>
POLICE		
Police - Capital, Vehicles	Cash - Police Fund	\$15,000
Police - Capital, Vehicles	CIST	\$225,000
Police - Capital, Projects	Cash - Police Fund	\$56,000
Police - Capital, Assets	Cash - Police Fund	\$20,000
Police - Capital Equipment & Furniture	Cash - Police Fund	\$20,000
		\$336,000
BUILDS		
Streets - Capital, Vehicles	Cash - Streets	\$100,000
Streets - Capital, Projects	Cash - Streets	\$600,000
Republic Commons	Refunds & Reimbursements	\$350,000
Shuyler Creek Trail	Refunds & Reimbursements	\$1,600,000
Shuyler Creek Trail	CIST	\$400,000
HWY MM	MM Hwy 5 Lane Expansion Receipts	\$1,300,000
		\$4,350,000
Wastewater - Capital, Vehicles	Cash - Wastewater	\$250,000
Wastewater - Capital Equipment & Furniture	Cash - Wastewater	\$10,000
WWTP Blending	2022 Bond Proceeds	\$5,753,115
WWTP CIP#6	2022 Bond Proceeds	\$1,239,315
WWTP CIP#7	2022 Bond Proceeds	\$1,500,120
WWTP Facility Expansion	2022 Bond Proceeds	\$15,250,000
WWTP Blending	Refunds & Reimbursements	\$6,539,285
WWTP CIP#6	Refunds & Reimbursements	\$2,891,735
WWTP CIP#7	Refunds & Reimbursements	\$3,500,280
WWTP Facility Expansion	Refunds & Reimbursements	\$15,250,000
		\$52,183,850
	TOTAL	\$64,558,749

Cash

\$70,000,000

\$60,000,000

\$50,000,000

\$40,000,000

\$30,000,000

\$20,000,000

\$10,000,000

\$0

	Total - 2023	Unrestricted	Restricted	Total - 2024	Unrestricted	Restricted
General Fund	\$8,821,850	\$8,370,989	\$450,861	\$9,674,828	\$9,223,966	\$450,861
Parks	\$8,938,291	\$932,071	\$8,006,220	\$1,936,778	\$255,957	\$1,680,821
Public Safety	\$1,038,268	\$999,694	\$38,574	\$927,863	\$889,289	\$38,574
BUILDS	\$38,006,775	\$3,368,366	\$34,638,409	\$12,781,300	\$3,185,441	\$9,595,859
Fire Sales Tax	\$616,852	\$0	\$616,852	\$936,844	\$0	\$936,844
CIST	\$77,301	\$0	\$77,301	\$477,882	\$0	\$477,882
Total	\$57,499,336	\$13,671,119	\$43,828,217	\$26,735,495	\$13,554,653	\$13,180,842

\$57,499,336

\$38,006,775

\$26,735,495

\$9,674,828

\$1,936,778

\$12,781,300

\$936,844

\$477,882

\$8,821,850

\$8,938,291

\$1,038,268

\$927,863

\$616,852

\$77,301

General Fund

Parks

Public Safety

BUILDS

Fire Sales Tax

CIST

Total

■ 2023 ■ 2024

Debt Summary

FY 2024

Item 11.

	Debt Outstanding				Debt Service		
	12/31/2023	Advance	Principal Payment	12/31/2024	Principal Payment	Interest Payment	Total
Series 2017 - Water Projects	\$7,772	\$0	(\$3,132)	\$4,640	\$3,132	\$186	\$3,318
Series 2017 - Walmart/Miller	\$81,037	\$0	(\$32,657)	\$48,380	\$32,657	\$1,941	\$34,598
Series 2017 - Park Projects	\$32,160	\$0	(\$12,960)	\$19,200	\$12,960	\$770	\$13,730
Series 2017 - Community Center	\$214,032	\$0	(\$86,252)	\$127,780	\$86,252	\$5,127	\$91,379
Excavator/Dozer	\$69,165	\$0	(\$51,750)	\$17,414	\$51,750	\$648	\$52,398
Firetruck	\$213,139	\$0	(\$83,774)	\$129,365	\$83,774	\$4,477	\$88,252
Brookline Utilities - MAMU 1	\$3,552,000	\$0	(\$376,000)	\$3,176,000	\$376,000	\$167,231	\$543,231
Fire Station #1	\$458,000	\$0	(\$48,000)	\$410,000	\$48,000	\$22,626	\$70,626
Fire Station #2	\$821,127	\$0	(\$82,777)	\$738,350	\$82,777	\$18,065	\$100,842
MM 5 Lane	\$2,255,330	\$1,506,775	(\$446,258)	\$3,315,847	\$446,258	\$29,793	\$476,052
Series 2022 Bonds - WWTP & Bldg.	\$44,230,000	\$0	(\$1,265,000)	\$42,965,000	\$1,265,000	\$1,610,100	\$2,875,100
Series 2023 Bonds - Parks 2023	\$9,920,000	\$0	(\$280,000)	\$9,640,000	\$280,000	\$430,775	\$710,775
Total	\$61,853,761	\$1,506,775	(\$2,768,559)	\$60,591,977	\$2,768,559	\$2,291,740	\$5,060,299

Debt Service

FY 2024

Item 11.

PROJECT		Water Projects	Walmart Miller	Park Projects	Comm Center	Excavator Dozer	Firetruck	Brookline	Fire St #1	Fire St #2	MM 5 Lane	Parks 2023	WWTP/Bldg
FUND	TOTAL DS	Water	Street	Parks	Parks	WW/W/S	Fire Tax	WW/W	Fire	Fire	Street	Parks	Sewer
2023	\$4,583,591	\$3,294	\$34,350	\$13,632	\$90,724	\$52,398	\$88,252	\$541,180	\$72,864	\$100,842	\$446,258	\$265,097	\$2,874,700
2024	\$5,060,299	\$3,318	\$34,598	\$13,730	\$91,379	\$52,398	\$88,252	\$543,231	\$70,626	\$100,842	\$476,052	\$710,775	\$2,875,100
2025	\$4,896,316	\$4,710	\$49,106	\$19,488	\$129,697	\$52,398	\$88,252	\$541,469	\$68,429	\$100,842	\$476,052	\$487,475	\$2,878,400
2026	\$4,628,780						\$44,126	\$542,869	\$66,217	\$100,842	\$476,052	\$519,175	\$2,879,500
2027	\$4,602,357							\$541,410	\$65,979	\$100,842	\$476,052	\$539,675	\$2,878,400
2028	\$4,635,365							\$541,068	\$73,329	\$100,842	\$476,052	\$568,975	\$2,875,100
2029	\$4,670,372							\$541,748	\$70,556	\$100,842	\$476,052	\$601,775	\$2,879,400
2030	\$4,690,380							\$541,424	\$67,788	\$100,842	\$476,052	\$628,075	\$2,876,200
2031	\$4,721,221							\$541,034	\$65,018	\$100,842	\$476,052	\$657,875	\$2,880,400
2032	\$4,189,493								\$49,625	\$100,842	\$476,052	\$686,075	\$2,876,900
2033	\$3,598,175											\$717,575	\$2,880,600
2034	\$3,628,575											\$752,175	\$2,876,400
2035	\$3,663,975											\$784,775	\$2,879,200
2036	\$3,699,075											\$820,275	\$2,878,800
2037	\$3,730,800											\$855,600	\$2,875,200
2038	\$3,327,425											\$890,225	\$2,437,200
2039	\$3,358,363											\$923,363	\$2,435,000
2040	\$3,399,863											\$960,063	\$2,439,800
2041	\$3,439,900											\$998,500	\$2,441,400
2042	\$3,473,875											\$1,038,450	\$2,435,425
2043	\$3,517,188											\$1,079,688	\$2,437,500
2044	\$3,388,550											\$950,925	\$2,437,625
2045	\$2,435,800												\$2,435,800
2046	\$2,436,950												\$2,436,950
2047	\$2,436,000												\$2,436,000

11/2/2023



**FISCAL YEAR 2024
PROPOSED OPERATING & CAPITAL BUDGETS**

BUDGET FY 2024 Description	City-Wide Consolidated	General Fund All Depts	Public Safety			BUILDS Funds				Parks & Rec Parks	CIST CIST
			Police	Fire	Fire Sales Tax	Street	Storm Water	Water	Wastewater		
Operating Budget											
Revenues											
Taxes City Sales	\$13,246,719	\$4,242,325	\$1,585,573	\$1,585,573	\$530,244	\$2,121,260	\$0	\$0	\$0	\$2,121,162	\$1,060,581
Taxes Property	\$1,926,027	\$1,348,121	\$0	\$0	\$0	\$207,573	\$0	\$0	\$0	\$370,332	\$0
Taxes Other	\$2,905,151	\$30,800	\$803,656	\$26,917	\$0	\$944,552	\$0	\$0	\$0	\$1,099,225	\$0
Utility Billing	\$7,621,287	\$0	\$0	\$0	\$0	\$0	\$0	\$2,133,937	\$5,487,350	\$0	\$0
Fees, Licenses, Rental & Program Revenue	\$4,828,408	\$1,643,850	\$10,000	\$0	\$0	\$249,500	\$0	\$505,000	\$300,250	\$2,119,808	\$0
Interest Income	\$1,296,578	\$297,507	\$12,500	\$18,000	\$20,000	\$10,000	\$18,500	\$40,000	\$786,993	\$78,079	\$15,000
Revenue External	\$31,824,170	\$7,562,603	\$2,411,730	\$1,630,491	\$550,244	\$3,532,885	\$18,500	\$2,678,937	\$6,574,593	\$5,788,607	\$1,075,581
Transfers In From General Fund	\$3,629,425	\$0	\$1,411,645	\$2,217,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration Allocation	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Internal	\$5,633,530	\$2,004,104	\$1,411,645	\$2,217,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues Operating	\$37,457,699	\$9,566,707	\$3,823,375	\$3,848,271	\$550,244	\$3,532,885	\$18,500	\$2,678,937	\$6,574,593	\$5,788,607	\$1,075,581
Expenses											
Personnel Costs - Direct	\$16,439,194	\$3,078,190	\$3,038,714	\$2,952,332	\$0	\$1,415,309	\$0	\$1,358,112	\$1,556,518	\$3,040,019	\$0
Operating Expenses	\$6,661,072	\$1,555,964	\$443,325	\$381,011	\$0	\$1,080,041	\$0	\$861,596	\$1,266,333	\$1,072,802	\$0
Debt Service	\$5,060,299	\$0	\$0	\$171,467	\$88,252	\$643,119	\$0	\$396,539	\$2,945,038	\$815,884	\$0
Transfers Out - CIST & Fire Sales Tax	\$817,000	\$0	\$0	\$0	\$142,000	\$0	\$0	\$0	\$0	\$0	\$675,000
Expenses External	\$28,977,566	\$4,634,154	\$3,482,039	\$3,504,810	\$230,252	\$3,138,469	\$0	\$2,616,247	\$5,767,889	\$4,928,706	\$675,000
Transfers Out From General Fund	\$3,629,422	\$3,629,422	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Costs - Indirect	\$2,004,104	\$270,153	\$341,700	\$342,501	\$0	\$165,138	\$0	\$153,514	\$186,582	\$544,515	\$0
Expenses Internal	\$5,633,527	\$3,899,576	\$341,700	\$342,501	\$0	\$165,138	\$0	\$153,514	\$186,582	\$544,515	\$0
Expenses Operating	\$34,611,092	\$8,533,729	\$3,823,739	\$3,847,312	\$230,252	\$3,303,608	\$0	\$2,769,761	\$5,954,471	\$5,473,221	\$675,000
Operating Budget Surplus (Deficit)	\$2,846,607	\$1,032,978	(\$364)	\$959	\$319,993	\$229,277	\$18,500	(\$90,824)	\$620,122	\$315,386	\$400,581
Capital Budget											
Sources											
Capital Improvement Sales Tax	\$675,000	\$0	\$225,000	\$0	\$0	\$400,000	\$0	\$0	\$0	\$50,000	\$0
Fire Sales Tax	\$142,000	\$0	\$0	\$142,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash From Balance Sheet Unrestricted	\$2,333,324	\$180,000	\$111,000	\$0	\$0	\$700,000	\$0	\$90,824	\$260,000	\$991,500	\$0
Cash from Balance Sheet Restricted	\$31,367,949	\$0	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$23,742,550	\$6,325,399	\$0
Grants & Reimbursements	\$30,131,300	\$0	\$0	\$0	\$0	\$1,950,000	\$0	\$0	\$28,181,300	\$0	\$0
Sources Total	\$64,649,573	\$180,000	\$336,000	\$142,000	\$0	\$4,350,000	\$0	\$90,824	\$52,183,850	\$7,366,899	\$0
Uses											
Capital Expenditures Maintenance	\$1,913,500	\$180,000	\$260,000	\$72,000	\$0	\$100,000	\$0	\$0	\$260,000	\$1,041,500	\$0
Capital Expenditures Projects	\$62,645,249	\$0	\$76,000	\$70,000	\$0	\$4,250,000	\$0	\$0	\$51,923,850	\$6,325,399	\$0
Uses Total	\$64,558,749	\$180,000	\$336,000	\$142,000	\$0	\$4,350,000	\$0	\$0	\$52,183,850	\$7,366,899	\$0
Capital Budget Surplus (Deficit)	\$90,824	\$0	\$0	\$0	\$0	\$0	\$0	\$90,824	\$0	\$0	\$0
CONSOLIDATED NET SURPLUS (DEFICIT)	\$2,937,432	\$1,032,978	(\$364)	\$959	\$319,993	\$229,277	\$18,500	\$0	\$620,122	\$315,386	\$400,581



FISCAL YEAR 2024
PROPOSED OPERATING & CAPITAL BUDGETS



FISCAL YEAR 2024
PROPOSED OPERATING & CAPITAL BUDGETS

Item 11.

Attachment A

General Fund											
Operating Budget	All Depts	Admin	IT	HR	PIO	Finance	Legal	City Clerk	Courts	Animal Ctrl	Comm Dev
Revenues											
Taxes City Sales	\$4,242,325	\$4,242,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Property	\$1,348,121	\$1,348,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Other	\$30,800	\$30,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Billing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees, Licenses, Rental & Program Reven	\$1,643,850	\$885,100	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Interest Income	\$297,507	\$297,507	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue External	\$7,562,603	\$6,803,853	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Transfers In From General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration Allocation	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Internal	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues Operating	\$9,566,707	\$8,807,957	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Expenses											
Personnel Costs - Direct	\$2,978,190	\$426,822	\$407,385	\$469,142	\$9,384	\$404,805	\$361,016	\$139,529	\$153,558	\$211,327	\$395,221
Operating Expenses	\$1,555,964	\$197,558	\$496,550	\$154,796	\$0	\$186,125	\$50,350	\$89,023	\$44,055	\$99,059	\$238,449
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers Out - CIST & Fire Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenses External	\$4,534,154	\$624,379	\$903,935	\$623,938	\$9,384	\$590,930	\$411,366	\$228,551	\$197,613	\$310,386	\$633,670
Transfers Out From General Fund	\$3,629,422	\$3,629,422	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Costs - Indirect	\$270,153	\$173,956	\$0	\$0	\$0	\$0	\$0	\$0	\$31,665	\$35,473	\$29,060
Expenses Internal	\$3,899,576	\$3,803,379	\$0	\$0	\$0	\$0	\$0	\$0	\$31,665	\$35,473	\$29,060
Expenses Operating	\$8,433,729	\$4,427,758	\$903,935	\$623,938	\$9,384	\$590,930	\$411,366	\$228,551	\$229,278	\$345,859	\$662,730
Operating Budget Surplus (Deficit)	\$1,132,978	\$4,380,199	(\$903,935)	(\$623,938)	(\$9,384)	(\$590,930)	(\$411,366)	(\$228,551)	\$33,472	(\$325,859)	(\$186,730)
Capital Budget											
Sources											
Capital Improvement Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash From Balance Sheet Unrestricted	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash from Balance Sheet Restricted	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grants & Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sources Total	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uses											
Capital Expenditures Maintenance	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uses Total	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Surplus (Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONSOLIDATED NET SURPLUS (DEFICIT)	\$1,132,978	\$4,380,199	(\$903,935)	(\$623,938)	(\$9,384)	(\$590,930)	(\$411,366)	(\$228,551)	\$33,472	(\$325,859)	(\$186,730)

2024 Line Item Budget

Fund 100 - General

Admin, IT, Court, Finance, Legal, HR, Com Dev, AC



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40000 - BUILDS Sponsorships	15,500	15,000	5,000
40100 - Taxes - 1-Cent Sales	4,162,368	4,200,322	4,242,325
40140 - Taxes - Railroad & Utility	24,574	25,000	25,000
40200 - Real Property - Current Year	1,152,786	1,036,363	1,336,111
40202 - Real Property - Prior Year	5,349	37,818	12,011
40203 - Franchise Fees	958,501	810,000	810,000
40300 - Taxes - Financial Institution	5,839	5,800	5,800
40310 - Business Surtax	60,771	60,000	70,000
40400 - Interest on Taxes	2,030	3,000	5,000
41100 - Merchant Licenses	96,895	100,000	100,000
42100 - Miscellaneous Permit Fees	22,015	20,000	20,000
42101 - Miscellaneous Commercial Permit Fees	-	-	-
42501 - New Residential Building Permit Fees	271,758	200,000	275,000
42502 - New Commercial Building Permit fees	144,598	100,000	50,000
42505 - Land Use Case Application Fee	14,191	7,500	15,000
42506 - Subdivision Platting Fees	9,317	5,000	5,000
43100 - Federal Grants	-	-	-
43900 - PILOT	3,758	1,900	100
44100 - Surcharge - Courthouse Operations	46,539	45,000	50,000
44101 - Court Credit Card Payment Fee	1,335	1,250	-
44401 - Show Me Court Fee	20	-	-
44801 - Animal Adoption Fees	9,352	10,000	10,000
44802 - Animal Impound/Charges/Fees	5,210	5,000	5,000
45502 - Vending Machine	75	150	-
46101 - Municipal Court Fine	170,912	175,000	200,000
46102 - Bond Forfeitures	7,219	7,800	10,000
46103 - Crime Victim Compensation	750	400	750
46108 - Judicial Education Fund	2,005	1,000	2,000
47000 - Interest Revenue	56,471	259,120	297,507
48100 - Refunds & Reimbursements	224,812	22,000	3,500
48103 - Credit Card Fees	1,804	4,000	2,500
48110 - Miscellaneous Revenue	689	-	-
48120 - Donations	2,182	5,000	5,000
49100 - Administrative Fees	1,999,596	2,384,147	2,004,104
49200 - Utility Billing WasteWater	174,343	189,159	-
49201 - Utility Billing Water	174,343	189,159	-
Total Revenues	9,827,907	9,925,888	9,566,707

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
51010 - Salaries, Regular	2,082,261	2,429,420	2,141,428
51011 - Salaries, Regular - Indirect	-	-	195,451
51015 - Employee Reimbursements	-	-	11,041
51016 - Employee Reimbursements - Indirect	-	-	1,027
51020 - Salaries, Temporary	25,829	24,360	33,780
51030 - Salaries, Part Time	40,429	31,750	26,944
51040 - Salaries, Overtime	9,021	19,430	3,000
52010 - Insurance, Group	171,833	182,389	174,340
52011 - Insurance, Group - Indirect	-	-	17,778
52020 - Payroll Taxes	149,322	191,628	148,345
52021 - Payroll Taxes - Indirect	-	-	13,759
52030 - LAGERS	252,124	320,589	247,986
52031 - ICMA	142,976	216,608	181,453
52032 - LAGERS - Indirect	-	-	24,040
52033 - ICMA - Indirect	-	-	17,591
52040 - Tuition Reimbursement	-	15,000	-
52050 - Unemployment Benefits	80	-	-
52060 - Insurance, Workers Compensation	16,436	109,507	16,573
52061 - Insurance, Workers Compensation - Indirect	-	-	506
52070 - Other Employee Benefits	23,160	21,630	14,150
52080 - Employee Training	47,181	62,750	68,050
52090 - Uniforms	4,033	10,750	11,100
61010 - Professional Fees	103,750	76,700	106,550
61020 - Contract Labor	108,357	142,900	31,300
61040 - Legal Fees	-	-	500
61050 - Software Sup/Licensing/Dues/Subs	7,674	37,800	-
61060 - Engineering Fees	2,598	-	50,000
61070 - Plan Reviews, Building & Eng	12,556	-	-
61071 - Plan Reviews	-	25,000	20,000
61080 - Contract Operations	33,866	40,000	35,000
62020 - Repairs & Maintenance	18,849	32,400	14,500
62021 - Repairs & Maintenance, Building	-	-	-
63010 - Insurance, Other than Employer	66,719	75,314	89,052
63020 - Communications	12,303	41,260	95,500
63040 - Printing/Graphics/Advertising	68,000	70,550	11,700
63050 - Travel/Mileage/Registrations	8,391	4,400	5,400
63060 - Dues & Subscriptions	47,339	36,250	34,724
63090 - Elections	14,928	19,000	20,000
64010 - Software Support & Licensing	187,042	240,550	403,312
64020 - Computer Network & Internet Services	92,926	139,635	111,060
64030 - IT Hardware & Upgrades	8,954	23,500	92,500
65010 - Refunds	276	500	-
65020 - Credit Card & Online Fees	6,266	7,000	7,000
65030 - Collection Fees	-	1,000	-
65040 - Claims	-	2,000	-
65050 - Miscellaneous Fees	846	-	-

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
65060 - Operating Fees & Permits	-	-	250
65072 - Fire District Payouts	228	20,000	20,000
70000 - BUILDS Sponsorship Programs	11,495	15,000	5,000
71010 - General Supplies & Materials	64,797	98,200	72,500
71020 - Postage & Freight	52,186	62,900	5,150
71030 - Fuel	5,496	10,250	7,500
71040 - Equipment	722	-	-
71050 - Miscellaneous	54,805	23,200	38,150
71051 - Cybersecurity	5,525	35,000	75,000
71060 - Equipment & Furniture	-	-	6,500
71070 - Public Education	60	-	-
72030 - Special Events	-	-	27,500
72040 - Safety Program	1,495	-	500
75010 - Utilities	35,980	43,000	32,240
99000 - Transfer - Admin Allocation	525,084	597,889	-
99100 - Transfer - Building Maintenance	65,820	109,316	137,576
99202 - Transfer Out	3,231,156	3,534,635	3,629,422
Total Expenses	7,821,173	9,200,960	8,533,730
Operating Surplus(Deficit)	2,006,733	724,928	1,032,977
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	21,848	-	35,000
81020 - Capital, Projects	7,360	60,000	-
81030 - Capital, Assets	206,445	101,100	-
81040 - IT Hardware & Upgrades	40,352	115,174	145,000
81060 - Capital Equipment & Furniture	4,897	2,000	-
Total Expenditures	280,902	278,274	180,000
Unrestricted Cash	280,902	278,274	180,000
Total Funding Sources	280,902	278,274	180,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	2,006,733	724,928	1,032,977

2024 Line Item Budget

Fund 100 - Police

Police



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40130 - Taxes - State Motor Fuel	247,097	-	-
40131 - Taxes - State Motor Sales	114,597	-	-
40160 - Taxes - Law Enforcement Tax	689,233	721,899	803,656
40161 - Taxes - 3/4-Cent Public Safety	1,533,451	1,569,873	1,585,573
43100 - Federal Grants	2,758	5,945	2,500
43500 - State Grants	4,558	9,500	7,500
44202 - Police POST Training	1,321	2,000	-
44203 - Fingerprinting Charge	114	3,200	-
46104 - DWI Re-Coupment Costs	9,085	7,000	-
46107 - Law Enforcement Training	4,103	2,000	-
47000 - Interest Revenue	-	-	12,500
48100 - Refunds & Reimbursements	15,600	-	-
49000 - Transfer In	1,247,841	1,347,639	1,411,645
Total Revenues	3,869,758	3,669,056	3,823,375
51010 - Salaries, Regular	1,441,365	1,668,410	1,874,443
51011 - Salaries, Regular - Indirect	-	-	247,214
51015 - Employee Reimbursements	-	-	12,141
51016 - Employee Reimbursements - Indirect	-	-	1,299
51040 - Salaries, Overtime	104,431	130,000	130,000
51045 - Salaries, Grant	3,355	7,500	7,500
52010 - Insurance, Group	173,791	185,026	246,088
52011 - Insurance, Group - Indirect	-	-	22,487
52020 - Payroll Taxes	114,757	138,152	142,657
52021 - Payroll Taxes - Indirect	-	-	17,403
52030 - LAGERS	220,588	260,347	261,806
52031 - ICMA	109,271	162,532	168,304
52032 - LAGERS - Indirect	-	-	30,407
52033 - ICMA - Indirect	-	-	22,249
52060 - Insurance, Workers Compensation	61,019	50,470	96,376
52061 - Insurance, Workers Compensation - Indirect	-	-	640
52070 - Other Employee Benefits	10,919	13,750	13,150
52080 - Employee Training	35,156	55,000	50,000
52090 - Uniforms	14,288	39,900	36,250
61010 - Professional Fees	8,056	7,000	7,000
62020 - Repairs & Maintenance	39,967	50,925	51,000
62021 - Repairs & Maintenance, Building	21,388	52,000	22,150
63010 - Insurance, Other than Employer	34,402	37,940	40,785
63020 - Communications	9,560	900	1,500
63040 - Printing/Graphics/Advertising	7,274	8,750	5,500
63050 - Travel/Mileage/Registrations	746	1,500	1,500
63060 - Dues & Subscriptions	834	1,500	1,100
63081 - Investigative Expense	1,418	2,000	1,000

63082 - Jail Imprisonment - 500 300

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
64010 - Software Support & Licensing	15,540	39,850	43,710
64030 - IT Hardware & Upgrades	4,921	750	3,250
65040 - Claims	7,700	5,000	3,000
71010 - General Supplies & Materials	8,787	9,400	9,000
71020 - Postage & Freight	449	800	800
71030 - Fuel	84,128	112,500	115,000
71040 - Equipment	30,294	50,000	22,000
71050 - Miscellaneous	1,204	2,000	2,000
71060 - Equipment & Furniture	-	-	1,000
71070 - Public Education	1,579	2,500	2,000
72040 - Safety Program	3,781	32,300	3,000
75010 - Utilities	39,517	40,355	46,200
99000 - Transfer - Admin Allocation	411,804	409,107	-
99100 - Transfer - Building Maintenance	33,204	48,555	60,530
Total Expenses	3,055,494	3,627,219	3,823,739
Operating Surplus(Deficit)	814,264	41,837	(364)

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	-	-	15,000
81010 - Capital, Vehicles CIST	-	-	225,000
81020 - Capital, Projects	-	59,490	56,000
81030 - Capital, Assets	-	17,000	20,000
81060 - Capital Equipment & Furniture	2,509	4,250	20,000
Total Expenditures	2,509	80,740	336,000
Unrestricted Cash	2,509	80,740	111,000
Transfer From CIST	-	-	225,000
Total Funding Sources	2,509	80,740	336,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	814,264	41,837	(364)

2024 Line Item Budget

Fund 100 - Fire

Fire



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40120 - Taxes - Cigarette Sales	30,531	26,190	26,917
40161 - Taxes - 3/4-Cent Public Safety	1,533,451	1,569,873	1,585,573
42503 - Inspection Fees	1,174	2,000	-
44102 - Impact Fees	5,944	-	-
47000 - Interest Revenue	-	-	18,000
48100 - Refunds & Reimbursements	556	-	-
48120 - Donations	150	-	-
49000 - Transfer In	1,983,315	2,186,996	2,217,780
Total Revenues	3,555,121	3,785,059	3,848,271
51010 - Salaries, Regular	1,173,446	1,412,912	1,818,270
51011 - Salaries, Regular - Indirect	-	-	247,794
51015 - Employee Reimbursements	-	-	5,341
51016 - Employee Reimbursements - Indirect	-	-	1,302
51020 - Salaries, Temporary	-	1,500	1,500
51040 - Salaries, Overtime	96,263	130,000	135,000
51050 - Salaries, Reserves	-	2,000	-
52010 - Insurance, Group	130,056	157,703	233,695
52011 - Insurance, Group - Indirect	-	-	22,539
52020 - Payroll Taxes	94,965	118,300	138,600
52021 - Payroll Taxes - Indirect	-	-	17,444
52030 - LAGERS	139,106	189,139	230,920
52031 - ICMA	89,025	138,863	163,644
52032 - LAGERS - Indirect	-	-	30,479
52033 - ICMA - Indirect	-	-	22,301
52040 - Tuition Reimbursement	45	2,000	3,000
52060 - Insurance, Workers Compensation	77,834	45,395	163,170
52061 - Insurance, Workers Compensation - Indirect	-	-	642
52070 - Other Employee Benefits	8,316	14,600	19,750
52080 - Employee Training	15,870	21,000	20,940
52090 - Uniforms	11,325	17,000	18,500
61040 - Legal Fees	-	2,250	2,500
62020 - Repairs & Maintenance	39,768	33,000	40,000
62021 - Repairs & Maintenance, Building	26,350	93,000	63,000
62022 - Repairs & Maintenance, Sirens	3,645	9,000	15,500
63010 - Insurance, Other than Employer	39,968	44,791	48,150
63020 - Communications	4,241	3,731	11,160
63040 - Printing/Graphics/Advertising	686	600	950
63050 - Travel/Mileage/Registrations	253	1,250	1,450
63060 - Dues & Subscriptions	2,293	8,000	9,685
64010 - Software Support & Licensing	12,260	21,250	37,900
64030 - IT Hardware & Upgrades	2,054	2,600	4,800
64040 - Computer & Software Training	-	3,000	-

65040 - Claims	4,127	-	2,000
Operating Budget	2022 Actuals	2023 Budget	2024 Budget
71010 - General Supplies & Materials	250	-	3,500
71015 - Supplies, Station	14,551	15,000	15,000
71020 - Postage & Freight	101	200	250
71030 - Fuel	23,318	27,500	27,500
71050 - Miscellaneous	400	5,000	4,000
71060 - Equipment & Furniture	-	-	18,100
71070 - Public Education	4,496	10,000	15,000
72040 - Safety Program	271	28,900	2,000
75010 - Utilities	28,371	41,000	42,500
91010 - Debt Payments	-	102,710	171,467
91020 - Bonds	-	72,409	-
99000 - Transfer - Admin Allocation	290,052	315,655	-
99100 - Transfer - Building Maintenance	7,344	12,324	16,067
99202 - Transfer Out	175,572	-	-
Total Expenses	2,516,622	3,103,582	3,847,312
Operating Surplus(Deficit)	1,038,499	681,477	959
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81020 - Capital, Projects	3,648	79,490	70,000
81030 - Capital, Assets FST	-	-	20,000
81060 - Capital Equipment & Furniture FST	25,423	-	52,000
Total Expenditures	29,071	79,490	142,000
Unrestricted Cash	29,071	79,490	-
Transfer From FST	-	-	142,000
Total Funding Sources	29,071	79,490	142,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	1,038,499	681,477	959

2024 Line Item Budget

Fund 320 - Fire Sales Tax



Fire Sales Tax

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40105 - Taxes - 1/8-Cent Fires Sales	520,408	524,994	530,244
47000 - Interest Revenue	7,406	19,463	20,000
Total Revenues	527,814	544,457	550,244
64010 - Software Support & Licensing	-	4,000	-
64030 - IT Hardware & Upgrades	-	8,800	-
91010 - Debt Payments	-	-	88,252
99202 - Transfer Out	88,256	88,255	142,000
Total Expenses	88,256	101,055	230,252
Operating Surplus(Deficit)	439,558	443,402	319,993
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81030 - Capital, Assets	291,584	348,000	-
81060 - Capital Equipment & Furniture	31,597	74,600	-
Total Expenditures	323,181	422,600	-
Restricted Cash	323,181	422,600	-
Total Funding Sources	323,181	422,600	-
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	439,558	443,402	319,993

2024 Line Item Budget

Fund 210 - Parks & Recreation



Recreation, Aquatics, Senior Center, Park Maintenance, Facility Maintenance

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40102 - Taxes - 1/4-Cent Recreation	1,040,591	1,050,080	1,060,581
40103 - Taxes - 1/4-Cent Capital Improvement	1,040,591	1,050,080	1,060,581
40106 - Taxes - 1/4-Cent Greene County	940,497	1,084,407	1,099,225
40140 - Taxes - Railroad & Utility	6,625	6,750	7,000
40200 - Real Property - Current Year	310,504	279,358	360,095
40202 - Real Property - Prior Year	1,442	9,405	3,237
40310 - Business Surtax	16,384	16,500	20,000
40400 - Interest on Taxes	464	1,000	1,000
43500 - State Grants	-	-	75,535
44805 - NSF Fees	25	-	-
45115 - Basketball Program, Youth	50,215	50,000	56,000
45116 - Basketball Program, Adult	1,385	-	-
45120 - Baseball Program	35,767	46,550	43,500
45125 - Lacrosse Program	-	-	11,000
45130 - Flag Football Program	5,522	7,900	7,500
45135 - Archery Program	5,896	6,000	3,600
45170 - Soccer Program, Youth	43,389	48,400	53,000
45175 - Softball Program, Adult	3,940	7,600	10,500
45176 - Softball Program, Youth	13,375	17,400	19,500
45180 - Swimming Program	23,574	28,000	17,500
45185 - TigerSharks Swim Team	-	8,000	10,500
45190 - Volleyball Program, Youth	10,329	10,500	16,000
45200 - Miscellaneous Programs	30,130	30,000	23,000
45210 - Cheer/Dance Program	-	-	9,500
45300 - Summer Recreation Day Camps	19,212	32,000	25,000
45350 - Tournaments & Camps	24,535	33,000	20,000
45400 - Special Events	124,457	131,500	144,000
45449 - Admissions - Indoor Athletics	52,829	50,000	97,500
45450 - Admissions - Aquatics	297,765	297,500	565,000
45451 - Admissions, Baseball	56,549	60,000	105,000
45500 - Concessions, Recreation	90,218	87,500	115,000
45501 - Concessions, Aquatics	88,295	87,500	160,000
47000 - Interest Revenue	8,097	202,034	78,079
48110 - Miscellaneous Revenue	23,363	21,000	6,000
48120 - Donations	388	500	500
48500 - Rental Income	(225)	2,100	-
48501 - Rental Income, Senior Center	7,235	5,000	7,000
48502 - Rental Income Aquatic Center	32,251	38,500	64,000
48503 - Rental Income, Cox Community Center	347,564	223,000	237,500
49300 - Recreation (Janitorial)	72,144	58,147	72,929
49301 - Parks (Janitorial)	48,096	123,329	122,744
49505 - Bond Proceeds	-	9,920,000	-
Total Revenues	4,873,417	15,130,541	5,788,607

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
51010 - Salaries, Regular	1,037,790	1,168,272	1,332,979
51011 - Salaries, Regular - Indirect	-	-	393,947
51015 - Employee Reimbursements	-	-	6,679
51016 - Employee Reimbursements - Indirect	-	-	2,071
51020 - Salaries, Temporary	340,340	366,500	729,928
51030 - Salaries, Part Time	3,053	-	-
51040 - Salaries, Overtime	26,589	15,500	19,440
51061 - Salaries, Basketball Youth	36,676	41,000	32,300
51062 - Salaries, Baseball & Softball	31,799	28,000	23,895
51063 - Salaries, Summer Recreation Camp	12,086	14,000	11,820
51064 - Salaries, Youth Volleyball	5,118	8,500	8,315
51066 - Salaries, Soccer & Flag Football	19,330	24,800	22,768
51067 - Salaries, Concession	21,662	25,000	31,200
51069 - Salaries, Tournaments & Camps	1,009	-	-
51070 - Salaries, Adult Sports	498	2,920	3,043
51071 - Salaries, Programs & Events	99,848	137,250	33,599
51072 - Salaries, Kickball	420	-	-
51075 - Salaries, Archery Program	4,001	6,500	2,968
51076 - Salaries, Adult Volleyball	832	-	-
51077 - Salaries, Gate	-	-	13,200
52010 - Insurance, Group	121,975	136,612	176,204
52011 - Insurance, Group - Indirect	-	-	35,834
52020 - Payroll Taxes	121,563	140,461	162,648
52021 - Payroll Taxes - Indirect	-	-	27,733
52030 - LAGERS	115,042	154,420	163,956
52031 - ICMA	63,444	106,089	119,968
52032 - LAGERS - Indirect	-	-	48,456
52033 - ICMA - Indirect	-	-	35,455
52040 - Tuition Reimbursement	8,316	-	-
52050 - Unemployment Benefits	18	-	-
52060 - Insurance, Workers Compensation	52,354	68,618	71,109
52061 - Insurance, Workers Compensation - Indirect	-	-	1,020
52070 - Other Employee Benefits	19,201	16,000	19,000
52080 - Employee Training	21,575	12,950	25,500
52090 - Uniforms	20,128	20,500	29,500
61080 - Contract Operations	584,063	-	-
62020 - Repairs & Maintenance	29,232	100,500	69,500
62021 - Repairs & Maintenance, Building	64,198	62,480	55,000
62031 - Repairs & Maintenance, Pool	54,248	-	-
63010 - Insurance, Other than Employer	54,855	66,653	71,652
63020 - Communications	8,986	7,200	3,800
63040 - Printing/Graphics/Advertising	18,474	9,050	17,500
63050 - Travel/Mileage/Registrations	137	-	1,400
63060 - Dues & Subscriptions	20,827	17,000	21,000
64010 - Software Support & Licensing	20,253	18,500	29,500
65010 - Refunds	425	4,000	700

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
65020 - Credit Card & Online Fees	16,946	15,000	20,000
65040 - Claims	1,844	-	-
71005 - Supplies, Rentals & Party Packages	-	1,000	3,000
71008 - Supplies, Aquatic Programs	-	5,000	10,000
71009 - Supplies, TigerSharks Swim Team	-	2,500	4,500
71010 - General Supplies & Materials	123,423	42,900	73,900
71018 - Supplies, Grounds	66,758	87,500	72,000
71019 - Supplies, Concessions	-	67,000	95,000
71020 - Postage & Freight	724	-	100
71030 - Fuel	29,324	27,000	28,500
71040 - Equipment	22,718	12,800	12,500
71050 - Miscellaneous	10,136	-	1,000
71070 - Public Education	360	-	-
71090 - Chemicals	21,735	17,000	47,500
72010 - Soccer Program	12,810	14,000	10,200
72011 - Softball Program, Youth	2,116	2,500	1,500
72012 - Volleyball Program, Youth	2,818	2,500	1,800
72013 - Flag Football Program	2,505	1,500	1,400
72014 - Baseball Program	5,183	3,500	3,800
72015 - Miscellaneous Programs	21,073	13,500	12,500
72016 - Basketball Program, Youth	4,899	6,000	4,000
72018 - Adult Sports Programs	2,096	1,050	1,000
72019 - Volleyball Program, Adult	836	-	-
72020 - Summer Recreation Day Camps	5,754	6,750	9,500
72021 - Tournaments & Camps	15,754	15,000	9,500
72023 - Archery Program	793	2,000	1,500
72024 - Cheer/Dance	-	-	4,500
72025 - Lacrosse	-	-	6,500
72030 - Special Events	194,291	132,500	142,000
72040 - Safety Program	1,760	5,300	5,250
75010 - Utilities	174,559	148,700	214,500
91010 - Debt Payments	-	-	815,884
91012 - Lease Payments	4,800	505,300	5,300
91020 - Bonds	-	265,098	-
91030 - Debt Payments	-	104,356	-
99000 - Transfer - Admin Allocation	333,264	397,364	-
99900 - Transfer - Debt Fund	643,317	-	-
Total Expenses	4,762,959	4,683,893	5,473,221
Operating Surplus(Deficit)	110,458	10,446,648	315,386

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	42,520	66,000	-
81020 - Capital, Projects	194,837	-	119,000
81020 - Capital, Projects CIST	-	-	50,000
81020 - Capital, Projects Bond	-	6,386,001	6,325,399
81033 - Special Projects	750	-	-
81060 - Capital Equipment & Furniture	38,555	496,400	872,500
81062 - Capital, Fleet Vehicles	62,651	-	-
81077 - Playgrounds	6,684	-	-
Total Expenditures	345,998	6,948,401	7,366,899
Unrestricted Cash	345,998	562,400	991,500
Bond Proceeds	-	6,386,001	6,325,399
Transfer From CIST	-	-	50,000
Total Funding Sources	345,998	6,948,401	7,366,899
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	110,458	10,446,648	315,386

2024 Line Item Budget

Fund 220 - Streets

Streets



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40101 - Taxes - 1/2-Cent Transportation Sales	2,081,184	2,100,258	2,121,260
40130 - Taxes - State Motor Fuel	247,097	637,747	649,553
40131 - Taxes - State Motor Sales	114,597	286,667	290,998
40140 - Taxes - Railroad & Utility	3,781	4,000	4,000
40200 - Real Property - Current Year	177,359	159,592	205,724
40202 - Real Property - Prior Year	823	5,371	1,849
40310 - Business Surtax	9,349	10,064	11,000
40400 - Interest on Taxes	265	1,046	1,000
42503 - Inspection Fees	9,797	-	-
42508 - Right-of-Way Permits	36,000	13,000	5,000
43501 - Greene County Road & Bridge	151,098	170,116	175,000
44301 - Street Cuts	2,000	10,000	10,000
44302 - Street Signs	17,619	5,000	-
44303 - Construction Inspection Fees	-	15,000	7,500
47000 - Interest Revenue	28,272	113,230	50,000
48100 - Refunds & Reimbursements	9,224	320,000	-
48110 - Miscellaneous Revenue	4,574	-	-
Total Revenues	2,893,038	3,851,091	3,532,885
51010 - Salaries, Regular	710,735	769,577	925,831
51011 - Salaries, Regular - Indirect	-	-	119,475
51015 - Employee Reimbursements	-	-	7,680
51016 - Employee Reimbursements - Indirect	-	-	628
51040 - Salaries, Overtime	33,365	57,250	25,000
52010 - Insurance, Group	76,995	89,576	117,436
52011 - Insurance, Group - Indirect	-	-	10,867
52020 - Payroll Taxes	53,693	64,404	70,312
52021 - Payroll Taxes - Indirect	-	-	8,411
52030 - LAGERS	90,557	108,315	113,877
52031 - ICMA	52,783	74,414	83,325
52032 - LAGERS - Indirect	-	-	14,695
52033 - ICMA - Indirect	-	-	10,753
52050 - Unemployment Benefits	-	3,185	-
52060 - Insurance, Workers Compensation	27,437	15,639	55,648
52061 - Insurance, Workers Compensation - Indirect	-	-	309
52070 - Other Employee Benefits	3,627	3,700	-
52080 - Employee Training	4,045	6,000	10,000
52090 - Uniforms	10,394	6,200	6,200
61060 - Engineering Fees	-	-	50,000
61080 - Contract Operations	12,323	10,000	10,000
62020 - Repairs & Maintenance	79,015	100,000	100,000
62021 - Repairs & Maintenance, Building	78,556	40,000	20,000
63010 - Insurance, Other than Employer	18,054	28,875	31,041
63020 - Communications	1,812	2,314	2,000

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
63040 - Printing/Graphics/Advertising	495	850	1,000
63050 - Travel/Mileage/Registrations	124	500	1,000
63060 - Dues & Subscriptions	879	11,657	10,000
64010 - Software Support & Licensing	4,823	-	-
64020 - Computer Network & Internet Services	5,853	-	1,000
65040 - Claims	-	-	1,500
65060 - Operating Fees & Permits	105	500	500
71010 - General Supplies & Materials	19,284	23,000	20,000
71020 - Postage & Freight	23	350	500
71030 - Fuel	84,813	75,000	50,000
71050 - Miscellaneous	185	1,000	1,000
71060 - Equipment & Furniture	-	-	5,000
72040 - Safety Program	2,148	-	-
72060 - Mosquito Control Program	-	1,500	500
75010 - Utilities	238,104	260,000	250,000
81075 - Street Light & Poles	7,262	23,500	20,000
81076 - Street Resurfacing	482,072	-	500,000
91010 - Debt Payments	17,464	17,466	643,119
91020 - Bonds	48,121	114,988	-
91030 - Debt Payments	-	446,390	-
99000 - Transfer - Admin Allocation	120,024	206,039	-
99100 - Transfer - Building Maintenance	3,504	3,161	5,000
Total Expenses	2,288,674	2,565,350	3,303,608
Operating Surplus(Deficit)	604,365	1,285,742	229,277

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	129,907	182,000	100,000
81020 - Capital, Projects	3,833,728	1,220,000	950,000
81030 - Capital, Assets	2,010,287	855,000	-
81033 - Special Projects	52,593	1,350,400	3,300,000
81060 - Capital Equipment & Furniture	-	5,000	-
81072 - Easement Acquisitions	-	130,000	-
Total Expenditures	6,026,515	3,742,400	4,350,000
Unrestricted Cash	-	2,667,440	700,000
MM HWY Receipts	4,283,142	985,000	1,300,000
Reimbursements - OTO	-	-	2,000,000
Reimbursements	-	-	350,000
Bond Proceeds	1,743,373	89,960	-
Total Funding Sources	6,026,515	3,742,400	4,350,000
Operating Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	604,365	1,285,742	229,277

2024 Line Item Budget

Fund 510 - Water

Water



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
42508 - Right-of-Way Permits	1,175	13,000	5,000
42509 - Primacy Fee	1,005	-	-
44102 - Impact Fees	98,525	125,000	125,000
44303 - Construction Inspection Fees	21,027	24,000	20,000
44500 - Water Meter Installation	118,400	111,000	120,000
44501 - Sales - Residential	1,430,558	1,486,279	1,458,000
44502 - Sales - Commercial	512,875	515,192	675,937
44503 - Water Hauling	8	-	-
44504 - Hydrant Meters	69,640	25,000	35,000
44509 - Fire Hydrant Testing	1,610	2,000	2,000
44803 - Account Set-Up Fees	10,830	10,000	10,000
44804 - Late Fees	59,195	58,000	58,000
44805 - NSF Fees	560	-	-
47000 - Interest Revenue	40,760	49,891	40,000
48100 - Refunds & Reimbursements	309,318	100,000	80,000
48400 - Lease Income	90,410	75,000	50,000
Total Revenues	2,765,894	2,594,362	2,678,937
51010 - Salaries, Regular	520,220	600,238	898,979
51011 - Salaries, Regular - Indirect	-	-	111,065
51015 - Employee Reimbursements	-	-	7,740
51016 - Employee Reimbursements - Indirect	-	-	584
51040 - Salaries, Overtime	27,352	37,850	20,000
52010 - Insurance, Group	63,788	68,006	117,435
52011 - Insurance, Group - Indirect	-	-	10,103
52020 - Payroll Taxes	43,239	48,814	68,401
52021 - Payroll Taxes - Indirect	-	-	7,819
52030 - LAGERS	250,850	83,590	110,574
52031 - ICMA	39,167	57,428	80,908
52032 - LAGERS - Indirect	-	-	13,661
52033 - ICMA - Indirect	-	-	9,996
52060 - Insurance, Workers Compensation	15,397	32,521	39,374
52061 - Insurance, Workers Compensation - Indirect	-	-	288
52070 - Other Employee Benefits	3,992	3,700	3,500
52080 - Employee Training	8,490	6,000	5,000
52090 - Uniforms	9,177	6,200	6,200
61060 - Engineering Fees	-	-	5,000
61080 - Contract Operations	15,683	5,400	5,000
62020 - Repairs & Maintenance	39,455	60,000	60,000
62025 - Repairs & Maintenance, System	178,789	250,000	250,000
63010 - Insurance, Other than Employer	24,788	36,275	38,996
63020 - Communications	5,818	-	-
63040 - Printing/Graphics/Advertising	538	1,000	500

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
63050 - Travel/Mileage/Registrations	350	750	500
63060 - Dues & Subscriptions	16,559	23,712	25,000
64010 - Software Support & Licensing	13,208	-	-
64020 - Computer Network & Internet Services	5,853	-	1,000
64030 - IT Hardware & Upgrades	393	-	1,000
65020 - Credit Card & Online Fees	42,530	45,000	45,000
65040 - Claims	-	500	500
65060 - Operating Fees & Permits	105	-	500
71010 - General Supplies & Materials	13,369	16,000	15,000
71020 - Postage & Freight	400	750	2,000
71030 - Fuel	52,260	51,000	45,000
71050 - Miscellaneous	285	800	600
71060 - Equipment & Furniture	-	-	4,000
71090 - Chemicals	8,469	13,000	10,000
72040 - Safety Program	825	-	-
75010 - Utilities	242,733	265,000	250,000
81070 - Meters	59,122	117,000	100,000
91010 - Debt Payments	1,395	275,272	396,539
91020 - Bonds	(22,006)	118,283	-
99000 - Transfer - Admin Allocation	118,116	150,478	-
99100 - Transfer - Building Maintenance	5,184	3,161	2,000
99200 - Transfer - Utility Billing	174,343	189,159	-
Total Expenses	1,980,237	2,566,886	2,769,761
Operating Surplus(Deficit)	785,657	27,476	(90,824)

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	(144,152)	106,000	-
81020 - Capital, Projects	-	120,000	-
81021 - Capital Projects,	-	594,000	-
81030 - Capital, Assets	286,467	780,000	-
81060 - Capital Equipment & Furniture	9,740	5,000	-
Total Expenditures	152,055	1,605,000	-
Unrestricted Cash	9,740	416,611	90,824
Bond Proceeds	142,315	1,188,389	-
Total Funding Sources	152,055	1,605,000	90,824
Capital Surplus(Deficit)	-	-	90,824
Fund Surplus(Deficit)	785,657	27,476	(0)

2024 Line Item Budget

Fund 520 - Wastewater



Wastewater

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
42508 - Right-of-Way Permits	-	13,000	3,000
44102 - Impact Fees	252,650	316,000	250,000
44303 - Construction Inspection Fees	20,927	20,000	20,000
44502 - Sales - Commercial	1,144,214	1,526,719	1,449,547
44505 - Sales - Residential	3,130,708	4,338,068	4,037,803
44804 - Late Fees	30,295	26,250	26,250
47000 - Interest Revenue	395,865	1,001,969	786,993
48100 - Refunds & Reimbursements	1,356,117	1,000	1,000
48130 - Collections	10,912	-	-
Total Revenues	6,341,688	7,243,006	6,574,593
51010 - Salaries, Regular	804,752	913,579	1,040,081
51011 - Salaries, Regular - Indirect	-	-	134,989
51015 - Employee Reimbursements	-	-	8,100
51016 - Employee Reimbursements - Indirect	-	-	709
51040 - Salaries, Overtime	37,787	57,850	30,000
52010 - Insurance, Group	86,778	96,766	124,524
52011 - Insurance, Group - Indirect	-	-	12,279
52020 - Payroll Taxes	59,253	74,315	79,062
52021 - Payroll Taxes - Indirect	-	-	9,503
52030 - LAGERS	342,189	127,257	127,930
52031 - ICMA	54,206	87,428	93,607
52032 - LAGERS - Indirect	-	-	16,604
52033 - ICMA - Indirect	-	-	12,149
52060 - Insurance, Workers Compensation	11,039	7,082	38,513
52061 - Insurance, Workers Compensation - Indirect	-	-	350
52070 - Other Employee Benefits	4,649	3,700	3,500
52080 - Employee Training	6,113	8,000	5,000
52090 - Uniforms	9,507	6,200	6,200
61010 - Professional Fees	-	-	2,500
61060 - Engineering Fees	231,408	2,000,400	-
61080 - Contract Operations	506,728	15,000	5,000
62020 - Repairs & Maintenance	121,496	381,250	150,000
62025 - Repairs & Maintenance, System	112,699	163,750	100,000
63010 - Insurance, Other than Employer	49,380	60,915	65,483
63020 - Communications	6,968	-	2,500
63040 - Printing/Graphics/Advertising	495	750	750
63050 - Travel/Mileage/Registrations	319	600	600
63060 - Dues & Subscriptions	1,170	14,400	10,000
63083 - Lab Testing	20,617	23,000	20,000
63084 - Sludge Disposal	35,904	25,000	30,000
64010 - Software Support & Licensing	8,842	10,000	10,000
64020 - Computer Network & Internet Services	5,853	1,000	1,000

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
64030 - IT Hardware & Upgrades	5,870	10,000	10,000
65010 - Refunds	10,912	-	-
65020 - Credit Card & Online Fees	78,349	75,000	75,000
65040 - Claims	-	500	500
65060 - Operating Fees & Permits	419	-	1,000
65070 - Primacy Fee	-	-	3,000
71010 - General Supplies & Materials	40,879	24,000	25,000
71017 - Supplies, Lab	11,631	15,000	15,000
71020 - Postage & Freight	1,430	1,100	3,000
71030 - Fuel	26,327	28,000	20,000
71050 - Miscellaneous	320	550	-
71090 - Chemicals	5,254	14,000	10,000
72040 - Safety Program	8,030	-	1,000
72050 - I&I Reduction Program	16,690	194,000	200,000
75010 - Utilities	404,867	500,000	400,000
81070 - Meters	72,486	117,000	100,000
81073 - WWTP	126,686	-	-
91010 - Debt Payments	129,115	2,941,480	2,945,038
91020 - Bonds	1,277,886	-	-
99000 - Transfer - Admin Allocation	201,252	307,364	-
99100 - Transfer - Building Maintenance	5,184	10,836	5,000
99200 - Transfer - Utility Billing	174,343	181,484	-
Total Expenses	5,116,084	8,498,556	5,954,471
Operating Surplus(Deficit)	1,225,604	(1,255,550)	620,122

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	6,504	165,000	250,000
81029 - Hankins/Brookline LS	-	1,077,000	-
81030 - Capital, Assets	691,801	780,000	-
81031 - Capital, WWTP Upgrades (2022 Bond)	-	19,750,000	51,923,850
81060 - Capital Equipment & Furniture	635	22,000	10,000
Total Expenditures	698,940	21,794,000	52,183,850
Unrestricted Cash	698,940	967,000	260,000
Bond Proceeds	-	20,827,000	23,742,550
Reimbursements DNR	-	-	28,181,300
Total Funding Sources	698,940	21,794,000	52,183,850
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	1,225,604	(1,255,550)	620,122

2024 Line Item Budget

Fund 330 - Stormwater

Stormwater



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
47000 - Interest Revenue	5,749	12,672	18,500
Total Revenues	5,749	12,672	18,500
Operating Surplus(Deficit)	5,749	12,672	18,500
Fund Surplus(Deficit)	5,749	12,672	18,500

2024 Line Item Budget

Fund 310 - CIST

CIST



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40107 - Taxes - 1/4-Cent CIST	1,040,593	1,050,080	1,060,581
43100 - Federal Grants	3,038,533	132,517	-
43503 - Greene County Municipal Projects	14,285	14,285	-
47000 - Interest Revenue	7,985	4,000	15,000
Total Revenues	4,101,396	1,200,882	1,075,581
61060 - Engineering Fees	7,750	80,000	-
99202 - Transfer Out	-	-	275,000
99300 - Transfer Out - Streets	-	-	400,000
Total Expenses	7,750	80,000	675,000
Operating Surplus(Deficit)	4,093,646	1,120,882	400,581

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	50,121	-	-
81022 - Special Projects, Shuyler Creek Trail	16,029	170,000	-
81023 - Special Projects, East Hines St	128,618	710,000	-
81024 - Special Projects, Sawyer Park	562,056	500,000	-
81025 - Special Projects, Signs	4,419	-	-
81027 - Special Projects, Main Street Revitalization	7,469	-	-
81028 - Capital, Project Stormwater	-	535,000	-
81029 - Hankins/Brookline LS	14,563	-	-
81051 - Special Projects, IT Upgrades (PARA)	145,986	-	-
81052 - Special Projects, JR Martin Blvd (PARA)	119,039	-	-
81053 - Special Projects, Sawyer Park (PARA)	297,844	-	-
81054 - Special Projects, ADA/PPE Upgrades (PARA)	55,468	-	-
81055 - Special Projects, Brookline S. Liftstation (PARA)	327,231	-	-
81056 - Special Projects, Cares Act Police	206,021	-	-
81057 - Special Projects, Cares Act Fire	-	-	-
81058 - Special Projects, Other ARPA	83,164	-	-
81060 - Capital Equipment & Furniture	2,205	-	-
81062 - Capital, Fleet Vehicles	298,829	240,000	-
Total Expenditures	2,319,063	2,155,000	-
CIST Cash	2,319,063	2,155,000	-
Total Funding Sources	2,319,063	2,155,000	-
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	4,093,646	1,120,882	400,581

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-57 An Ordinance of the City Council Amending Title VIII, Fees, Chapter 805, Sections 805.010 ("Credit Card Processing Fee"), 805.030 ("Alcoholic Beverages"), 805.040 ("Animals"), 805.050 ("Buildings And Zoning"), 805.060 ("Business"), 805.070 ("Fire Protection And Prevention"), 805.080 ("Parks And Recreation Fees"), 805.090 ("Special Event Fees"), and 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri.

Submitted By: Jared Keeling, Assistant City Administrator/Parks and Recreation Director
Andrew Nelson, Assistant City Administrator-Community Development

Date: November 7, 2023

Issue Statement

To amend the city-wide fees as part of the annual budget review process.

Discussion and/or Analysis

BUILDS Department changes:

Electronic Payment Financing Surcharge: Changed to 3% across for Alcohol Licensing, Animal Control, Building and Zoning, Business Licensing, and Special Events

Animal Control:

- Added Impound Claiming Fee for First Time Offenders: \$25
- Added Owner Surrender Fee (Single Animal): \$30
- Added Owner Surrender Fee (litters under 3 months): \$50

Building Fees:

- Development Plan: Increased Fees from \$1000 to \$1250
- Added Engineering Review/Inspection: Directed Reimbursement
- Street Sign Only (Total): Revised to Direct Reimbursement to the City from \$419.50
- Street/Stop Sign (Combo): Revised to Direct Reimbursement to the City from \$482.50
- Single 30" HIP Stop Sign (Total): Revised to Direct Reimbursement to the City from \$324.50
- Single 18"x24" 30 MPH Sign (Total): Revised to Direct Reimbursement to the City from \$296.50
- Utility Pole Install: Revised to Direct Reimbursement to the City from \$320

Misc. Permits:

- Swimming Pool Permit: Increased Fees from \$100 to \$150
- Fence Permit: Increased Fees from \$20 to \$25



- Added Occupancy with Change of Use Inspections: \$100
- Ground Level Porch/Deck: Increased Fees from \$20 to \$25
- Added Solar MEP Permit: \$100

Excavation Permits:

- ROW for Non-Adjacent Property Owner: Increased Fees from \$100 to \$110
- ROW, Cost Per Boring: Increased Fee from \$100 to \$150

Utility Billing:

- Updated the sewer rates based upon the annual increases projected in Ordinance 21-20 that was approved on April 20, 2021, with the public hearing held on April 6, 2021.
- Added water rate updates for 2023-2027.

Parks and Recreation Department changes:

Athletics:

- Clarified fees to reflect per team as opposed to per player.

Aquatics:

- Updated fees to include expansion areas, increased operating costs from the expansion, and significant increase in staffing needs.
- Updated party rates and various changes made to the party packages.

General:

- Various changes to community programming options and pricing based on this year's participation.
- Rental updates and minor special events edits.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VIII, CHAPTER 805, SECTIONS 805.010 ("CREDIT CARD PROCESSING FEE"), 805.030 ("ALCOHOLIC BEVERAGES"), 805.040 ("ANIMALS"), 805.050 ("BUILDINGS AND ZONING"), 805.060 ("BUSINESS"), 805.070 ("FIRE PROTECTION AND PREVENTION"), 805.080 ("PARKS AND RECREATION FEES"), 805.090 ("SPECIAL EVENT FEES") 805.100 ("UTILITY ADMINISTRATION") 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 collects fees for various services and programs it provides within the City ("Fees") in order to help defray the costs of offering such services and programs; and

WHEREAS, the Fees are codified at Chapter 805 of the Republic Municipal Code; and

WHEREAS, the City has determined it necessary to make certain adjustments to the Fees as a result of rising costs of both materials and labor utilized in providing the above-referenced services and programs; and

WHEREAS, the Fees, as adjusted, will become effective on January 1, 2024, and Chapter 805 must be amended accordingly; and

WHEREAS, City Council finds that amendment of Chapter 805 of the Municipal Code is necessary and appropriate to accurately reflect the Fees, as adjusted, and that such amendment is in the best interests of the City and its citizens as it will enable the City to continue providing the services and programs to the citizens without interruption while simultaneously ensuring the most efficient and transparent means of communicating the adjusted Fees to the citizens.

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 805.030 "Alcoholic Beverages", Section 805.040 "Animals", Section 805.050 ("Buildings and Zoning"), Section 805.060 ("Business"), Section 805.070 ("Fire Protection and Prevention"), Section 805.080 ("Parks and Recreation Fees"), Section 805.090 ("Special Event Fees"), and Section 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri, is hereby **amended** to read as follows:

Chapter 805 Fee Schedule

805.010 Credit Card Processing Fee

A surcharge or convenience fee of ~~1.73~~3% if hereby imposed on any credit or debit card payment received by the City, for any fees under Sections 805.030, 805.040, 805.050, 805.060, 805.070 and, 805.090 when the City also accepts alternative methods of payment at no costs. This surcharge or convenience fee is to offset the costs associated with the acceptance of credit cards and when such surcharge or convenience fee is charged, the fee shall be posted at the point of sale.

BILL NO. 23-57

ORDINANCE NO. 23-

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)
Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)

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Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before June 1	605.010(D)
Late Fee	\$25.00	If paid after June 1	605.010(D)
Liquor Catering Permit	\$20	Per Day	600.040.3(c)
Temporary License	Cost of Associated License x 90/365		600.040.4

805.040 Animals

Animal Control			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
<u>Impoundment Claiming Fee (1st time offender)</u>	<u>\$25.00</u>		<u>Section 210.190(A)</u>
Impoundment Claiming Fee	\$50.00		Section 210.190(A)
Boarding Fee	\$10.00	Per day	Section 210.190(A)
Barn Cat Adoption	\$25		

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Adoption Fee	\$75.00		Section 210.190(A)
Micro-chip Identification Fee	\$15.00		Section 210.190(A)
Adoption Fee Discounted (Cats)	\$30.00		
Adoption Fee Discounted (Dogs)	\$40.00		
<u>Owner Surrender Fee (single animal)</u>	<u>\$30.00</u>	<u>Cat/Dog</u>	<u>Section 210.210</u>
<u>Owner Surrender Fee (litters under 3 months of age)</u>	<u>\$50.00</u>	<u>Litter</u>	<u>Section 210.210</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.73.0%	Per credit card/debit card transaction. <u>Surcharge assessed for entire transaction.</u>	
Development Plan Review	\$1250 1000	Cost of review <u>Due at time of application</u>	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid <u>Due at time of receipt of application</u>	Section 405.230(A)(2)
Architectural Review: Third Party Architectural Review Internal Architectural Plan Review (may be offered subject to availability)	Direct Reimbursement of Consultant \$50 per Hour	Cost of T third- P party R review Cost of Review <u>Due prior to Final Inspection</u>	

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<u>Engineering Review/Inspection:</u> <u>Third Party Engineer Review and/or inspection</u>	<u>Direct Reimbursement of Consultant</u>	<u>Cost of third-party review and/or inspection(s)</u>	
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each DNR Water Sampler Installation \$760		Section 410.210(F)
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

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Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Street Sign Only (Total)	\$419.50 <u>Direct Reimbursement of the City</u>	<u>Cost of material</u>	Section 410.210(F)
Street/Stop Sign (Combo)	\$482.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 30" HIP Stop Sign (Total)	\$324.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 18" x 24" 30 MPH Sign (Total)	\$296.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Utility Pole Install	\$320.00 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)

Annexation

Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review <u>Due at time of application</u>	Section 435.010(A)

Miscellaneous Fees

Fee Name	Fee Amount	Fee Units	Code Section
Zoning Verification	\$25	<u>Due at time of request</u>	

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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)

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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	\$150.00 100.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Demolition Permit	\$50.00	<u>Due at time of application</u>	Section 500.050(E)(9)
Occupancy Change Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Occupancy with Change of Use Inspection(s)</u>	<u>\$100.00</u>	<u>Due at time of application</u>	<u>Section 500.050(E)(9)</u>
Ground Level Porch/Deck Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Temporary Structures Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Solar M/E/P Permit</u>	<u>\$100.00</u>	<u>Due at time of permitting</u>	<u>Section 500.050(E)(9)</u>

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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		
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

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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	\$100 110	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Cost Per Pit	
Right Of Way (ROW)	\$100 150	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	<u>Due at time of application</u>	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee <u>Due at time of application</u>	Section 515.050(I)(5)(a)
Administrative and Zoning Fee	\$500.00	Per Wireless Antenna <u>Due at time of application</u>	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna <u>Due at time of application</u>	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole	Section 525.070(C)(2)

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		<u>Due at time of application</u>	
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)

805.060 Business

Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Business License Late Fee	\$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	\$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	\$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	\$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee - Banks and Manufacturing	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - All Other Business	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - Home Based Business	\$25.00	<u>Due at time of application</u>	Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	\$100.00	\$1.00 Each Additional Unit <u>Due at time of application</u>	Section 605.015
Hotels and motels, first (1st) unit	\$100.00	\$1.00 Each Additional Unit	Section 605.015

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		<u>Due at time of application</u>	
Prorating of License Fees	Prorated fee of \$25.00	If paid after September 30	Section 605.020
License Alteration Request	\$20	<u>Due at time of request</u>	

Itinerant Merchant Licenses

Fee Name	Fee Amount	Fee Units	Code Section
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	\$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one-half (1 ½) ton	\$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over one and one-half (1 ½) ton	\$100.00	Per year or fraction	Section 605.110(A)(3)

Solicitors and Canvassers Licenses

Fee Name	Fee Amount	Fee Units	Code Section
Identification Card/Annual Application Fee	\$100.00	<u>Due at time of application</u>	Section 610.040(A)(4)
Solicitor Quarterly Permit	\$50.00	For 90 days <u>Due at time of application</u>	Section 610.040(A)(4)
Background for Solicitors	Actual Cost		Section 610.080

Massage Business Licenses

Fee Name	Fee Amount	Fee Units	Code Section
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Massage Business License	\$50.00	Annual <u>Due at time of application</u>	Section 615.030(A)
Prorated Massage Business License	\$25.00	New business commencing business in the last quarter of the year	Section 615.030(A)

Pawnshop & Pawnbroker Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Investigation Fee - New Pawn Shop	\$500.00		Section 630.020(C)(6)(a)
Second License or Additional Pawnshop License	\$250.00	If applicant is unlicensed at the time of applying for the pawnshop license	Section 630.020(C)(6)(a)
Annual Fee	\$500.00		Section 630.020(C)(6)(c)
Renewal License	\$500.00		Section 630.020(I)

805.070 Fire Protection And Prevention Edit

Fireworks Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Fire Department Inspection Fee	\$25 minimum with (\$.08) per square foot	Structures and tents over five hundred (500) square feet	Section 205.071
Licensed Firework Display Site Review	\$100.00		

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Permit Name	Fee Amount	Fee Description	Code Section
Alarm Permit	\$30.00	Administrative Fee	207.070(B)
Amended Alarm Permit	\$15.00	Administrative Fee	Section 207/070(C)
Schedule of Commercial Permit Fees			
Fire Alarm Acceptance (150,000 SF or less)	\$50.00		
Fire Alarm Acceptance (greater than 150,000 SF)	\$100.00		
Sprinkler System Testing (30,000 SF or less)	\$100.00		
Sprinkler System Testing (30,000-500,000 SF)	\$200.00		
Sprinkler System Testing (greater than 500,000 SF)	\$300.00		
Fire Pump Acceptance	\$100.00		
Alternative Suppression (Hood "Trip Test")	\$50.00		
Blasting Fees (Magazine Inspection and Placement)	\$100.00	<u>Due at time of application</u>	
Re-Inspection Fee (After Two Inspections)	\$50.00 per hour (one hour minimum)		

805.080 Parks And Recreations Fees**ATHLETICS**

Athletics - Youth Athletic Leagues (Section 240.010)		
Fee Name	Resident	Non-Resident
Youth Boys Basketball (R)	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Pee Wee Hoops	\$200/ <u>Team</u>	\$225/ <u>Team</u>

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Winter Youth Volleyball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U4/U5)	\$35 Per Player <u>\$175/Team</u>	<u>\$200/Team</u> \$40 Per Player
Spring <u>& Fall</u> Youth Soccer (U6)	<u>\$200/Team</u> 35 Per Player	<u>\$225/Team</u> 40 Per Player
Spring <u>& Fall</u> Youth Soccer (U7/U8)	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U9/U10)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U11/U12)	\$375/ <u>Team</u>	\$400/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (Middle)	\$450/ <u>Team</u>	\$475/ <u>Team</u>
Youth Boys Baseball (6U)	<u>\$325/Team</u> 35 Per Player	<u>\$350/Team</u> 40 Per Player
Youth Boys Baseball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Youth Girls Softball (6U)	<u>\$325/Team</u> 35 Per Player	<u>\$350/Team</u> 40 Per Player
Youth Girls Softball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Co-Ed Tot-Ball	<u>\$150/Team</u> 25 Per Player	<u>\$175/Team</u> 30 Per Player
Fall Youth Baseball <u>& Softball</u>	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Fall Youth Soccer (U4/U5)	\$35 Per Player	\$40 Per Player
Fall Youth Soccer (U6)	\$35 Per Player	\$40 Per Player
Fall Youth Soccer (U7/U8)	\$275	\$300
Fall Youth Soccer (U9/U10)	\$325	\$350
Fall Youth Soccer (U11/U12)	\$375	\$400
Fall Youth Soccer (Middle)	\$450	\$475
Youth Flag Football	<u>\$225/Team</u> 32.50 Per Player	<u>\$250/Team</u> 37.50 Per Player

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Fall Youth Volleyball	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Youth Girls Basketball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Futsal (U4/U5 Ages 7-13)	\$25 Per Player	\$25 Per Player
Futsal (U6/U8)	\$25 Per Player	\$25 Per Player
Futsal (U10/U12)	\$25 Per Player	\$25 Per Player
<u>Youth Cheer Program</u>	<u>\$60/Child</u>	
<u>Youth Dance Program</u>	<u>\$50/Child</u>	
End of Season Basketball Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament (U11/U12)	\$175 Per Team	\$175 Per Team
End of Season Spring Soccer Tournament (Middle)	\$200 Per Team	\$200 Per Team
End of Season Fall Soccer 3v3 Tournament	<u>\$125/Team</u> 20 Per Player	\$20 Per Player
End of Season Volleyball Tournament	\$150/- Per Team	\$150 Per Team
End of Season Baseball/Softball Tournament	\$160/- Per Team	\$160 Per Team
Adult Pickleball Tournament	\$25 Per Player	\$25 Per Player
Adult Cornhole Tournament	\$10 Per Player	\$10 Per Player

Athletics - Republic Tigers Lacrosse Fees (Section 240.010)

League/Program	Resident	Non-Resident
Middle School Boys	\$200 Per Player	N/A

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High School Boys	\$200/ <u>Player</u>	
High School Girls	<u>\$275/Player</u> 225	

Athletics - Adult Athletic League Fees (Section 240.010)

League/Program	Fee	Notes
Fall Adult Softball	\$300/Team	
Adult Volleyball	<u>\$275/Team</u> 300 Per Team	
Adult Kickball	<u>\$200/Team</u> 225 Per Team	

Athletics - Miscellaneous Fees (Section 240.010)

League/Program	Fee (12-64)	Fee (65+)
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Outdoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)
Youth & Adult Admission Fee (Indoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)

COMMUNITY PROGRAMMING**Community Programming - Toddler Programs (Section 240.010)**

Program	Program Duration	2023 Program Fee
Toddler Open Gym	35 Days	\$3/Day
Toddler Dance Party	12 Days	\$3/Day

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Toddler Art Class	12 Days	\$4/Day
Toddler Music Class	12 Days	\$43 /Day
Toddler Animal Encounters	9 12 Days	\$56 /Day
<u>Toddler Tumbling</u>	<u>12 Days</u>	\$3/Day
Toddler Tumbling <u>(4-Week Session)</u>	Multiple Sessions	\$25/Child 5/Day/Child

Community Programming - Youth Programming (Section 240.010)

Program	Program Duration	2022 4 Program Fee
Okinawan Karate	18 Per Session	\$85 90/Initial Family \$7 50 /Add. Family \$50 Uniform Fee
Youth Cheer Program	\$45 Per Person	
Youth Dance Program	\$45 Per Person	
Summer Camps - Upgraded	64 Weeks	\$250/Child 200/Week \$10-\$40 Late Pick-Up Fee
Homeschool Gym	N/A	\$3/Class

Community Programming - Senior Citizen Programming (Section 240.010)

Program	Class Duration	Program Fee
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program

Community Programming - Miscellaneous (Section 240.010)

Program	Class Duration	Program Fee
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100 Mile Walking Club	N/A	Free Program
Community CPR/First Aid Classes	3 Days	\$60/Class
Mini Camps & Clinics	36	\$10-\$50
<u>Youth & Family Programming</u>	<u>N/A</u>	<u>\$10-\$30/Person/Program</u>
<u>Adult Programming</u>	<u>N/A</u>	<u>\$15-\$50/Person/Program</u>

SPECIAL EVENTS

Community Programming - Special Events (Section 240.010)	
Program	2023 Program Fee
Father/Daughter Dance	\$30/Couple \$15/Additional
Easter Egg Hunt	Free Event
Community Yard Sale	\$20/Booth
Amp Events (8)	\$1.00/Ticket
Have-A-Blast Celebration	Free Event
Youth Tigger Triathlon	\$25/Early \$30/Late
Adult Tiger Triathlon	Super Sprint: \$45/\$50 Sprint: \$70/\$75 Double: \$80/\$90
got Mud? Run (Youth & Family)	\$30/Early \$35/Mid \$40/Late
got Mud? Run (Adult)	\$40/Early \$45/Mid \$50/Late
BOOgie Bash	Free Event

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<u>Haunted Trail @ Brookline Park</u>	<u>\$10/Person</u>
Reindeer Run 5K	Early Registration (w/Gift): \$22 Early Registration (w/out Gift): \$30 Race Day Registration (w/ Gift): \$27 Race Day Registration (w/out Gift): \$35
Breakfast w/ Santa	\$5 6 Per Person

REPUBLIC AQUATIC CENTER

Community Programming - Admission/Season Passes (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Daily Admission Fee	\$7 10.00/Day	\$8 13.00/Day
<u>Rush Hour Admission Fee</u>	<u>\$7/Person</u>	<u>\$7/Person</u>
Huna Add-On	\$4 5/Day	\$4 5/Day
Non-Swimmer Fee	\$4 5/Day	\$4 5/Day
<u>Group Rate (20+)</u>	<u>\$7/Person</u>	<u>\$10/Person</u>
Season Passes	\$150 125/Initial \$40 30/Additional	\$180 145/Initial \$50 35/Additional

Community Programming - Programming (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Morning Splash Time	\$5/Day	
Morning Lap Time	\$5/Day	
<u>River Walk</u>	<u>\$5/Person</u>	
Glow Swim	\$6 8 Per Person	
Taco Tuesday	\$4 Per Person	

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Tye Dye Days	\$15 Per Person	
Pooch Plunge	\$15 10 Per Dog	
Group Swim (20+)	\$6/Day	
Parent/Child Starfish	\$40/Session	
Swimming Lessons	30 Minute Private Lesson- \$40 1 Hour Private Lesson-\$60 1 Hour Semi-Private Lesson-\$30 Per Child 1 Hour Family Lesson-\$60 First Child, \$25 for each additional child	
Aqua Yoga	\$10/Class	
Tiger Sharks Swim Team	\$100/Person 90	

Community Programming - Facility Rentals (Section 240.010)

Fee Name	Resident Fee	Non-Resident Fee
Theme Party Package (Mermaid/Shark)	\$175 (15 Swimmers) \$275 (30 Swimmers)	
Regular Party Package	\$275 150 (20 Guests 15 Swimmers) \$250 (30 Swimmers) 7 (Additional Guests)	
Facility Rental (Upper Portion) (<75)	\$800 375/ Two-Hour Rental	
Facility Rental (Lower Portion 76-150)	\$1,200 Two-Hour Rental 425/Hour	
Facility Rental (Full Facility >150)	\$2,000 Two-Hour Rental 475/Hour	
Terrace Rental (Weekday)	\$50/Day	
Terrace Rental (Weekend)	\$75/Day	
Huna Add-On	\$100/Hour	

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Huna Rental	\$150/Hour	
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FACILITY/EQUIPMENT RENTALS

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	Private Tournament
Full Court	\$30/Hour	\$45/Hour
Half Court	\$15/Hour	
Concession Stand (Private Tournaments)		\$1550/Day
Scoreboard Equipment (Private Tournaments)		\$30/Court/Day
After Hours Staffing Fee (Private Tournament)		\$15/Hour

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	
Community Room A	\$35/Hour	
Community Room B	\$45/Hour	
Community Room A&B	\$65/Hour	
Community Room C	\$25/Hour	
All Star & Tiny Tot Party PackagesParty Packages	\$200	
Unicorn & Nerf Party Packages	\$280	
8-Hour Lock-In (w/AB)	\$1,600	

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8-Hour Lock-In (w/out AB)	\$1,200
10-Hour Lock-In (w/AB)	\$2,000
10-Hour Lock-In (w/out AB)	\$1,500

Rentals - Gerry Pool Senior Friendship Center Rentals (Section 240.010)		
Description	Base Rental Fee	Additional Hour Fee
Banquet Room	\$100/4 Hours	\$10/Add'l Hour

Rentals - Pavilion (Section 240.010)		
Description	Base Rental Fee	Additional Hour Fee
Pavilion	\$10/Hour	

Rentals - Baseball/Softball Field Rentals (Section 240.010)	
Description	Base Rental Fee
Baseball/Softball Fields (Tournament)	\$150/Field/Day
Scoreboard (Tournaments)	\$30/Field/Day
Lights (Tournaments)	\$30/Field/Day
Concession Stand (Tournaments)	\$50/Day
On-Site Maintenance/Custodial (Tournaments)	\$17.50/Hour
Baseball/Softball Fields (Practice)	\$5/Field/Week
Rentals - Amphitheater Rentals (Section 240.010)	
Rental Type	Rental Fee

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Venue Only w/ Power	\$25/Hour
Sound Equipment Add-On	\$200/Day
Outdoor Movie Add-On	\$500/Day

Rentals - Equipment Rentals (Section 240.010)	
Rental Type	Rental Fee
Tiger Bounce House	\$25/Hour
Disc Golf	Free

805.090 Special Event Fees

Special Event Permit (Section 240.010)			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Application Fee	\$50.00	<u>Due at time of application</u>	Section 212.023
Vendor Permit Fee	Currently no fee		Section 212.023
Late Fee	\$25.00	Additional	Section 212.023

805.100 Utility Administration**UTILITY BILLING & ADMINISTRATION**

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)

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Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080
Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$8.09 <u>66</u> Surcharge 1,000 gallons \$3.81 <u>4.08</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$12.13 <u>98</u> Surcharge 1,000 Gallons \$5.71 <u>6.11</u>	Section 705.150(D)

Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170
8-inch water meter connection	\$2,000.00 Deposit	Section 705.170

Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section
Temporary Metering devices under 2"	\$500 Deposit	Section 705.180

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Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180
Extended Term Metering devices 2" or larger metering devices*	\$3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		

Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X 3/4 inches	\$900	Section 900 Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section 250 Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours)	\$25.00	Section 705.190(C)

Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section

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Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$25.57 <u>\$26.85</u> Surcharge 1,000 gallons \$15.19 <u>\$15.95</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$38.35 <u>\$40.27</u> Surcharge 1,000 Gallons \$22.81 <u>\$23.95</u>	Section 705.210
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250

Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or 3/4	\$250	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise

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		1 inch
1	\$1,600	Minimum fee for "R-3"
2	\$3,200	Multi-family
3	\$4,800	Multi-family
4 or Larger	\$6,500	

Sewer Impact Fees Section 705.250

Meter Size (inches)	Sewer Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$2,000	Minimum fee for "R-3"
2	\$5,000	Multi-family
3	\$13,500	Multi-family
4 or Larger	\$18,000	

Customer Responsibilities Pertaining to Water Services

Fee Description	Fee Amount	Code Section
Water Service Line Inspection	\$50	Section 710.290(D)

Sewer and Sewage Disposal

Fee Description	Fee Amount	Code Section
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)

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Sewer Rates 2023-2027					
	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate
Inside City Limits – Base Charge	\$25.57	\$26.85	\$28.19	\$29.60	\$31.08
Inside City Limits – Surcharge	\$15.19	\$15.95	\$16.75	\$17.59	\$18.46
Outside City Limits – Base Charge	\$38.35	\$40.27	\$42.28	\$44.40	\$46.62
Outside City Limits – Surcharge	\$22.81	\$23.95	\$25.14	\$26.40	\$27.72
<u>Water Rates 2023-2027</u>					
	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2025 Rate</u>	<u>2026 Rate</u>	<u>2027 Rate</u>
<u>Inside City Limits – Base Charge</u>	<u>\$8.09</u>	<u>\$8.66</u>	<u>\$9.26</u>	<u>\$9.45</u>	<u>\$9.64</u>
<u>Inside City Limits – Surcharge</u>	<u>\$3.81</u>	<u>\$4.08</u>	<u>\$4.36</u>	<u>\$4.45</u>	<u>\$4.54</u>
<u>Outside City Limits – Base Charge</u>	<u>\$12.13</u>	<u>\$12.98</u>	<u>\$13.89</u>	<u>\$14.17</u>	<u>\$14.45</u>
<u>Outside City Limits – Surcharge</u>	<u>\$5.71</u>	<u>\$6.11</u>	<u>\$6.54</u>	<u>\$6.67</u>	<u>\$6.81</u>

EXPLANATION -Matter in **bold-face** type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

- 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 are hereby specifically incorporated herein by reference.
- Section 5:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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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 _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Chapter 805 Fee Schedule**805.010 Credit Card Processing Fee**

A surcharge or convenience fee of ~~1.7~~3% if hereby imposed on any credit or debit card payment received by the City, for any fees under Sections 805.030, 805.040, 805.050, 805.060, 805.070 and, 805.090 when the City also accepts alternative methods of payment at no costs. This surcharge or convenience fee is to offset the costs associated with the acceptance of credit cards and when such surcharge or convenience fee is charged, the fee shall be posted at the point of sale.

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)

Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)
Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before June 1	605.010(D)
Late Fee	\$25.00	If paid after June 1	605.010(D)
Liquor Catering Permit	\$20	Per Day	600.040.3(c)
Temporary License	Cost of Associated License x 90/365		600.040.4

805.040 Animals

Animal Control			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		

<u>Impoundment Claiming Fee (1st time offender)</u>	<u>\$25.00</u>		<u>Section 210.190(A)</u>
Impoundment Claiming Fee	\$50.00		Section 210.190(A)
Boarding Fee	\$10.00	Per day	Section 210.190(A)
Barn Cat Adoption	\$25		
Adoption Fee	\$75.00		Section 210.190(A)
Micro-chip Identification Fee	\$15.00		Section 210.190(A)
Adoption Fee Discounted (Cats)	\$30.00		
Adoption Fee Discounted (Dogs)	\$40.00		
<u>Owner Surrender Fee (single animal)</u>	<u>\$30.00</u>	<u>Cat/Dog</u>	<u>Section 210.210</u>
<u>Owner Surrender Fee (litters under 3 months of age)</u>	<u>\$50.00</u>	<u>Litter</u>	<u>Section 210.210</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.73.0 3.0%	Per credit card/debit card transaction. <u>Surcharge assessed for entire transaction.</u>	
Development Plan Review	\$1250 1000	Cost of review <u>Due at time of application</u>	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid <u>Due</u> at time receipt of application	Section 405.230(A)(2)

<u>Architectural Review:</u> Third Party Architectural Review Internal Architectural Plan Review (may be offered subject to availability)	Direct Reimbursement of Consultant \$50 per Hour	Cost of T hird- P arty R eview Cost of Review <u>Due prior to Final Inspection</u>	
<u>Engineering Review/Inspection:</u> <u>Third Party Engineer Review and/or inspection</u>	<u>Direct Reimbursement of Consultant</u>	<u>Cost of third-party review and/or inspection(s)</u>	
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each DNR Water Sampler Installation \$760		Section 410.210(F)
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)	\$419.50 <u>Direct Reimbursement of the City</u>	<u>Cost of material</u>	Section 410.210(F)
Street/Stop Sign (Combo)	\$482.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 30" HIP Stop Sign (Total)	\$324.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 18" x 24" 30 MPH Sign (Total)	\$296.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Utility Pole Install	\$320.00 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Annexation			
Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review <u>Due at time of application</u>	Section 435.010(A)

Miscellaneous Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Zoning Verification	\$25	<u>Due at time of request</u>	
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	Requiring multiple inspections	Section 500.050(E)(7)(a)

	Multiplier X Area Modifier X .75		
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	\$ 150.00 100.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Permit	\$ 20 <u>25</u> .00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Demolition Permit	\$50.00	<u>Due at time of application</u>	Section 500.050(E)(9)
Occupancy Change Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Occupancy with Change of Use Inspection(s)</u>	<u>\$100.00</u>	<u>Due at time of application</u>	<u>Section 500.050(E)(9)</u>

Ground Level Porch/Deck Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Temporary Structures Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Solar M/E/P Permit</u>	<u>\$100.00</u>	<u>Due at time of permitting</u>	<u>Section 500.050(E)(9)</u>
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		
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	\$100 110	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Cost Per Pit	
Right Of Way (ROW)	\$100 150	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	<u>Due at time of application</u>	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee <u>Due at time of application</u>	Section 515.050(I)(5)(a)

Administrative and Zoning Fee	\$500.00	Per Wireless Antenna <u>Due at time of application</u>	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna <u>Due at time of application</u>	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole <u>Due at time of application</u>	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)

805.060 Business

Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Business License Late Fee	\$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	\$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	\$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	\$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee - Banks and Manufacturing	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - All Other Business	\$100.00	<u>Due at time of application</u>	Section 605.015

License Fee - Home Based Business	\$25.00	Due at time of application	Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	\$100.00	\$1.00 Each Additional Unit Due at time of application	Section 605.015
Hotels and motels, first (1st) unit	\$100.00	\$1.00 Each Additional Unit Due at time of application	Section 605.015
Prorating of License Fees	Prorated fee of \$25.00	If paid after September 30	Section 605.020
License Alteration Request	\$20	Due at time of request	
Itinerant Merchant Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	\$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one-half (1 ½) ton	\$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over one and one-half (1 ½) ton	\$100.00	Per year or fraction	Section 605.110(A)(3)
Solicitors and Canvassers Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Identification Card/Annual Application Fee	\$100.00	Due at time of application	Section 610.040(A)(4)
Solicitor Quarterly Permit	\$50.00	For 90 days Due at time of application	Section 610.040(A)(4)

Background for Solicitors	Actual Cost		Section 610.080
Massage Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Massage Business License	\$50.00	Annual Due at time of application	Section 615.030(A)
Prorated Massage Business License	\$25.00	New business commencing business in the last quarter of the year	Section 615.030(A)
Pawnshop & Pawnbroker Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Investigation Fee - New Pawn Shop	\$500.00		Section 630.020(C)(6)(a)
Second License or Additional Pawnshop License	\$250.00	If applicant is unlicensed at the time of applying for the pawnshop license	Section 630.020(C)(6)(a)
Annual Fee	\$500.00		Section 630.020(C)(6)(c)
Renewal License	\$500.00		Section 630.020(I)

805.070 Fire Protection And Prevention

Fireworks Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Fire Department Inspection Fee	\$25 minimum with (\$.08) per square foot	Structures and tents over five hundred (500) square feet	Section 205.071

Licensed Firework Display Site Review	\$100.00		
Schedule of License Fees			
Permit Name	Fee Amount	Fee Description	Code Section
Alarm Permit	\$30.00	Administrative Fee	207.070(B)
Amended Alarm Permit	\$15.00	Administrative Fee	Section 207/070(C)
Schedule of Commercial Permit Fees			
Fire Alarm Acceptance (150,000 SF or less)	\$50.00		
Fire Alarm Acceptance (greater than 150,000 SF)	\$100.00		
Sprinkler System Testing (30,000 SF or less)	\$100.00		
Sprinkler System Testing (30,000-500,000 SF)	\$200.00		
Sprinkler System Testing (greater than 500,000 SF)	\$300.00		
Fire Pump Acceptance	\$100.00		
Alternative Suppression (Hood "Trip Test")	\$50.00		
Blasting Fees (Magazine Inspection and Placement)	\$100.00	<u>Due at time of application</u>	
Re-Inspection Fee (After Two Inspections)	\$50.00 per hour (one hour minimum)		

805.080 Parks And Recreations Fees**ATHLETICS**

Athletics - Youth Athletic Leagues (Section 240.010)		
Fee Name	Resident	Non-Resident

Youth Boys Basketball (R)	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Pee Wee Hoops	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Winter Youth Volleyball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U4/U5)	\$35-Per Player \$175/ <u>Team</u>	\$200/Team \$40-Per Player
Spring <u>& Fall</u> Youth Soccer (U6)	\$200/Team 35-Per Player	\$225/Team 40-Per Player
Spring <u>& Fall</u> Youth Soccer (U7/U8)	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U9/U10)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U11/U12)	\$375/ <u>Team</u>	\$400/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (Middle)	\$450/ <u>Team</u>	\$475/ <u>Team</u>
Youth Boys Baseball (6U)	\$325/Team 35-Per Player	\$350/Team 40-Per Player
Youth Boys Baseball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Youth Girls Softball (6U)	\$325/Team 35-Per Player	\$350/Team 40-Per Player
Youth Girls Softball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Co-Ed Tot-Ball	\$150/Team 25-Per Player	\$175/Team 30-Per Player
Fall Youth Baseball <u>& Softball</u>	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Fall Youth Soccer (U4/U5)	\$35-Per Player	\$40-Per Player
Fall Youth Soccer (U6)	\$35-Per Player	\$40-Per Player
Fall Youth Soccer (U7/U8)	\$275	\$300
Fall Youth Soccer (U9/U10)	\$325	\$350
Fall Youth Soccer (U11/U12)	\$375	\$400

Fall Youth Soccer (Middle)	\$450	\$475
Youth Flag Football	\$225/Team 32.50 Per Player	\$250/Team 37.50 Per Player
Fall Youth Volleyball	\$275/Team	\$300/Team
Youth Girls Basketball	\$300/Team	\$325/Team
Futsal (U4/U5 <u>Ages 7-13</u>)	\$25 Per Player	\$25 Per Player
Futsal (U6/U8)	\$25 Per Player	\$25 Per Player
Futsal (U10/U12)	\$25 Per Player	\$25 Per Player
<u>Youth Cheer Program</u>	<u>\$60/Child</u>	
<u>Youth Dance Program</u>	<u>\$50/Child</u>	
End of Season Basketball Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament (U11/U12)	\$175 Per Team	\$175 Per Team
End of Season Spring Soccer Tournament (Middle)	\$200 Per Team	\$200 Per Team
End of Season Fall Soccer 3v3 Tournament	\$125/Team 20 Per Player	\$20 Per Player
End of Season Volleyball Tournament	\$150/ Per Team	\$150 Per Team
End of Season Baseball/Softball Tournament	\$160/ Per Team	\$160 Per Team
Adult Pickleball Tournament	\$25 Per Player	\$25 Per Player
Adult Cornhole Tournament	\$10 Per Player	\$10 Per Player
Athletics - Republic Tigers Lacrosse Fees (Section 240.010)		

League/Program	Resident	Non-Resident
Middle School Boys	\$200 Per Player	N/A
High School Boys	\$200/ <u>Player</u>	
High School Girls	<u>\$275/Player</u> 225	

Athletics - Adult Athletic League Fees (Section 240.010)

League/Program	Fee	Notes
Fall Adult Softball	\$300/Team	
Adult Volleyball	<u>\$275/Team</u> 300 Per Team	
Adult Kickball	<u>\$200/Team</u> 225 Per Team	

Athletics - Miscellaneous Fees (Section 240.010)

League/Program	Fee (12-64)	Fee (65+)
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Outdoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)
Youth & Adult Admission Fee (Indoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)

COMMUNITY PROGRAMMING
Community Programming - Toddler Programs (Section 240.010)

Program	Program Duration	2023 Program Fee
Toddler Open Gym	35 Days	\$3/Day

Toddler Dance Party	12 Days	\$3/Day
Toddler Art Class	12 Days	\$4/Day
Toddler Music Class	12 Days	\$4 3/Day
Toddler Animal Encounters	9 12 Days	\$5 6/Day
<u>Toddler Tumbling</u>	<u>12 Days</u>	<u>\$3/Day</u>
Toddler Tumbling (<u>4-Week Session</u>)	Multiple Sessions	<u>\$25/Child</u> 5/Day/Child

Community Programming - Youth Programming (Section 240.010)

Program	Program Duration	202 2 4 Program Fee
Okinawan Karate	18 Per Session	\$85 90/Initial Family \$75 0/Add. Family \$50 Uniform Fee
Youth Cheer Program	\$45 Per Person	
Youth Dance Program	\$45 Per Person	
Summer Camps - Upgraded	6 4 Weeks	<u>\$250/Child</u> 200 /Week \$10-\$40 Late Pick-Up Fee
Homeschool Gym	N/A	\$3/Class

Community Programming - Senior Citizen Programming (Section 240.010)

Program	Class Duration	Program Fee
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program

Community Programming - Miscellaneous (Section 240.010)

Program	Class Duration	Program Fee
100 Mile Walking Club	N/A	Free Program

Community CPR/First Aid Classes	3-Days	\$60/Class
Mini-Camps & Clinics	36	\$10-\$50
<u>Youth & Family Programming</u>	<u>N/A</u>	<u>\$10-\$30/Person/Program</u>
<u>Adult Programming</u>	<u>N/A</u>	<u>\$15-\$50/Person/Program</u>

SPECIAL EVENTS

Community Programming - Special Events (Section 240.010)	
Program	2023 Program Fee
Father/Daughter Dance	\$30/Couple \$15/Additional
Easter Egg Hunt	Free Event
Community Yard Sale	\$20/Booth
Amp Events (8)	\$1.00/Ticket
Have-A-Blast Celebration	Free Event
Youth Tigger Triathlon	\$25/Early \$30/Late
Adult Tiger Triathlon	Super Sprint: \$45/\$50 Sprint: \$70/\$75 Double: \$80/\$90
got Mud? Run (Youth & Family)	\$30/Early \$35/Mid \$40/Late

got Mud? Run (Adult)	\$40/Early \$45/Mid \$50/Late
BOOgie Bash	Free Event
<u>Haunted Trail @ Brookline Park</u>	<u>\$10/Person</u>
Reindeer Run 5K	Early Registration (w/Gift): \$22 Early Registration (w/out Gift): \$30 Race Day Registration (w/ Gift): \$27 Race Day Registration (w/out Gift): \$35
Breakfast w/ Santa	\$ 5 6 Per Person

REPUBLIC AQUATIC CENTER

Community Programming - Admission/Season Passes (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Daily Admission Fee	\$ 7 <u>10</u> .00/Day	\$ 8 <u>13</u> .00/Day
<u>Rush Hour Admission Fee</u>	<u>\$7/Person</u>	<u>\$7/Person</u>
Huna Add-On	\$ 4 <u>5</u> /Day	\$ 4 <u>5</u> /Day
Non-Swimmer Fee	\$ 4 <u>5</u> /Day	\$ 4 <u>5</u> /Day
<u>Group Rate (20+)</u>	<u>\$7/Person</u>	<u>\$10/Person</u>
Season Passes	\$ 150 <u>125</u> /Initial \$ 40 <u>30</u> /Additional	\$ 180 <u>145</u> /Initial \$ 50 <u>35</u> /Additional
Community Programming - Programming (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Morning Splash Time	\$5/Day	

Morning Lap Time	\$5/Day	
<u>River Walk</u>	<u>\$5/Person</u>	
Glow Swim	\$ 6 8 Per Person	
Taco Tuesday	\$4 Per Person	
Tye-Dye Days	\$15 Per Person	
Pooch Plunge	\$ 15 10 Per Dog	
Group Swim (20+)	\$6/Day	
Parent/Child Starfish	\$40/Session	
Swimming Lessons	30 Minute Private Lesson- \$40 1-Hour Private Lesson-\$60 1-Hour Semi-Private Lesson-\$30 Per Child 1-Hour Family Lesson-\$60 First Child, \$25 for each additional child	
Aqua Yoga	\$10/Class	
Tiger Sharks Swim Team	\$ <u>100/Person</u> 90	

Community Programming - Facility Rentals (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Theme Party Package (Mermaid/Shark)	\$175 (15 Swimmers) \$275 (30 Swimmers)	
Regular Party Package	\$275 150 (<u>20 Guests</u> 15 Swimmers) \$250 (30 Swimmers) <u>7</u> <u>(Additional Guests)</u>	
Facility Rental (<u>Upper Portion</u>) (<75)	\$ <u>800</u> 375 / <u>Two-Hour Rental</u>	

Facility Rental (Lower Portion 76-150)	\$1,200/Two-Hour Rental 425/Hour	
Facility Rental (Full Facility >150)	\$2,000/Two-Hour Rental 475/Hour	
<u>Terrace Rental (Weekday)</u>	<u>\$50/Day</u>	
<u>Terrace Rental (Weekend)</u>	<u>\$75/Day</u>	
Huna-Add-On	\$100/Hour	
Huna-Rental	\$150/Hour	

FACILITY/EQUIPMENT RENTALS

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	Private Tournament
Full Court	\$30/Hour	\$45/Hour
Half Court	\$15/Hour	
Concession Stand (Private Tournaments)		\$15 <u>50</u> /Day
Scoreboard Equipment (Private Tournaments)		\$30/Court/Day
After Hours Staffing Fee (Private Tournament)		\$15/Hour
Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	
Community Room A	\$35/Hour	
Community Room B	\$45/Hour	
Community Room A&B	\$65/Hour	

Community Room C	\$25/Hour
All Star & Tiny Tot Party Packages	\$200
Unicorn & Nerf Party Packages	\$280
8-Hour Lock-In (w/AB)	\$1,600
8-Hour Lock-In (w/out AB)	\$1,200
10-Hour Lock-In (w/AB)	\$2,000
10-Hour Lock-In (w/out AB)	\$1,500

Rentals - Gerry Pool Senior Friendship Center Rentals (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Banquet Room	\$100/4 Hours	\$10/Add'l Hour

Rentals - Pavilion (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Pavilion	\$10/Hour	

Rentals - Baseball/Softball Field Rentals (Section 240.010)

Description	Base Rental Fee
Baseball/Softball Fields (Tournament)	\$150/Field/Day
Scoreboard (Tournaments)	\$30/Field/Day
Lights (Tournaments)	\$30/Field/Day
Concession Stand (Tournaments)	\$50/Day

On-Site Maintenance/Custodial (Tournaments)	\$17.50/Hour
Baseball/Softball Fields (Practice)	\$5/Field/Week
Rentals - Amphitheater Rentals (Section 240.010)	
Rental Type	Rental Fee
Venue Only w/ Power	\$25/Hour
Sound Equipment Add-On	\$200/Day
Outdoor Movie Add-On	\$500/Day

Rentals - Equipment Rentals (Section 240.010)	
Rental Type	Rental Fee
Tiger Bounce House	\$25/Hour
Disc Golf	Free

805.090 Special Event Fees

Special Event Permit (Section 240.010)			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Application Fee	\$50.00	<u>Due at time of application</u>	Section 212.023
Vendor Permit Fee	Currently no fee		Section 212.023
Late Fee	\$25.00	Additional	Section 212.023

805.100 Utility Administration**UTILITY BILLING & ADMINISTRATION**

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)
Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080
Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$8. 09 <u>66</u> Surcharge 1,000 gallons \$ 3.81 <u>4.08</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$12. 13 <u>98</u> Surcharge 1,000 Gallons \$ 5.71 <u>6.11</u>	Section 705.150(D)

Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170
8-inch water meter connection	\$2,000.00 Deposit	Section 705.170

Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section

Temporary Metering devices under 2"	\$500 Deposit	Section 705.180
Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180
Extended Term Metering devices 2" or larger metering devices*	\$3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		

Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X 3/4 inches	\$900	Section 900 Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section 250 Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours)	\$25.00	Section 705.190(C)

Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section
Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$25.57 <u>26.85</u> Surcharge 1,000 gallons \$15. 19 <u>95</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$38.35 <u>40.27</u>	Section 705.210

	Surcharge 1,000 Gallons \$22.81 \$23.95	
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250

Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$250	Single-family residential size and individual connections in "R-2" and "R-12", otherwise 1 inch
1	\$1,600	Minimum fee for "R-3"
2	\$3,200	Multi-family
3	\$4,800	Multi-family
4 or Larger	\$6,500	

Sewer Impact Fees Section 705.250		
Meter Size (inches)	Sewer Impact Fee	Notes
<i>Impact Fees</i>		

5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$2,000	Minimum fee for "R-3"
2	\$5,000	Multi-family
3	\$13,500	Multi-family
4 or Larger	\$18,000	

Customer Responsibilities Pertaining to Water Services		
Fee Description	Fee Amount	Code Section
Water Service Line Inspection	\$50	Section 710.290(D)

Sewer and Sewage Disposal		
Fee Description	Fee Amount	Code Section
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)

Sewer Rates 2023-2027					
	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate
Inside City Limits – Base Charge	\$25.57	\$26.85	\$28.19	\$29.60	\$31.08
Inside City Limits – Surcharge	\$15.19	\$15.95	\$16.75	\$17.59	\$18.46
Outside City Limits – Base Charge	\$38.35	\$40.27	\$42.28	\$44.40	\$46.62
Outside City Limits – Surcharge	\$22.81	\$23.95	\$25.14	\$26.40	\$27.72
Water Rates 2023-2027					
	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2025 Rate</u>	<u>2026 Rate</u>	<u>2027 Rate</u>
<u>Inside City Limits – Base Charge</u>	<u>\$8.09</u>	<u>\$8.66</u>	<u>\$9.26</u>	<u>\$9.45</u>	<u>\$9.64</u>
<u>Inside City Limits – Surcharge</u>	<u>\$3.81</u>	<u>\$4.08</u>	<u>\$4.36</u>	<u>\$4.45</u>	<u>\$4.54</u>

<u>Outside City Limits – Base Charge</u>	<u>\$12.13</u>	<u>\$12.98</u>	<u>\$13.89</u>	<u>\$14.17</u>	<u>\$14.45</u>
<u>Outside City Limits – Surcharge</u>	<u>\$5.71</u>	<u>\$6.11</u>	<u>\$6.54</u>	<u>\$6.67</u>	<u>\$6.81</u>