



AGENDA

City Council Meeting Municipal Court Building, 540 Civic Blvd February 21, 2023 at 6:00 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

1. Approve February 7, 2023 City Council Minutes.
2. Approve Utility Billing Adjustments.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
4. 23-R-09 A Resolution of the City Council Authorizing the Police Department to Apply for Two (2) Reimbursable 2023-2024 Missouri Highway Safety Program for Traffic Safety Grants.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	March 2, 2023-Cancelled
City Council Meeting	March 7, 2023
Planning & Zoning Meeting	March 13, 2023
City Council Meeting	March 21, 2023

Old Business and Tabled Items

5. 23-01 An Ordinance of the City Council Approving the Final Plat of the Westbury Gardens Phase Two Subdivision. - Tabled from February 7, 2023

New Business (First Reading of Ordinances)

6. 23-03 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title I "Government Code", Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-III "Zoning Districts – Use And Regulations", Section 405.020 "Definitions", Section 405.150 "C-1 Local Commercial District Regulations", Section 405.165 "C-3 General Commercial District", Section 405.170 "M-1 Light Industrial District Regulations", And Section 405.180 "M-2 Heavy Industrial District Regulations."
7. 23-04 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title VI "Business And Occupation", Chapter 635 "Medical Marijuana Facilities", Sections 635.010 "Definitions", 635.020 "Compliance With Law", 635.030 "Licensing", 635.040 "Distance Requirements From Schools", 635.050 "Distance Requirements From Churches", 635.060 "Distance Requirements From Daycares", 635.070 "Measurements", 635.080 "Hours Of Operation", and 635.090 "Medical Marijuana Facility Requirements."

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.**

- [8.](#) 23-05 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title II “Public Health, Safety And Welfare”, Article 215-XI “Offenses Concerning Drugs and Alcohol”, Chapter 215 “Offenses”, by Amending Section 215.1800 “Possession Or Control Of A Controlled Substance”, by Repealing Section 215.1801 “Failure To Produce Medical Marijuana Identification” and Section 215.1804 “Medical Marijuana Cultivation”, and by Adding New Section 215.1805 “Marijuana Cultivation.”
- [9.](#) 23-06 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title V “Building And Construction”, Chapter 520 “Fences And Walls”, Section 520.020 “Applicability”, Section 520.030 “Definitions”, and Section 520.040 “Fences And Walls.”
- [10.](#) 23-07 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I, Government Code, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-VII “Additional District Provisions”, Section 405.020 “Definitions” and Section 405.640 “Accessory Structures”, and by Adding New Section 405.643 “Decks” and New Section 405.648 “Accessory Dwelling Units.”
- [11.](#) 23-08 An Ordinance of the City Council Vacating Approximately 10,550 Square Feet of Right-of-Way Along North Turner Avenue.
- [12.](#) 23-09 An Ordinance of the City Council Approving Execution of a 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.
- [13.](#) 23-10 An Ordinance of the City Council Authorizing the Issuance, Sale and Delivery of Special Obligation Bonds, Series 2023, of the City of Republic, Missouri; Approving Certain Documents and Authorizing Certain Other Actions in Connection Therewith.

Other Business (Resolutions)

- [14.](#) 23-R-10 A Resolution of The City Council Authorizing the BUILDS Department to Purchase a Fifth Pump for Shuyler Creek Lift Station.
- [15.](#) 23-R-11 A Resolution of The City Council Authorizing the BUILDS Department to Purchase Easements to Facilitate Construction of Wastewater Capital Projects.

Finance Report

Reports from Staff

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

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

Adjournment



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

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
February 07, 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 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brandon Self, Jennifer Mitchell, and Gerry Pool. Others in attendance were: City Administrator David Cameron, Deputy City Administrator Andrew Nelson, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Principal Planner Chris Tabor, Police Chief Brian Sells, Assistant Parks and Recreation Director Jennafer Mayfield, Athletics Administrator Garrett Cline, Assistant BUILDS Administrator Garrett Brickner, Fire Chief Duane Compton, Chief of Staff Lisa Addington, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Network Engineer James Strathdee, 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 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Mayor's Announcements

1. Appointment of Jeff Hayes to the Planning and Zoning Commission for a 4-year Term.

Chris Tabor updated Council on the application and interview process. Mr. Tabor answered questions of Council. Mayor Russell announced the appointment of Jeff Hayes as the Ward IV representative for the Planning and Zoning Commission for a 4-year term.

Consent Agenda

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

2. Approve December 6, 2022 City Council Workshop Minutes.
3. Approve January 12, 2023 City Council Workshop Minutes.
4. Approve January 17, 2023 City Council Minutes.
5. Approve Vendor List.
6. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	February 13, 2023
City Council Meeting	February 21, 2023
Supervisor's Meeting	March 2, 2023
Board of Adjustment Meeting	March 2, 2023
City Council Meeting	March 7, 2023

Old Business and Tabled Items

7. 23-01 An Ordinance of the City Council Approving the Final Plat of the Westbury Gardens Phase Two Subdivision.

Chris Tabor notified Council the applicant needed additional time to finalize this plat. Council Member Updike motioned to table 23-01 until February 21, 2023. Council Member Franklin seconded. A roll call vote was taken. The vote was 7 Aye- Wilson, Franklin, Gerke, Self, Updike, Pool, and Mitchell. 0 Nay. Motion Carried.

8. 23-02 An Ordinance of the City Council Approving the Final Plat of the Wilson's Creek Villas Subdivision.

Motion was made by Council Member Wilson and seconded by Council Member Pool to have the second reading of Bill 23-02 by title only. The vote was 7 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an update to Council. Council Member Pool motioned for the passage of Bill 23-02. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)-None

Other Business (Resolutions)

9. 23-R-05 A Resolution of the City Council Authorizing Execution of the Phase 2 Contract Price Amendment with Burns and McDonnell Engineering Co., Inc. for Capital Improvement Project #6 (CIP #6).

Motion was made by Council Member Pool and seconded by Council Member Mitchell to approve Resolution 23-R-05. Karen Haynes provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

10. 23-R-06 A Resolution of the City Council Authorizing the BUILDS Department to Apply for the Raise Discretionary Grant in Partnership with the Ozarks Transportation Organization to be used Toward the Highway MM Realignment.

Motion was made by Council Member Wilson and seconded by Council Member Pool to approve Resolution 23-R-06. Garrett Brickner provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

11. 23-R-07 A Resolution of The City Council Authorizing Execution of an Agreement with Springfield Winwater Works Co. for the Purchase of Water Meters to Meet the City's Anticipated Needs in 2023.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to approve Resolution 23-R-07. Garrett Brickner provided an overview of the Resolution. Council Member Gerlek arrived at 6:22 p.m. The vote was 7 Aye-Franklin, Gerke, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. 1 Abstain-Gerlek. Motion Carried.

12.23-R-08 A Resolution of the City Council Appointing Network Engineer James Stratthdee as Replacement to Deputy City Administrator Andrew Nelson to Serve as the City's Alternate Regional Broadband Initiative Board Member.

Motion was made by Council Member Pool and seconded by Council Member Franklin to approve Resolution 23-R-08. David Cameron provided an overview of the Resolution. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Updike, and Wilson. 0 Nay. 1 Abstain-Self. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked Mr. Hayes for serving on Planning and Zoning, adding we appreciate his service.

City Administrator David Cameron noted we are increasing communication through the Administrator's Report, which will be provided to Council and staff. Mr. Cameron added a digital copy with all the attachments will be sent out tomorrow. Mr. Cameron encouraged everyone to read it.

City Administrator David Cameron reported we have started interviews for the Public Information Officer position with four interviews today and one tomorrow. Mr. Cameron reported we hope to make a decision by Tuesday. Mr. Cameron added this is an area that we can improve upon quickly with the CIP's and projects rolling out.

City Administrator David Cameron reported our S & P call for the Parks projects will be on Tuesday. Mr. Cameron announced the news is better as interest rates have dropped, to a potential savings of 1 million dollars. Mr. Cameron encouraged everyone to read the Administrator's Report again.

City Administrator David Cameron thanked Mr. Copeland for coming to the meeting, adding his concerns were included in the Administrator's Report regarding traffic, street paving, and the soil pile. Mr. Cameron confirmed we will send him a map with the details of the school queuing lane that will offset the traffic at Highway 174 and Main Street. Mr. Cameron noted we want to hear citizen concerns, adding we have an unpaved city street; there is a portion of Kansas that is gravel. Mr. Cameron thanked Mr. Copeland for expressing his concerns. Mr. Cameron noted there were other concerns listed in the report, adding the report also included an update on the recent Jefferson City trip. Mr. Cameron reported we are planning another trip to Jefferson City with Mayor Russell soon.

City Administrator David Cameron shared his appreciation of staff and the community.

Council Member Franklin asked about the spoil pile. City Administrator David Cameron answered it is from excavation and is dirt that is unsuitable to be built upon. Mr. Cameron noted we have to play by the same rules as the development community, adding it is nice to see someone ask about it.

Council Member Franklin thanked staff for the great job on the Annual Report, adding his appreciation for the messages from the Mayor and Mr. Cameron. Mr. Franklin noted it was great information and visuals to help explain information to citizens. Mr. Franklin also shared his appreciation for the detailed Administrator's Report.

Council Member Gerlek apologized for being tardy, noting he was coaching girls' volleyball and the team won in points and for having the "pinkest" jerseys. Mr. Gerlek noted that after the State of City came out, everyone on Council got an unsigned email with complaints and dissent. Mr. Gerlek noted if someone has a complaint to the city, it is valuable, but we need a name listed in emails or citizen appearance and participation at meetings to express those concerns.

Mayor Russell updated on his son's basketball game, noting the score was 4-4 at halftime.

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

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

Motion was made by Council Member Franklin and seconded by Council Member Pool at 6:35 p.m. to go into Executive Session under RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 8 Aye – Gerke, Gerlek, Pool, Wilson, Mitchell, Self, Updike, and Franklin. 0 Nay. Motion carried.

Motion was made by Council Member Pool and seconded by Council Member Mitchell to adjourn the Executive Session Meeting at 6:53 p.m. A roll call vote was taken. The vote was 8 Aye – Gerlek, Pool, Mitchell, Gerke, Wilson, Self, Updike, and Franklin. 0 Nay. Motion carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
8/12/2022	Brenda & Foin Morrison	Leak	Service Line	2,485	8.93	4,970	55.51
8/30/2022	David & Kristine Patterson	Leak	Service Line	7,830	28.11		
8/30/2022	Helen Clines	Leak	Toilet Leak	10,560	37.92		
8/30/2022	Helen Clines	Leak	Toilet Leak	6,590	11.83		
8/30/2022	E C Investments LLC	Leak	City Side Leak	4,086	14.68	4,086	38.69
8/30/2022	Joseph & Jenifer Brown	Leak	Service Line	8,450	30.34		
8/30/2022	Joseph & Jenifer Brown	Leak	Service Line	6,650	23.88		
8/30/2022	Wayne Hatton	Leak	Pipe burst	2,300	8.26	4,600	43.56
8/30/2022	Wayne Hatton	Leak	Pipe burst	3,600	12.93	7,200	68.18
8/30/2022	Briawna Piekarski	Leak	Toilet Leak	2,809	10.09	5,617	62.74
8/30/2022	Briawna Piekarski	Leak	Toilet Leak	3,984	14.30	7,967	88.99
8/30/2022	Joe & Brandy Cotton	Leak	Pipe burst	4,065	14.60		
9/6/2022	Chad & Tosha Blansit	Leak	Leak in irrigation line	21,310	76.52		
9/6/2022	Chad & Tosha Blansit	Leak	Leak in irrigation line	3,140	11.28		
9/9/2022	Crutcher Custom Homes	Overread	Overread	23,260	90.35	46,520	519.63
9/15/2022	Alan & Lacie Howell	Leak	Service Line	6,400	22.98		
9/15/2022	Brian & Stacy Gerardo	Leak	Service Line	10,500	37.71		
9/15/2022	Amber Gray	Leak	Irrigation leak	6,800	24.42		
9/22/2022	Kassi & Kelly Morgan	Leak	Toilet	4,100	14.73	4,100	45.80
9/22/2022	Kassi & Kelly Morgan	Leak	Toilet	4,400	15.80	4,400	49.15
9/22/2022	Jayme & Rejeanna Walser	Leak	Water heater	8,145	29.25		
9/23/2022	Jayme & Rejeanna Walser	Leak	Water heater	3,050	10.96		
9/27/2022	Randall & Kenna Linebaugh	Leak	Toilet	6,570	23.59	5,400	60.32
9/27/2022	Randall & Kenna Linebaugh	Leak	Toilet	27,345	98.20	5,400	60.32
9/27/2022	Gold Rush Properties	Leak	Service line	7,204	25.87	14,409	160.95
9/27/2022	Donna & Ralph Belitz	Leak	Irrigation	20,966	75.29		

9/27/2022	Donna & Ralph Belitz	Leak	Irrigation	4,016	14.43		
9/27/2022	Joe & Brandy Cotton	Leak	Pipe burst	11,930	42.84		
9/27/2022	David & Kristine Patterson	Leak	Service Line	6,565	23.57		
9/27/2022	Benjamin & Allison French	Leak	Service Line	3,650	13.10		
9/27/2022	Benjamin & Allison French	Leak	Service Line	2,850	10.24		
9/27/2022	Lacey G Hesser	Leak	Service line	5,600	20.11		
9/27/2022	Lacey G Hesser	Leak	Service line	3,300	11.85		
9/27/2022	Rhonda & Michael Persinger	Leak	Service line	18,644	66.95		
9/27/2022	Rhonda & Michael Persinger	Leak	Service line	15,758	56.59		
9/28/2022	Gary Bell	Leak	Service line	2,871	10.31		
9/28/2022	Gary Bell	Leak	Service line	3,249	11.67		
11/1/2022	Christopher & Belinda Updike	Leak	Outside valve	32,622	117.15		
11/1/2022	Paul M Kampa	Leak	Outside valve	34,225	122.91		
11/1/2022	Dakota Hileman/Taylor Hampton	Leak	Bathroom/Shower	4,400	15.80	4,400	49.15
11/1/2022	Dakota Hileman/Taylor Hampton	Leak	Bathroom/Shower	1,450	5.21	1,450	16.20
11/2/2022	Charlie James	Leak	Toilet	1,710	6.14		
11/2/2022	Amber Gray	Leak	Irrigation	9,855	35.39		
11/2/2022	Benjamin & Melissa Plunk	Leak	Toilet	6,325	22.72		
11/2/2022	Benjamin & Melissa Plunk	Leak	Toilet	1,965	7.06		
11/7/2022	Christopher & Belinda Updike	Leak	Outside valve	21,731	78.04		
11/7/2022	Paul M Kampa	Leak	Outside valve	64,490	231.59		
11/9/2022	PDL Property Group LLC	Leak	Service line	39,083	151.80	78,167	873.13
11/9/2022	PDL Property Group LLC	Leak	Service line	8,116	31.52	16,233	181.32
11/10/2022	John Lampron	Leak	Service line	2,763	9.93	5,527	61.74
11/10/2022	Todd A Andes	Leak	Outside valve	3,550	12.75		
11/10/2022	Jarritt & Kelly Wartck	Leak	Service line	7,318	26.28		
11/16/2022	Misty Fielder	Leak	Service line	10,480	37.64	20,960	234.12
11/23/2022	Bussell	Overread	Overread	9,889	38.40	9,889	110.46
1/10/2023	Karla Ray	Leak	Service line	16915	60.75	33830	377.88
1/10/2023	Lauren Black	Leak	Toilet	3895	13.99	3895	43.51
1/11/2023	Deborah/Keaton Buchholz	Leak	Toilet	7650	27.47		
1/11/2023	Deborah/Keaton Buchholz	Leak	Toilet	3700	13.29	3700	41.33
1/11/2023	Christine Tindle	Leak	Toilet	1916	6.88	1916	21.41
1/12/2023	Christine Tindle	Leak	Toilet	966	3.47	966	10.80
1/13/2023	Terry Harter	Overread	Overread	5321	19.11	5321	59.44

1/13/2023	Paul Brown	Overread	Overread	5683	20.41	5683	63.48
1/13/2023	Austin/Rachel Bryant	Leak	Outside spigot	4300	15.44	8600	96.06
1/23/2023	Christopher/Natalie Boland	Leak	Outside spigot	2500	8.98		
1/23/2023	Christopher/Natalie Boland	Leak	Outside spigot	2700	9.69		
1/25/2023	George/Jill Canfield	Leak	Toilet	15850	56.92	15850	177.04
1/25/2023	George/Jill Canfield	Leak	Toilet	4800	17.24		
1/25/2023	Lisa Stumfoll	Leak	Service line	2565	9.21		
1/25/2023	Lisa Stumfoll	Leak	Service line	1910	6.86		
1/25/2023	Briere Robertson	Leak	Hot water heater leak	4580	16.44	4580	51.16
1/27/2023	Ruth Calvin	Leak	Service line	14595	52.41	14595	163.03



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
WD 017 Delinquent Notices	Shutoff/past due notices	2008-2019	2 years + audit
GS 052 Building Applications and Permits	ROW permits	2007, 2009-2010	Retain other permits (including but not limited to: excavation/Dig Right notifications, curb cuts, culverts, pavement renewals, sidewalk/driveway) 5 years after expiration.
0008.2 Budget Adjustments	Budget Adjustments (still documented in Council Packet)	2000-2017	5 years
0102 Animal Control Cards	Records documenting the history of every animal received at the shelter	1995-2002	2 years
0104 Investigation Logs and Reports	Animal Control Records	1995-2002	2 years
028.009 Candidacy Records	Election Records	1998, 2000	22 months
0105 Dog and Cat License Receipts	Dog and Cat License Receipts	1980-1981, 1986, 1991, 2000-2002	Dog and Cat License Receipts
0718 Motor Fuel Usage	Gas Receipts	1990-2011, 2016-2017	5 years
0745 Delinquent Tax Report Files	Record showing residents who owe delinquent real estate and personal property taxes to the city	1988-1993, 1999-2003, 2005-2016	6 years except certificate of redemption, which need only be retained 2 years
0747 Personal Property Tax Records	A record of residents who owe city taxes on personal property	1966-1969, 1988-1990, 1993-1994, 2011-2016	6 years
0753 Tax Assessment Files	Records relating to assessments for real estate taxes	2007-2017	5 years
0752 Tax Anticipation Notes	All records relating to tax anticipation	2010-2017	5 years
0749 Real Estate Tax Records	Records documenting the collection of real estate taxes from city residents	1970-2016	6 years
0764 Surplus Property	Records pertaining to property owned by the city that has been declared surplus	1980-2017	5 years

1302 Laboratory Reports: Sewage, Water, Etc	Water Sample Records	1973-1978, 1980-1984, 1986, 1989- 1997, 1999- 2014	5 years
1303 State and Federal Compliance Reports: Waste Water Treatment Plant	Reports filed with state and federal agencies monitoring the city's compliance with government regulations	1976-1982, 1984-1985, 1987, 1999- 2002, 2006- 2014	5 years
1304 Sewage Treatment Monitoring Reports	Monthly Waste Water Reports/Sewer Inspection Reports, Lift Station Report	1982, 1984- 1985, 1988- 1997, 1999- 2014	5 years
1318 Equipment, Public Works Check In/Out Cards	Record of municipal public works equipment temporarily removed on a regular or periodic basis from its authorized place of storage	1990-2020	2 years
1323 Backflow Prevention Testing Records	Backflow Prevention Testing Records	1990-2012	5 years
1603 Customer Service Deposit File	A record of whether a resident paid a utility deposit, and amount	2008, 2012- 2019	2 years after deposit is refunded
GS 009 Purchasing Records	Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders	1994-1995	3 years plus completion of audit
GS 020 Work Orders	Maintenance requests; Service requests; Service report; Application for Services Active/Inactive; Rejected Application for Services.	1990-1999, 2003-2006	3 years



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-09 A Resolution of the City Council Authorizing the Police Department to Apply for Two (2) Reimbursable 2023-2024 Missouri Highway Safety Program for Traffic Safety Grants.

Submitted By: Jamie Burks, Major of Operations

Date: February 21, 2023

Issue Statement

The Republic Police Department is requesting authorization to apply for two (2) reimbursable Missouri Highway Safety Program Grants of 2023-2024 that provide funding directly to law enforcement agencies having primary law enforcement authority to increase their focus on Traffic Safety and Sobriety Checkpoints/DWI Enforcement.

Discussion and/or Analysis

The Republic Police Department will work in cooperation with the Missouri Highway Safety Division to address Traffic Safety through two grants:

- “Hazardous Driving Enforcement & Education”: \$8,000.00; Including: Personnel overtime costs.
- “Sobriety Checkpoints/DWI Enforcement”: \$10,000.00; Including: Personnel overtime costs.

The total requested for the two grants will be \$18,000. If approved, the monies would be available for overtime enforcement beginning October 1, 2023 through September 30, 2024; aimed at targeting hazardous vehicle violations in high volume vehicle collision locations and DWI driving throughout Republic.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR TWO (2) REIMBURSABLE 2023-2024 MISSOURI HIGHWAY SAFETY PROGRAM TRAFFIC SAFETY GRANTS

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 Republic Police Department desires to apply for two (2) reimbursable Missouri Highway Safety Program Grants for the years 2023-2024 dealing with Hazardous Driving Enforcement Education and Sobriety Checkpoints/DWI Enforcement; and

WHEREAS, if awarded, the City could receive up to \$18,000 in funds that would be used toward the Police Department’s enforcement efforts in reducing hazardous driving, enforcing DWI restrictions through tools such as sobriety checkpoints and providing other related education; and

WHEREAS, the City Council finds that participating in these grant opportunities will result in beneficial savings to the City while improving safety and security for the City’s citizens and guests.

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

Section 1. The Republic Police Department is authorized to apply for two (2) reimbursable Missouri Highway Safety Program Grants for the years 2023-2024 for the purpose of funding Hazardous Driving Enforcement, Sobriety Checkpoints/DWI Enforcement capabilities, and related Education.

Section 2. The City Administrator, or his designee(s), on behalf of the City, is authorized to take all other reasonable, necessary steps to implement this Resolution.

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

Section 4. This Resolution shall take effect after passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-01 An Ordinance of the City Council Approving the Final Plat of the Westbury Gardens Phase 2 Subdivision.

Submitted By: Chris Tabor, Principal Planner

Date: February 21, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application for Westbury Gardens Phase 2 Final Plat on December 30, 2022.

Discussion and/or Analysis

The Final Plat of Westbury Gardens Phase 2 will legally divide approximately fourteen point two (14.2) acres of land into sixty-two (62) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (2,255) linear feet of street and (2,175) linear feet of sidewalk.

The Final Plat of Westbury Gardens Phase 1 conforms to the Development Plan approved by City Council on July 21, 2020.

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 Westbury Gardens Phase 2 Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
THE WESTBURY GARDENS PHASE TWO 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 January 21, 2020, the City Council approved of the Preliminary Plat for the Westbury Gardens Phase 1 Subdivision in Resolution 20-R-02; and

WHEREAS, on September 6, 2022, the BUILDS Department received an application for review and approval of the Final Plat of Phase 1 of the Westbury Gardens Subdivision (“Westbury Gardens Phase 1”); and

WHEREAS, on October 4, 2022, the City Council approved the Final Plat of Phase 1 for the Westbury Gardens Subdivision (“Westbury Gardens Phase 1”); and

WHEREAS, on December 30, 2022, the City Council received an application for review and approval of the Final Plat of Phase 2 of the Westbury Gardens Subdivision (“Westbury Gardens Phase 2”); and

WHEREAS, the BUILDS Department has reviewed the Final Plat of Westbury Gardens Phase 2 and has determined it substantially conforms to the requirements of the Development Plan, the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

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

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



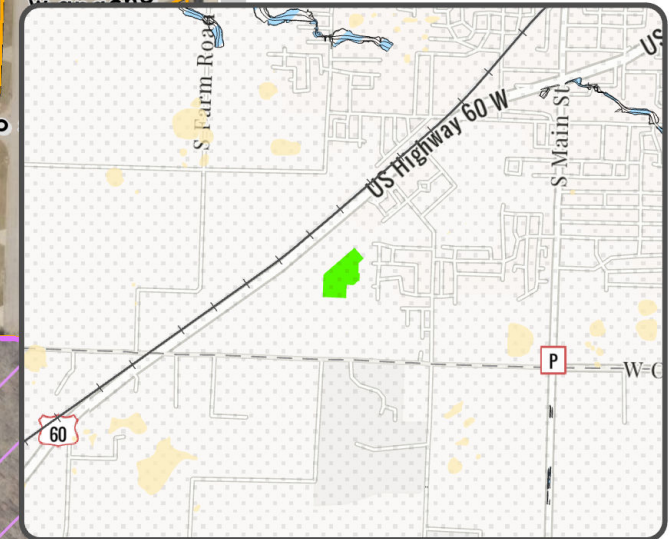
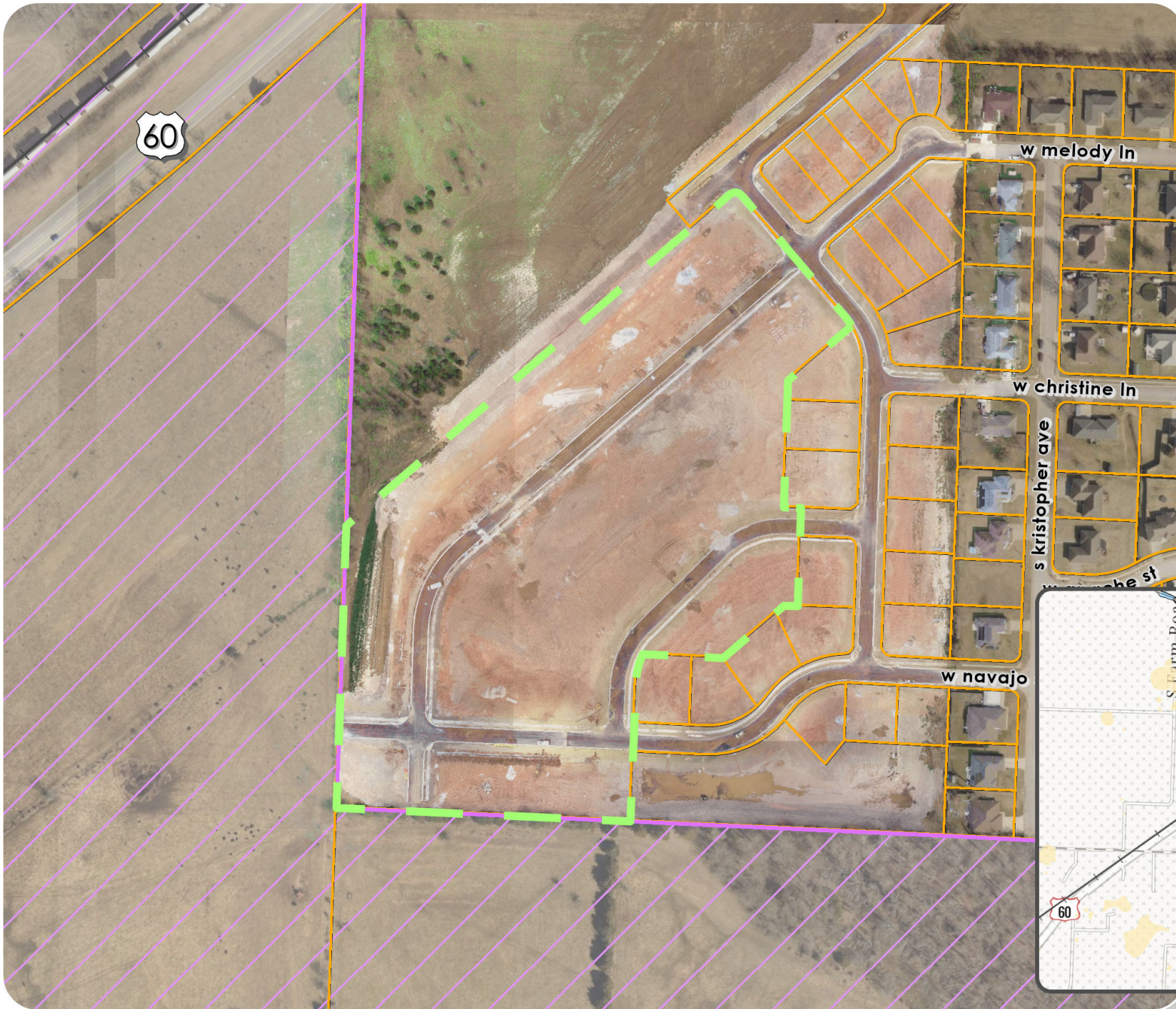
Project
Westbury
Gardens Phase 2

Developer
Cronkhite Homes

Zoning
R1-Z, R1-M

Acreage
13

Ward
4



0 220 440 Feet

SUBD-FNL 22-010



FINAL PLAT OF WESTBURY GARDENS PHASE 2

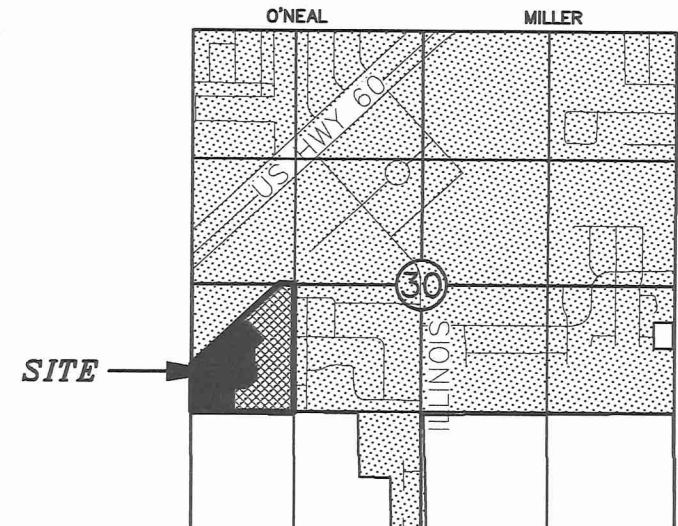
A SUBDIVISION IN THE CITY OF REPUBLIC
GREENE COUNTY, MISSOURI

DEVELOPER/OWNER

WESTBURY GARDENS LLC
3045 E CHESTNUT EXP
SPRINGFIELD, MO 65802
(417) 768-3451

OWNER

MODERN TRACTOR &
SUPPLY CO. INC
520 S UNION AVENUE
SPRINGFIELD, MO 65802



LOCATION MAP
SECTION 30
TOWNSHIP 28 RANGE 23
APPROX. SCALE: 1"=2000'

STATE PLANE COORDINATES

MONUMENT #	NORTHING	EASTING
1	152885.631	422427.544
2	152879.456	422622.388

COORDINATES LISTED ARE METERS
(1 METER = 3.28083333 FEET)

RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION

SURVEY BY SIMMONS ENGINEERING DATED JUNE 21, 2008

WESTBURY GARDENS PHASE 1 FINAL PLAT

INDIAN TRAILS FINAL PLAT

LAKESIDE ESTATES SECOND ADDITION FINAL PLAT

DEEDS AS SHOWN

DEVELOPMENT NOTES

TOTAL AREA	618,139 sq. ft. (14.2 acres)
TOTAL NO. OF LOTS	62
DENSITY	4.4 LOTS/ACRE
CURRENT ZONING	R-12 (LOTS 9-57)
PROPOSED LAND USE	R-1M (LOTS 68-77, 85-87)
SMALLEST LOT	Lot 38 5,061 sq.ft. (0.1 acres)
LARGEST LOT	Lot 68 18,839 sq.ft. (0.4 acres)
STREET CLASSIFICATION	COLLECTOR (60' RIGHT-OF-WAY)
STREET CLASSIFICATION	LOCAL (50' RIGHT-OF-WAY)
10' UTILITY EASEMENT	INSIDE FRONT PROPERTY LINE OF EACH LOT
15' UTILITY EASEMENT	INSIDE FRONT PROPERTY LINE OF LOTS 21-28
SOURCE OF TITLE	BOOK 2021 PAGE 38003-21
REQUIRED SETBACKS	
Front Yard	25 ft.
Side Yard	6 ft.
Side Yard-Corner Lots	15 ft.
Side Yard R-1Z	10 ft.
Rear Yard	25 ft.

PRELIMINARY PLAT APPROVED 7/21/2020

NO DIRECT ACCESS FROM ADJACENT LOTS TO FRISCO BOULEVARD

R-17 TREE REQUIREMENTS: (1) TREE FOR EACH PLATTED LOT A MINIMUM HEIGHT OF (6) FEET AT THE TIME OF PLANTING.

COMMON AREA TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION
DRAINAGE EASEMENTS TO BE MAINTAINED BY PROPERTY OWNER ON INDIVIDUAL LOTS

COMPLIANCE WITH GREENE COUNTY STORMWATER REGULATIONS REQUIRED PER SECTION 410.650.F GENERAL PROVISIONS, COORDINATION WITH OTHER JURISDICTIONS

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI STANDARDS FOR URBAN CLASS PROPERTY.

THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29077C0426E, EFFECTIVE 12/17/2010.

ALL LOT CORNER'S, P.C.'S, AND P.T.'S TO HAVE IRON PIN SET CAPPED "LS-287D" UNLESS SHOWN OTHERWISE.

LEGEND

●	= EXISTING IRON PIN EXCEPT AS NOTED
⊙	= 5/8" IRON PIN SET CAPPED "LS-287D"
■	= PERMANENT MONUMENT SET
⊠	= EXISTING STONE MONUMENT
⊕	= BENCHMARK
⊗	= TELEPHONE RISER
⊘	= FIRE HYDRANT
⊙	= WATER VALVE
⊙	= SEWER MANHOLE
SD	= STORM DRAIN LINE
S	= SANITARY SEWER LINE
W	= WATER LINE

PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE S02°03'38"W, ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 773.70 FEET TO THE POINT OF BEGINNING; THENCE N49°21'08"E A DISTANCE OF 739.94 FEET; THENCE S40°38'00"E A DISTANCE OF 80.00 FEET; THENCE N49°21'08"E A DISTANCE OF 90.00 FEET; THENCE ON A CURVE TO THE RIGHT AN ARC LENGTH OF 21.85 FEET, SAID CURVE HAVING A RADIUS OF 18.40 FEET, A CHORD BEARING S85°38'54"E, A LENGTH 21.21 FEET; THENCE S40°38'54"E A DISTANCE OF 276.28 FEET; THENCE ON A CURVE TO THE RIGHT AN ARC LENGTH OF 18.40 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AND A CHORD BEARING S36°23'57"E A LENGTH 18.38 FEET; THENCE S49°21'08"W A DISTANCE OF 147.04 FEET; THENCE S02°04'33"W A DISTANCE OF 219.97 FEET; THENCE ON A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 8.20 FEET, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING S89°16'03"E, A LENGTH OF 8.20 FEET; THENCE S87°55'29"E A DISTANCE OF 21.85 FEET; THENCE S02°04'58"W A DISTANCE OF 169.69 FEET; THENCE N87°55'27"W A DISTANCE OF 24.31 FEET; THENCE S49°21'08"W A DISTANCE OF 139.94 FEET; THENCE N87°28'22"W A DISTANCE OF 140.14 FEET; THENCE ON A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 50.04 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING S14°00'23"W, A LENGTH OF 49.71 FEET; THENCE S02°32'14"W A DISTANCE OF 241.28 FEET TO THE SOUTH LINE OF AFOREMENTIONED NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE N87°28'22"W ALONG SAID SOUTH LINE A DISTANCE OF 512.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE N02°03'38"E, ALONG THE WEST LINE OF SAID QUARTER-QUARTER A DISTANCE OF 568.10 FEET TO THE POINT OF BEGINNING, CONTAINING 14.2 ACRES.

SUBJECT TO ANY EASEMENTS OF RECORD, AND ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

OFFER OF DEDICATION

AS OWNERS, WESTBURY GARDENS LLC AND MODERN TRACTOR & SUPPLY CO. INC. 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 SEAL IN BEHALF OF US 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.

WESTBURY GARDENS LLC
BY MICHAEL CRONKHITE

MODERN TRACTOR & SUPPLY CO. INC.
BY LARRY USCOMB

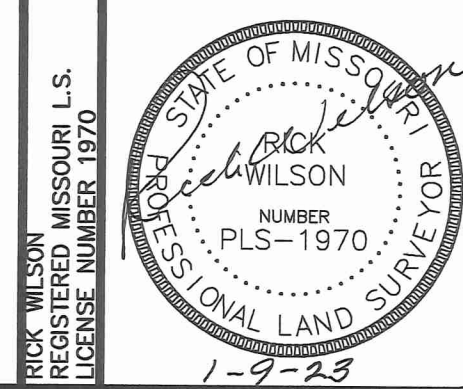
SURVEYORS DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT I, RICK WILSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WILSON SURVEYING CO., INC. DATED NOVEMBER 8, 2019 AND SIGNED BY RICK WILSON, P.L.S. NO. 1870 AND THAT THE PLAT, THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF RICK WILSON, P.L.S. NO. 1970 IN ACCORDANCE WITH MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS AND THE DEPARTMENT OF AGRICULTURE, AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI.

Rick Wilson
WILSON SURVEYING CO., INC. S.L. 2870
BY RICK WILSON, P.L.S. 1970

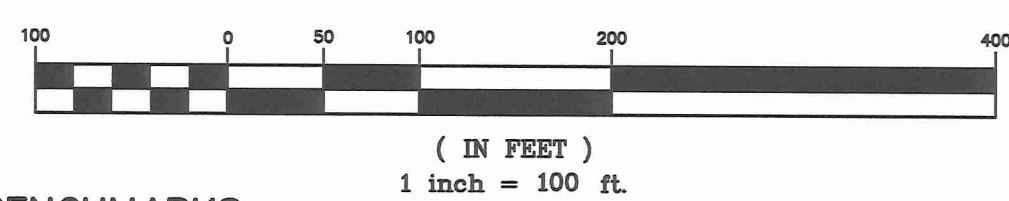
PREPARED BY
WILSON SURVEYING CO., INC.

SURVEYING/ENGINEERING/LAND PLANNING
(417)-622-7870
Email: Rick.Wilson@wilsurveyinginc.com
1835 S. STEWART AVENUE, SUITE 124
Springfield, Missouri 65804
DRAWING NO.: WD-106-121
JOB NO.: 2021-093-5
DRAWN BY: JV
DATE: JANUARY 6, 2023



GRID NORTH
MISSOURI STATE PLANE
CENTRAL ZONE
NAD83 2011
VERTICAL DATUM NAVD88

GRAPHIC SCALE



BENCHMARKS

CITY BENCHMARK REPUBLIC (AKA HD1308)
NGS BRASS DISK STAMPED "REPUBLIC 1959, RESET 1991"
IN TOP OF 12" CONCRETE POST FLUSH WITH GROUND
1.15 MILES SOUTHWEST OF REPUBLIC ON US HIGHWAY 60
ELEV. 1363.84

TEMPORARY BENCHMARK NO. 1
SQUARE CUT IN SOUTHWEST CORNER OF EXISTING CURB INLET
NORTH OF EXISTING MONUMENT EAST OF KANSAS AVE & FRISCO BLVD.
ELEV. 1357.59

TEMPORARY BENCHMARK NO. 2
SQUARE CUT IN BACK OF CURB SOUTH SIDE OF MELODY STREET
WEST OF KRISTOPHER AVENUE.
ELEV. 1349.19

LOT DATA TABLE

Lot #	Area (Sq. Ft.)	Min. FF Elevation	Lot Width @ Setback Line	Lot #	Area (Sq. Ft.)	Min. FF Elevation	Lot Width @ Setback Line
9	7,691	1351.50	45.00	40	7,172	1349.30	72.17
10	5,841	1352.30	45.00	41	9,074	1349.00	74.56
11	5,841	1352.80	45.00	42	6,922	1349.20	45.00
12	5,841	1353.00	45.00	43	6,255	1349.20	45.00
13	5,841	1353.00	45.00	44	5,845	1349.20	45.00
14	5,841	1352.70	45.00	45	5,841	1349.20	45.00
15	5,841	1352.20	45.00	46	5,841	1349.00	45.00
16	5,841	1351.60	45.00	47	5,841	1349.70	45.00
17	5,841	1350.90	45.00	48	5,841	1350.30	45.00
18	5,841	1350.30	45.00	49	5,841	1350.90	45.00
19	5,841	1349.70	45.00	50	5,841	1351.60	45.00
20	5,841	1349.00	45.00	51	5,841	1352.20	45.00
21	5,841	1348.40	45.00	52	5,841	1352.70	45.00
22	5,841	1348.00	45.00	53	5,841	1353.00	45.00
23	5,841	1348.00	45.00	54	5,841	1353.00	45.00
24	5,841	1348.30	45.00	55	5,841	1352.80	45.00
25	5,848	1348.60	45.03	56	5,841	1352.30	45.00
26	8,134	1348.90	47.97	57	7,730	1351.50	60.00
27	8,221	1349.20	45.55	58	18,839	1346.90	
28	7,124	1349.30	45.55	59	12,635	1346.90	
29	6,354	1349.30	45.56	70	12,203	1347.62	
30	5,698	1349.20	47.97	71	12,875	1347.62	
31	5,409	1348.60	45.07	72	14,629	1347.62	
32	7,151	1348.20	60.00	73	12,061	1347.62	
33	7,153	1347.90	60.00	74	11,267	1345.30	
34	7,200	1348.40	60.00	76	9,750	1345.30	
35	6,003	1348.40	60.00	78	9,750	1344.10	
36	5,973	1347.90	60.00	77	9,750	1342.80	
37	5,913	1348.20	59.05	85	9,542	1346.10	
38	5,061	1348.80	50.00	86	10,392	1346.80	
39	6,743	1349.20	45.00	87	10,308	1346.80	

*MIN FF ELEVATION FROM TABLE FOR GRAVITY SANITARY SEWER LOT 77 ADJACENT TO DETENTION BASIN SHALL HAVE MINIMUM FF OF 1339.0

CENTERLINE OF ROAD CURVE TABLE

CURVE#	LENGTH	RADIUS	Δ Delta	CHORD BRNG	CHORD
CL1	111.57	150.00	42°37'04"	N19°20'22"W	106.02
CL2	121.97	150.00	46°38'27"	S68°46'47"W	118.64
CL3	112.44	150.00	42°56'50"	S24°00'39"W	106.82
CL4	149.49	150.00	57°05'57"	S64°11'00"W	143.38
CL5	148.95	150.00	56°53'36"	N64°04'50"E	142.90
CL6	165.08	200.00	47°17'28"	S25°42'22"W	160.43

PROPERTY LINE CURVE TABLE

#	LENGTH	RADIUS	Δ Delta	CHORD BRNG	CHORD
C11	23.56	15.00	90°00'00"	N85°38'54"W	21.21
C12	23.56	15.00	90°00'00"	N04°21'06"E	21.21
C13	21.72	225.00	5°31'49"	S46°35'11"W	21.71
C14	41.00	225.00	10°26'24"	S38°36'05"W	40.94
C15	41.00	225.00	10°26'24"	S28°09'41"W	40.94
C16	41.00	225.00	10°26'24"	S17°43'17"W	40.94
C17	41.00	225.00	10°26'27"	S07°16'52"W	40.94
C18	23.68	15.00	90°28'00"	N47°17'38"E	21.30
C19	23.44	15.00	89°32'00"	S42°42'22"E	21.13
C20	23.44	15.00	89°32'00"	N42°42'22"W	21.13
C21	23.68	15.00	90°28'00"	S47°17'38"W	21.30
C22	18.40	125.00	8°25'55"	S36°23'57"E	18.38
C22A	74.57	125.00	19°34'23"	S15°07'17"E	73.47
C28	23.56	15.00	89°59'34"	N47°04'44"E	21.21
C29	23.56	15.00	89°00'26"	N42°55'16"W	21.21
C30	24.28	175.00	7°56'55"	S41°30'36"W	24.28
C31	23.56	15.00	89°59'24"	N47°31'56"E	21.21
C32	23.56	15.00	90°00'36"	S42°28'04"E	21.22
C32A	50.04	125.00	22°56'18"	S14°00'23"W	49.71
C33	157.88	175.00	51°41'22"	N66°40'57"E	152.58
C33A	99.31	125.00	45°31'09"	N69°46'04"E	96.72
C40	23.56	15.00	90°00'00"	S85°38'54"E	21.21
C43	8.20	175.00	2°41'08"	S89°16'03"E	8.20
C44	84.66	175.00	27°43'04"	S15°55'11"W	83.84
C45	58.78	175.00	19°34'23"	S39°33'54"W	58.49
C46	49.46	175.00	16°11'33"	S10°38'01"W	49.29
C47	57.44	175.00	18°48'21"	S28°07'56"W	57.18
C48	60.58	175.00	19°50'07"	S55°24'07"W	60.28
C49	79.52	175.00	24°04'13"	S77°21'17"W	72.98
C50	43.65	125.00	20°00'32"	S35°28'48"W	43.43
C51	101.65	125.00	46°35'27"	S68°46'47"W	98.87

LINE TABLE

LINE #	BEARING	LENGTH
L7	N49°21'06"E	23.32
L8	N02°03'38"E	32.77
L9	S49°21'08"W	23.32
L10	N31°07'29"E	26.60
L11	N31°07'29"E	5.74
L12	N45°29'04"E	20.37
L13	N87°55'29"W	21.85

C1	23.56	15.00	90°00'00"	N85°38'54"W	21.21
C2	23.56	15.00	90°00'00"	N04°21'06"E	21.21
C3	21.72	225.00	5°31'49"	S46°35'11"W	21.71
C4	41.00	225.00	10°26'24"	S38°36'05"W	40.94
C5	41.00	225.00	10°26'24"	S28°09'41"W	40.94
C6	41.00	225.00	10°26'24"	S17°43'17"W	40.94
C7	41.00	225.00	10°26'27"	S07°16'52"W	40.94
C8	23.68	15.00	90°28'00"	N47°17'38"E	21.30
C9	23.44	15.00	89°32'00"	S42°42'22"E	21.13
C10	23.44	15.00	89°32'00"	N42°42'22"W	21.13
C11	23.68	15.00	90°28'00"	S47°17'38"W	21.30
C12	18.40	125.00	8°25'55"	S36°23'57"E	18.38
C13	74.57	125.00	19°34'23"	S15°07'17"E	73.47
C14	23.56	15.00	89°59'34"	N47°04'44"E	21.21
C15	23.56	15.00	89°00'26"	N42°55'16"W	21.21

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-03 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title I “Government Code”, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-III “Zoning Districts – Use And Regulations”, Section 405.020 “Definitions”, Section 405.150 “C-1 Local Commercial District Regulations”, Section 405.165 “C-3 General Commercial District”, Section 405.170 “M-1 Light Industrial District Regulations”, And Section 405.180 “M-2 Heavy Industrial District Regulations.”

Submitted By: Chris Tabor, Principal Planner

Date: February 21, 2023

Issue Statement

Consideration to approve Amendments to Chapter 405 Zoning Regulations, specifically 405.020, 405.150, 405.165, 405.170, and 405.180.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Zoning Regulations– specifically to Sections 405.020 Definitions, 405.150 “C-1” Local Commercial District Regulations, 405.165 “C-3” General Commercial District, 405.170 “M-1” Light Industrial District Regulations, and 405.180 “M-2” Heavy Industrial District Regulations.

Following the legalization of medical marijuana by Missouri voters, City Staff presented code amendments, recommended by the Planning and Zoning Commission and adopted by City Council, providing for the sale and use of marijuana for strictly medical purposes. Last November, Missouri voters opted to amend the Article XIV of the Missouri Constitution by adding provisions for recreational marijuana use by members of the general public aged twenty-one years or older. These changes have ramifications for City law by mandating new uses to be reflected in local zoning ordinances.

The amendments serve the purpose of aligning the City of Republic Municipal Code with the changes to Article XIV of the Missouri State Constitution, by assigning zoning districts for these new uses.

The amendments to Chapter 405 reflect two elements of the changes made to Article XIV of the Missouri Constitution. First, they update the existing definitions relating to medical marijuana. Second, they add the new terms relating to recreational marijuana and integrate the associated uses with appropriate zoning districts. All of the definitions put forth utilize the language of Article XIV of the Missouri Constitution.

The changes to existing medical marijuana definitions are mostly clarifications of language. Of note, are the following items:

- Definitions are now included for “prerolls”, or marijuana cigarettes, which may be produced and sold at “medical marijuana cultivation facilities” and “medical marijuana dispensary facilities.”
- Activities for “medical marijuana cultivation facilities” and “medical marijuana dispensary facilities” now include not only marijuana but marijuana seeds and marijuana vegetative cuttings, as well.
- A “medical marijuana dispensary facility” may conduct their business anywhere on the licensed property or to any legally allowable address provided by the patient or primary caregiver.

New elements appearing in the code concern the addition of facilities where marijuana may be cultivated, infused, or dispensed for both medical and recreational purposes. There are two new facility-types being introduced – comprehensive facilities and microbusiness facilities. Comprehensive facilities are further broken down into three sub-types:

1. “Comprehensive Marijuana Cultivation Facility” – These facilities are licensed to grow for wholesale marijuana and to produce prerolls for both medical and recreational purposes.
2. “Comprehensive Marijuana Dispensary Facility” – These facilities are licensed for retail sale of marijuana, marijuana-infused products, and prerolls for both medical and recreational purposes.
3. “Comprehensive Marijuana-Infused Products Manufacturing Facility” – These facilities are licensed to manufacture and wholesale marijuana-infused products such as edibles, concentrates, oils, or other forms of marijuana extract for both medical and recreational purposes.

Microbusiness facilities are a separate category of licensing intended to bring social equity to provisioners of marijuana in Missouri. These licenses are assigned to members of an applicant pool who meet certain criteria related to income, marijuana incarceration, disabilities, education, or who reside in a Census Tract exhibiting hardships of a similar nature. Microbusiness facilities are of two sub-types:

1. “Microbusiness Dispensary Facility” – These facilities are licensed for retail sale of marijuana, marijuana-infused products, and prerolls for both medical and recreational purposes.
2. “Microbusiness Wholesale Facility” – These facilities are licensed to cultivate up to 250 flowering marijuana plants at any given time, as well to manufacture and wholesale marijuana and marijuana-infused products such as edibles, concentrates, oils, or other forms of marijuana extract for both medical and recreational purposes.

The aforementioned facility types have been assigned to the zoning districts in accordance with the category of activities in which those facilities engage. This amendment proposes the addition of the following uses to the City’s zoning districts:

- Retail Commercial (C-1)
 - Comprehensive Marijuana Dispensary Facility
 - Microbusiness Dispensary Facility
- General Commercial District (C-3)
 - Comprehensive Marijuana Dispensary Facility



- Microbusiness Dispensary Facility
- Light Industrial (M-1)
 - Comprehensive Marijuana-Infused Products Manufacturing Facility
- Heavy Industrial (M-2)
 - Comprehensive Marijuana Cultivation Facility
 - Microbusiness Wholesale Facility

These assignments mirror those previously made for medical marijuana facilities.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, TITLE I "GOVERNMENT CODE", CHAPTER 405 "ZONING REGULATIONS", ARTICLE 405-I "IN GENERAL" AND ARTICLE 405-III "ZONING DISTRICTS – USE AND REGULATIONS", SECTION 405.020 "DEFINITIONS", SECTION 405.150 "C-1 LOCAL COMMERCIAL DISTRICT REGULATIONS", SECTION 405.165 "C-3 GENERAL COMMERCIAL DISTRICT", SECTION 405.170 "M-1 LIGHT INDUSTRIAL DISTRICT REGULATIONS", AND SECTION 405.180 "M-2 HEAVY INDUSTRIAL DISTRICT REGULATIONS"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code provisions on zoning regulations in order to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title I "Government Code", Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-III "Zoning Districts – Use and Regulations", is hereby amended by amending Sections 405.020 "Definitions", 405.150 "C-1 Local Commercial District Regulations", 405.165 "C-3 General Commercial District", 405.170 "M-1 Light Industrial District Regulations", and 405.180 "M-2 Heavy Industrial District Regulations" to read as follows:

405.020 Definitions

- A.** For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition

excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT That enclosed part of a building having at least two (2) feet of its height below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within side or front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

COMPREHENSIVE FACILITY A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient or primary caregiver, as defined by Article XIV of the Missouri Constitution, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, in accordance with Missouri law and with general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store, manufacture, transport to or from a medical facility,

comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER Is either:

1. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
2. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS A plant with foliage that is shed annually.

DISTRICT A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE A vertical line extending from the outermost branches of a tree to the ground.

DWELLING A building or portion thereof designed or used exclusively for residential occupancy,

but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

EVERGREEN A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY The following living arrangements shall constitute a family for the purposes of this Chapter:

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or less unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. It does include porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the City Engineer shall establish the sidewalk grade.

GROUND COVER Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWERS A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

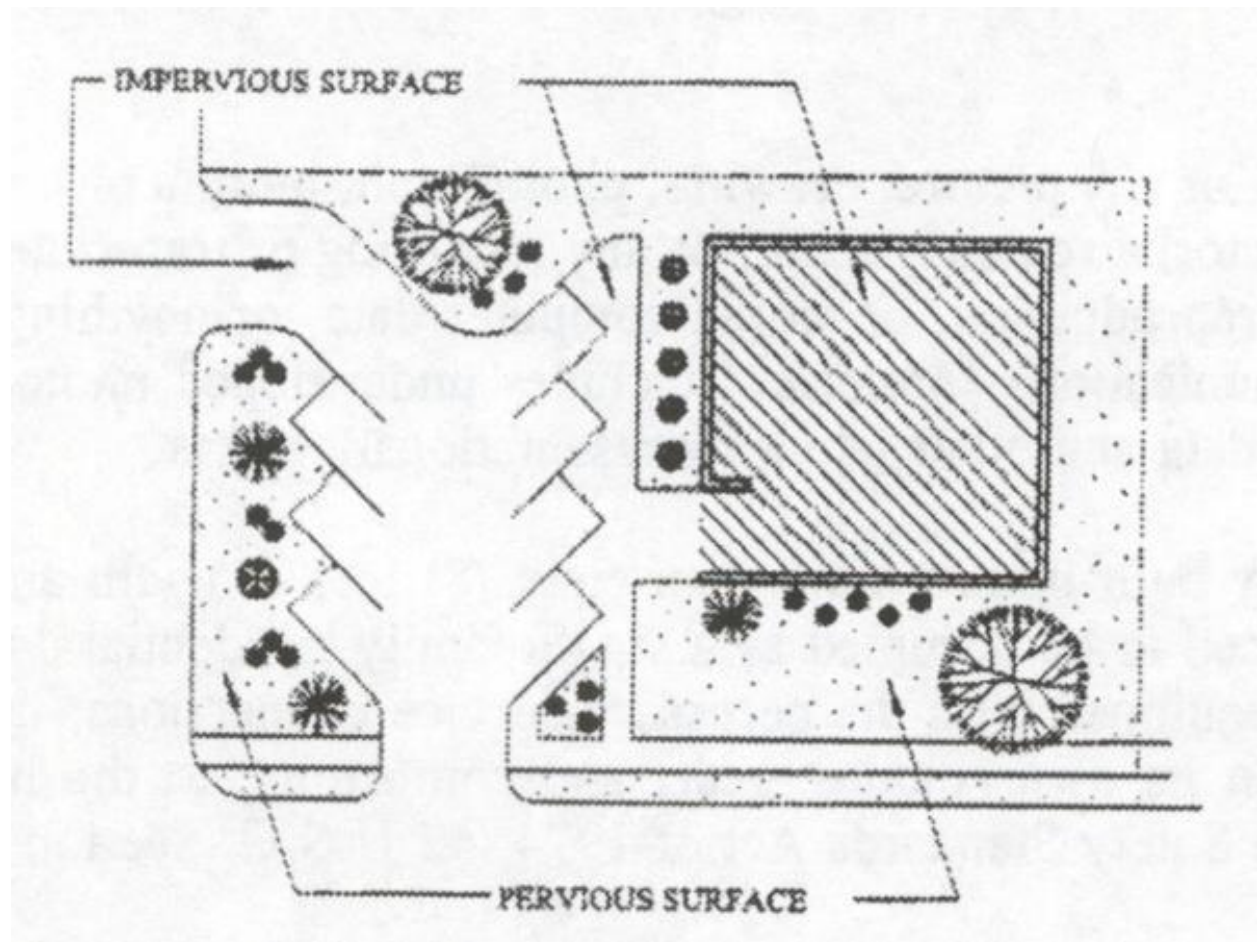
HEDGE A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

INFUSED PREROLL A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper, (2) a dried flower, buds, and/or plant material, and (3) a concentrate, oil or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

IMPERVIOUS, PERVIOUS SURFACE Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION A non-profit establishment for public use.

IRRIGATION SYSTEM A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE Same as "Boarding House."

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp ~~containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three tenths of one percent (3/10 of 1%) on a dry weight basis,~~ as defined by Article XIV of the Missouri Constitution, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof ~~and are intended for use or consumption other than by smoking~~, including, but not limited to, edible products, ointments, tinctures and concentrates products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

MARIJUANA MICROBUSINESS FACILITY A facility licensed by the Missouri Department of Health and Senior Services or its successor agency as a microbusiness dispensary facility or a microbusiness wholesale facility, as defined in Article XIV of the Missouri Constitution.

MATERIAL Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical marijuana dispensary facility, medical marijuana testing facility, medical marijuana cultivation facility, or to a medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

MEDICAL MARIJUANA DISPENSARY FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency, to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV ~~of the~~ Missouri Constitution to a qualifying patient, a primary caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, process, package, store on site or off site,

manufacture, transport to and from, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.

MEDICAL USE The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

MICROBUSINESS DISPENSARY FACILITY A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for by Article XIV of the Missouri Constitution to a consumer, qualifying patient, as that term is defined by Article XIV of the Missouri Constitution, or primary caregiver, as that term is defined by Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, cultivate, process, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE HOME Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE Open space shall be interpreted to mean:

1. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
2. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE See "Impervious Surface."

PLANT COMMUNITY A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

1. Shared parking.
2. Common management.
3. Common identification.
4. Common access.
5. Shared circulation.

PREROLL A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper and (2) a dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

PRESERVE AREAS Vegetative areas required to be preserved by law.

PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

STORAGE, PERSONAL OR SELF STORAGE A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY A structure that:

1. Is subordinate to and serves a principal structure,
2. Is subordinate in area, extent or purpose to the principal structure,
3. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
4. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIALE When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches. On corner lots, multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Director of Community Development or their designee.

YARD, REAR A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

405.150 "C-1" Local Commercial District Regulations

A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.

B. *Uses Permitted.*

1. Automobile parts and accessory stores when entirely enclosed within the building.
2. Accessory building or use.
3. Bar or tavern
4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
6. **Comprehensive marijuana dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
6. 7. Convenience store.
7. 8. Day-care center.
8. 9. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
9. 10. Government buildings and associated uses.
11. 11. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

12. Microbusiness dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

11. 13. Motel, Hotel, Inn or related place of lodging.

12. 14. Off-street parking lot.

13. 15. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.

14. 16. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.

15. 17. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.

16. 18. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.

17. 19. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit. Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.

18. 20. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.

19. 21. Undertaking establishments.

20. 22. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.

2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.

3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

405.165 "C-3" General Commercial District

- A. The zoning of property as "C-3" is intended to provide for retail and wholesale sales and services with only minor restrictions.
- B. *Uses Permitted.*
 1. Residential building construction.
 2. Heavy and civil engineering construction.
 3. Specialty trade contractors.
 4. Merchant wholesalers, durable goods.
 5. Merchant wholesalers non-durable goods.
 6. Motor vehicle and parts dealers.
 7. Furniture and home furnishings stores.
 8. Electronics and appliance stores.
 9. Building material and garden equipment and supplies dealers.
 10. Food and beverage stores.
 11. Health and personal care stores.
 12. Gasoline stations.
 13. Clothing and clothing accessories stores.
 14. Sporting goods, hobby and music stores.
 15. General merchandise stores.
 16. Miscellaneous store retailers such as florists, office supplies, stationery, gift stores, novelty and souvenir stores, used merchandise stores, pet and pet supplies stores, art dealers, manufactured home dealers, tobacco stores.
 17. Non-store retailers.
 18. Truck transportation.
 19. Transit and ground passenger transportation.

20. Support activities for transportation.
21. Postal service.
22. Couriers and messengers.
23. Publishing industries.
24. Motion picture and sound recording industries.
25. Broadcasting.
26. Internet publishing and broadcasting.
27. Telecommunications.
28. Internet service providers.
29. Finance and insurance offices.
30. Real estate, rental and leasing.
31. Professional, scientific and technical services.
32. Management of companies and enterprises.
33. Administrative and support services.
34. Educational services.
35. Health care and social assistance.
36. Arts, entertainment and recreation.
37. Accommodation and food services.
38. Repair and maintenance.
39. Personal and laundry services.
40. Religious, grantmaking, civic, professional and similar organizations.
41. Executive, legislative and other general government services.
42. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
- 43. Comprehensive marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**

44. Microbusiness dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

~~43.~~ **45.** General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.

~~44.~~ **46.** Bar or tavern

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

E. *Site Plan Review.* Development in the "C-3" District shall be subject to site plan review requirements and procedures.

405.170 "M-1" Light Industrial District Regulations

A. *Purpose.* The intent of the "M-1" Light Industrial District is to provide a designated location for restricted manufacturing and related uses which are separated from dissimilar uses.

B. *Uses Permitted.*

1. Any use permitted in a "C-2" Zoning District.
2. Industrial and manufacturing plants where the process of manufacturing or the treatment of materials is such that only a nominal amount of dust, odor, gas, smoke or noise is emitted and not more than fifty percent (50%) of the lot is used for the open storage of products, materials or equipment.

3. Any establishment which provides for the manufacture and/or shipping of products or goods relating to the manufacturing of brooms; candles; carpet; clothing; creamery or dairy products; bottling plant, furniture; ice; insulation; various machines; mattresses; pharmaceuticals; paper; textiles; or similar manufacturing of preassembled parts.
4. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service.
5. Agriculture implements sales and service, excluding the storage of scrap or wrecked tractors; parts; and associated agriculture implements.
6. Auto or vehicle racing tracks, including go-carts, motorcycle or relating events or attractions given that such use is located not less, than two thousand (2,000) feet from any residential district.
7. Mobile home, manufactured or modular homes sales, excluding the manufacturing of the same.
8. *Communication towers.* Communication towers shall be located in accordance with the following restrictions:
 - a. *Setbacks.* The following setbacks shall apply to all communication towers:
 - (1) The minimum setback from all property lines shall equal to fifty percent (50%) of the height of the tower.
 - (2) The minimum setback from the edge of any existing or planned right-of-way shall be eighty (80) feet.
 - (3) The minimum setback from any residential district shall be two hundred (200) feet.
 - (4) Peripheral supports and guy anchors for towers may be located within required setbacks, provided that they shall be entirely within the boundaries of the property on which the tower is located and shall be no closer than fifty (50) feet from any residential district.
 - b. *Height.* The principal support structure for communication towers shall be permitted to exceed the height limit of the zoning district in which it is located, provided that setback standards of this section shall apply.
 - c. A security fence or wall of not less than seven (7) feet in height from finished grade shall be constructed around each communication tower and around each guy anchor and peripheral support. The fence or wall shall comply with the following standards:
 - (1) Access to the tower shall be through a locked gate in the required fence or wall.

- (2) If the communication tower is adjacent to a residential district or a lot occupied by a residential dwelling unit, the required fencing shall consist of a masonry wall or solid fence with trees and shrubs planted along the exterior of the fence or wall. At least one (1) tree and two (2) shrubs shall be required for each thirty linear feet of wall or fencing.
 - (3) If high voltage is necessary for the operation of the communication tower and it is present in ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE — DANGER"
 - d. *Airport approach paths.* Communication towers shall not encroach into or through any public or private airport approach path as established by the Federal Aviation Administration (FAA).
 - e. *Removal of obsolete towers.* All obsolete or unused communication towers shall be removed within twelve (12) months of cessation of use by the legal owner of the tower, at the expense of the owner.
 - f. *Electromagnetic radiation.* Communication towers shall comply with all applicable Federal Communication Commission (FCC) standards for non-ionizing electromagnetic radiation (NIER).
 - g. *Locating on existing towers.* Telecommunication equipment shall be permitted to be located on top of existing towers, such as water, radio, television or other communication towers. Minimum setbacks shall only apply to additional peripheral support structures.
 - h. *Monopole telecommunication towers.* In an effort to reduce the visual blight and wasteful use of land, applicants requesting zoning approval to construct telecommunication towers shall provide justification to the City for the construction of a guyed or lattice tower instead of installing a monopole tower. Property not already zoned for telecommunications towers shall be evaluated for such a use based upon the composition and use of the land intended for the location of the tower. Guyed or lattice tower construction may be grounds for denial of a zoning change or special use permit.
 - i. *Co-location.* Co-location potentially reduces visual blight and the wasteful use of land by reducing the number of telecommunication towers. Co-location of wireless communications equipment for more than one (1) provider at a single communications facility shall be provided upon application for a change in zoning classification for the construction of a telecommunication tower. Failure to provide for co-location on towers may be grounds for denial of a zoning change or special use permit.
9. Medical marijuana-infused products manufacturing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services

(or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.

10. ~~Medical-marijuana testing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.~~

11. **Comprehensive marijuana-infused products manufacturing facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**

C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.

D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

405.180 "M-2" Heavy Industrial District Regulations

- A. *Purpose.* The intent of the "M-2" Heavy Industrial District is to provide a designated location for manufacturing and industrial related uses which shall be separated from dissimilar uses, where the potentially damaging aspects of such are less likely.
- B. *Uses Permitted.*
 1. Any use permitted in a "M-1" Zoning district.
 2. The manufacturing of industrial supplies or materials associated with acid manufacturing; batteries; steel; tin; copper; zinc; cement; lime; gypsum; explosives; fertilizer; lumber;

asphalt shingles; alcohol; ammonia; chemicals; glue; paint; automobiles; motors; tires; belts; rubber; plastics; soap; tar; or associated manufacturing facilities.

3. Any industrial or storage operation pertaining to the manufacturing of cement; lime; gypsum; plaster; asphalt; concrete; aggregate; masonry supply; sand; brick; tile; block; or the production of products from similar materials.
 4. Auto wrecking lots; junk yards; landfills; tank manufacturing and storage yards; and scrap iron yards.
 5. Uses relating to the rendering of fat; feed grinding and processing; livestock auction sales; poultry raising, processing, packing or dressing; stockyards; or slaughter houses.
 6. Medical marijuana cultivation facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 7. **Comprehensive marijuana cultivation facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 8. **Microbusiness wholesale facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.

5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

EXPLANATION(S) - Matter in **bold underlined** 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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

405.020 Definitions

1. For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT That enclosed part of a building having at least two (2) feet of its height below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment

hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within side or front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

COMPREHENSIVE FACILITY

A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority

to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient or primary caregiver, as defined by Article XIV of the Missouri Constitution, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, in accordance with Missouri law and with general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER

Is either:

3. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
4. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS

A plant with foliage that is shed annually.

DISTRICT

A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE

A vertical line extending from the outermost branches of a tree to the ground.

DWELLING

A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM

A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY

A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

[Ord. No. 19-28, 12-10-2019]

EVERGREEN

A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION

Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY

The following living arrangements shall constitute a family for the purposes of this Chapter:

5. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
6. Three (3) or less unrelated persons living as a single housekeeping unit; or
7. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA

The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. It does include porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE

The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH

To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE

A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC

A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE

A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE

The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the City Engineer shall establish the sidewalk grade.

GROUND COVER

Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the

mentally or physically handicapped persons residing in the home.

GUYED TOWERS

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE

A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION

Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

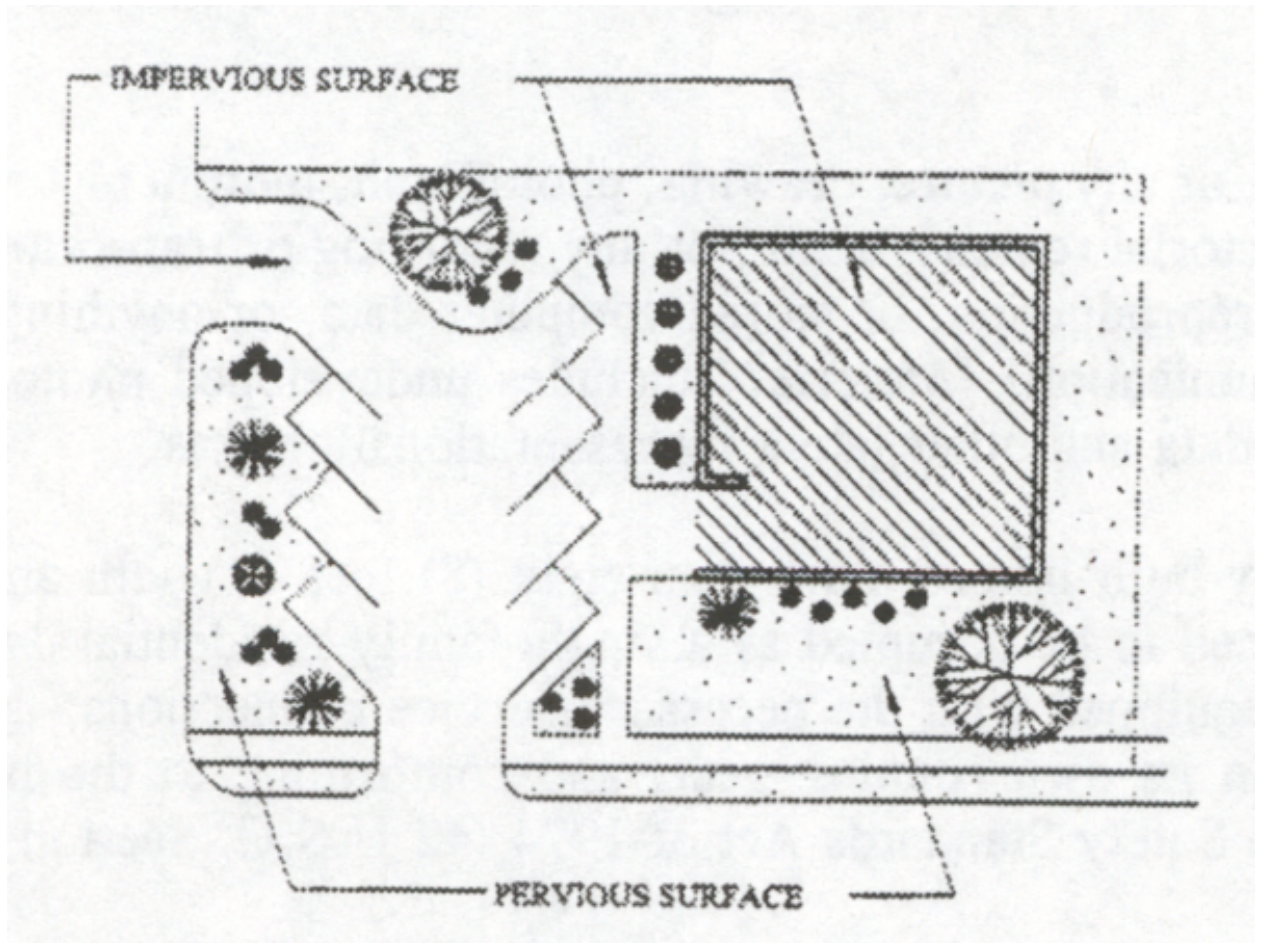
A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

INFUSED PREROLL

A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper, (2) a dried flower, buds, and/or plant material, and (3) a concentrate, oil or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

IMPERVIOUS, PERVIOUS SURFACE

Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER

A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

A

parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES

Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA

Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp ~~containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, as defined by Article XIV of the Missouri Constitution,~~ or commodities or products manufactured from industrial hemp.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA-INFUSED PRODUCTS

Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an e

xtract thereof ~~and are intended for use or consumption other than by smoking,~~ including, but not limited to, ~~edible products, ointments, tinctures and concentrates~~ products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA MICROBUSINESS FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or its successor agency as a microbusiness dispensary facility or a microbusiness wholesale facility, as defined in Article XIV of the Missouri Constitution.

MATERIAL

Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical marijuana dispensary facility, medical marijuana testing facility, medical marijuana cultivation facility, or to a medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency; to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in ~~the~~ Article XIV of the Missouri Constitution to a qualifying patient, a primary caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products m

anufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, process, package, store on site or off site, manufacture, transport to and from, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

~~MEDICAL~~ MARIJUANA TESTING FACILITY

A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL USE

The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

[Ord. No. 19-28, 12-10-2019]

MICROBUSINESS DISPENSARY FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for by Article XIV of the Missouri Constitution to a consumer, qualifying patient, as that term is defined by Article XIV of the Missouri Constitution, or primary caregiver, as that term is defined by Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of Article XIV of the M

Missouri Constitution and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY

A facility licensed by the Missouri Department of Health and Senior Services or successor agency to acquire, cultivate, process, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE HOME

Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME

Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER

A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH

N

on-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE

The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE

Open space shall be interpreted to mean:

8. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
9. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER

A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA

That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE

Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING

A six (6) foot greenspace strip which surrounds the entire premise, not including

where a landscaped street buffer is required.

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED

Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING

A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE

Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

10. Shared parking.
11. Common management.
12. Common identification.
13. Common access.
14. Shared circulation.

PREROLL

A consumable or smokable marijuana product, generally consisting of: (1) a wrap of paper and (2) a dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN

A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK

The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET

The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS

An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE

A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB

A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

STORAGE, PERSONAL OR SELF STORAGE

A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF

A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story

containing independent apartments or living quarters shall be counted as a full story.

STREET

All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE

Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY

A structure that:

15. Is subordinate to and serves a principal structure,
16. Is subordinate in area, extent or purpose to the principal structure,
17. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
18. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER

Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME

A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK

An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE

Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY

Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE

The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE

Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA

A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIABLE

When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING

Existing trees and shrubs of a number, size and species that accomplish the same

general function as new plantings.

XERISCAPE

Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches. On corner lots, multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Director of Community Development or their designee.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE

A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

[CC 1999 §§26-2 — 26-3, 26-132; Ord. No. 03-56 §1, 8-25-2003; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-83 §1, 11-14-2005; Ord. No. 05-96 §1, App. A §1, 12-12-2005; Ord. No. 11-20 §1, 8-8-2011; Ord. No. 19-21, 11-5-2019]

HISTORY

Amended by Ord. [21-13](#) on 4/6/2021

Amended by Ord. [22-15](#) on 4/5/2022

405.150 "C-1" Local Commercial District Regulations

- A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.
- B. *Uses Permitted.*
 - 1. Automobile parts and accessory stores when entirely enclosed within the building.
 - 2. Accessory building or use.
 - 3. Bar or tavern
 - 4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
 - 5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 - 6. **Comprehensive marijuana dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 - 7. Convenience store.
 - 8. Day-care center.
 - 9. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 - 10. Government buildings and associated uses.
 - 11. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 - 12. **Microbusiness dispensary facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.**
 - 13. Motel, Hotel, Inn or related place of lodging.

14. Off-street parking lot.
 15. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.
 16. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.
 17. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.
 18. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.
 19. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit.
Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.
 20. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.
 21. Undertaking establishments.
 22. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.

5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

[Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-19 §1, 3-8-2004]

HISTORY

Amended by Ord. [21-13](#) on 4/6/2021
Amended by Ord. [22-15](#) on 4/5/2022

405.165 "C-3" General Commercial District

- A. *Intent.* The zoning of property as "C-3" is intended to provide for retail and wholesale sales and services with only minor restrictions.
- B. *Uses Permitted.*
 - 1. Residential building construction.
 - 2. Heavy and civil engineering construction.
 - 3. Specialty trade contractors.
 - 4. Merchant wholesalers, durable goods.
 - 5. Merchant wholesalers non-durable goods.
 - 6. Motor vehicle and parts dealers.
 - 7. Furniture and home furnishings stores.
 - 8. Electronics and appliance stores.
 - 9. Building material and garden equipment and supplies dealers.
 - 10. Food and beverage stores.
 - 11. Health and personal care stores.
 - 12. Gasoline stations.
 - 13. Clothing and clothing accessories stores.
 - 14. Sporting goods, hobby and music stores.
 - 15. General merchandise stores.
 - 16. Miscellaneous store retailers such as florists, office supplies, stationery, gift stores, novelty and souvenir stores, used merchandise stores, pet and pet supplies stores, art dealers, manufactured home dealers, tobacco stores.
 - 17. Non-store retailers.
 - 18. Truck transportation.
 - 19. Transit and ground passenger transportation.
 - 20. Support activities for transportation.
 - 21. Postal service.
 - 22. Couriers and messengers.
 - 23. Publishing industries.
 - 24. Motion picture and sound recording industries.
 - 25. Broadcasting.
 - 26. Internet publishing and broadcasting.
 - 27. Telecommunications.
 - 28. Internet service providers.
 - 29. Finance and insurance offices.
 - 30. Real estate, rental and leasing.
 - 31. Professional, scientific and technical services.
 - 32. Management of companies and enterprises.
 - 33. Administrative and support services.
 - 34. Educational services.
 - 35. Health care and social assistance.
 - 36. Arts, entertainment and recreation.
 - 37. Accommodation and food services.

- 38. Repair and maintenance.
 - 39. Personal and laundry services.
 - 40. Religious, grantmaking, civic, professional and similar organizations.
 - 41. Executive, legislative and other general government services.
 - 42. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 - 43. Comprehensive marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 - 44. Microbusiness dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 - 45. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 - 46. Bar or tavern
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
- 1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 - 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 - 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 - 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 - 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

- E. *Site Plan Review*. Development in the "C-3" District shall be subject to site plan review requirements and procedures.

[Ord. No. 06-58 §1, 8-14-2006]

HISTORY

Amended by Ord. [22-15](#) on 4/5/2022

405.170 "M-1" Light Industrial District Regulations

A. *Purpose.* The intent of the "M-1" Light Industrial District is to provide a designated location for restricted manufacturing and related uses which are separated from dissimilar uses.

B. *Uses Permitted.*

1. Any use permitted in a "C-2" Zoning District.
2. Industrial and manufacturing plants where the process of manufacturing or the treatment of materials is such that only a nominal amount of dust, odor, gas, smoke or noise is emitted and not more than fifty percent (50%) of the lot is used for the open storage of products, materials or equipment.
3. Any establishment which provides for the manufacture and/or shipping of products or goods relating to the manufacturing of brooms; candles; carpet; clothing; creamery or dairy products; bottling plant, furniture; ice; insulation; various machines; mattresses; pharmaceuticals; paper; textiles; or similar manufacturing of preassembled parts.
4. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service.
5. Agriculture implements sales and service, excluding the storage of scrap or wrecked tractors; parts; and associated agriculture implements.
6. Auto or vehicle racing tracks, including go-carts, motorcycle or relating events or attractions given that such use is located not less, than two thousand (2,000) feet from any residential district.
7. Mobile home, manufactured or modular homes sales, excluding the manufacturing of the same.
8. *Communication towers.* Communication towers shall be located in accordance with the following restrictions:
 - a) *Setbacks.* The following setbacks shall apply to all communication towers:
 - (1) The minimum setback from all property lines shall equal to fifty percent (50%) of the height of the tower.
 - (2) The minimum setback from the edge of any existing or planned right-of-way shall be eighty (80) feet.
 - (3) The minimum setback from any residential district shall be two hundred (200) feet.
 - (4) Peripheral supports and guy anchors for towers may be located within required setbacks, provided that they shall be entirely within the boundaries of the property on which the tower is located and shall be no closer than fifty (50) feet from any residential district.
 - b) *Height.* The principal support structure for communication towers shall be permitted to exceed the height limit of the zoning district in

which it is located, provided that setback standards of this section shall apply.

- c) A security fence or wall of not less than seven (7) feet in height from finished grade shall be constructed around each communication tower and around each guy anchor and peripheral support. The fence or wall shall comply with the following standards:
 - (1) Access to the tower shall be through a locked gate in the required fence or wall.
 - (2) If the communication tower is adjacent to a residential district or a lot occupied by a residential dwelling unit, the required fencing shall consist of a masonry wall or solid fence with trees and shrubs planted along the exterior of the fence or wall. At least one (1) tree and two (2) shrubs shall be required for each thirty linear feet of wall or fencing.
 - (3) If high voltage is necessary for the operation of the communication tower and it is present in ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE — DANGER"
- d) *Airport approach paths.* Communication towers shall not encroach into or through any public or private airport approach path as established by the Federal Aviation Administration (FAA).
- e) *Removal of obsolete towers.* All obsolete or unused communication towers shall be removed within twelve (12) months of cessation of use by the legal owner of the tower, at the expense of the owner.
- f) *Electromagnetic radiation.* Communication towers shall comply with all applicable Federal Communication Commission (FCC) standards for non-ionizing electromagnetic radiation (NIER).
- g) *Locating on existing towers.* Telecommunication equipment shall be permitted to be located on top of existing towers, such as water, radio, television or other communication towers. Minimum setbacks shall only apply to additional peripheral support structures.
- h) *Monopole telecommunication towers.* In an effort to reduce the visual blight and wasteful use of land, applicants requesting zoning approval to construct telecommunication towers shall provide justification to the City for the construction of a guyed or lattice tower instead of installing a monopole tower. Property not already zoned for telecommunications towers shall be evaluated for such a use based upon the composition and use of the land intended for the location of the tower. Guyed or lattice tower construction may be grounds for denial of a zoning change or special use permit.
- i) *Co-location.* Co-location potentially reduces visual blight and the wasteful use of land by reducing the number of telecommunication towers. Co-location of wireless communications equipment for more

than one (1) provider at a single communications facility shall be provided upon application for a change in zoning classification for the construction of a telecommunication tower. Failure to provide for co-location on towers may be grounds for denial of a zoning change or special use permit.

9. Medical marijuana-infused products manufacturing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 10. ~~Medical~~ marijuana testing facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 11. Comprehensive marijuana-infused products manufacturing facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

[CC 1999 §§26-27 — 26-30]

405.180 "M-2" Heavy Industrial District Regulations

- A. *Purpose.* The intent of the "M-2" Heavy Industrial District is to provide a designated location for manufacturing and industrial related uses which shall be separated from dissimilar uses, where the potentially damaging aspects of such are less likely.
- B. *Uses Permitted.*
1. Any use permitted in a "M-1" Zoning district.
 2. The manufacturing of industrial supplies or materials associated with acid manufacturing; batteries; steel; tin; copper; zinc; cement; lime; gypsum; explosives; fertilizer; lumber; asphalt shingles; alcohol; ammonia; chemicals; glue; paint; automobiles; motors; tires; belts; rubber; plastics; soap; tar; or associated manufacturing facilities.
 3. Any industrial or storage operation pertaining to the manufacturing of cement; lime; gypsum; plaster; asphalt; concrete; aggregate; masonry supply; sand; brick; tile; block; or the production of products from similar materials.
 4. Auto wrecking lots; junk yards; landfills; tank manufacturing and storage yards; and scrap iron yards.
 5. Uses relating to the rendering of fat; feed grinding and processing; livestock auction sales; poultry raising, processing, packing or dressing; stockyards; or slaughter houses.
 6. Medical marijuana cultivation facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]
 7. Comprehensive marijuana cultivation facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
 8. Microbusiness wholesale facility as defined in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*

1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Raven Ellis III

Commissioner Signature:

Raven Ellis III

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

C. Ghyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

Addition of non-medical marijuana facilities and dispensaries

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

☒ Approval

☐ Denial

Commissioner Name:

Brian Daubrava

Commissioner Signature:

Brian Daubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Recreational Marijuana (ORD 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☐ Approval ☐ Denial

Commissioner Name:



Commissioner Signature:



Date:

2/14/23

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-04 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title VI “Business And Occupation”, Chapter 635 “Medical Marijuana Facilities”, Sections 635.010 “Definitions”, 635.020 “Compliance With Law”, 635.030 “Licensing”, 635.040 “Distance Requirements From Schools”, 635.050 “Distance Requirements From Churches”, 635.060 “Distance Requirements From Daycares”, 635.070 “Measurements”, 635.080 “Hours Of Operation”, and 635.090 “Medical Marijuana Facility Requirements.”

Submitted By: Chris Tabor, Principal Planner

Date: February 21, 2023

Issue Statement

Consideration to Amendments to Chapter 635 of the Republic Municipal Code.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Title VI Business and Occupation – specifically amending Chapter 635 Medical Marijuana Facilities.

Following the legalization of medical marijuana by Missouri voters, City Staff presented code amendments, relating to the licensing and operation of medical marijuana facilities. These code changes were adopted by City Council in 2019.

History and General Information

Last November, voters approved the amendment of Article XIV of the Missouri Constitution by amending Section 1 and adding Section 2. Section 1 concerns medical marijuana, while Section 2 introduced provisions to allow for the adult-use, or recreational use, of marijuana. The change to state law makes it necessary to update our code accordingly to ensure compliance.

As a result of the new law, there are now three categories of facilities that concern marijuana in some operational capacity, two of which are new: medical facilities, comprehensive facilities, and marijuana microbusiness facilities.

Medical facilities are those facilities that work with medical marijuana. Comprehensive facilities are those facilities where marijuana may be cultivated, infused, or dispensed for both medical and recreational purposes. Marijuana microbusiness facilities are a separate category of facilities intended to bring social equity to provisioners of marijuana. These facilities may cultivate and dispense marijuana but may not infuse products.



Each of these facility-types has been incorporated into Chapter 635, which previously concerned only medical marijuana facilities.

Many of the changes made to this chapter are merely housekeeping and seek to clarify and update language to more closely mirror the state. Of note are amendments certain sections addressed below.

Sections 635.050 – 635.070

Distance requirements have been included for the new facility-types that matches what City Council had previously adopted. One thousand (1,000) feet of separation is required between any new marijuana facility and a pre-existing protected use. Protected uses are churches, schools, and day cares. Protected uses may not waive this right of required separation. Additionally, the state has included clarification on the method of measurement between new marijuana facilities and protected uses. Previously, local jurisdictions were responsible for formulating their own standards. This guidance removes this burden from cities while creating a state standard for determining the distance between protected uses and potential marijuana facilities.

Section 635.090 Marijuana Facility Requirements

This section serves to place requirements of the operation of all marijuana facilities, both medical and otherwise. Most of these requirements are carried over from the previously adopted regulations of this same section, however, certain updates were made to ensure compliance with the standards and regulations of state law.

Of note is the allowance in state law for dispensaries, both medical and non-medical, to conduct service “anywhere on the licensed property or to any address as directed by the patient...or consumer.” This change allows for sales directly to vehicles onsite and for home deliveries by the seller. Relatedly, state law requires that the provision of services by the seller “may not be visible from a public place outside of the marijuana facility...” The recommended amendment to the code incorporates all the aforementioned revisions to state law.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE VI "BUSINESS AND OCCUPATION", CHAPTER 635 "MEDICAL MARIJUANA FACILITIES", SECTIONS 635.010 "DEFINITIONS", 635.020 "COMPLIANCE WITH LAW", 635.030 "LICENSING", 635.040 "DISTANCE REQUIREMENTS FROM SCHOOLS", 635.050 "DISTANCE REQUIREMENTS FROM CHURCHES", 635.060 "DISTANCE REQUIREMENTS FROM DAYCARES", 635.070 "MEASUREMENTS", 635.080 "HOURS OF OPERATION", AND 635.090 "MEDICAL MARIJUANA FACILITY REQUIREMENTS"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing City Municipal Code provisions on business licensing to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title VI "Business and Occupation", Chapter 635 "Medical Marijuana Facilities", is hereby amended by amending Sections 635.010 "Definitions", 635.020 "Compliance with Law", 635.030 "Licensing", 635.040 "Distance Requirements from Schools", 635.050 "Distance Requirements from Churches", 635.060 "Distance Requirements from Daycares", 635.070 "Measurements", 635.080 "Hours of Operation", and 635.090 "Medical Marijuana Facility Requirements", to read as follows:

Chapter 635 ~~Medical~~ Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

635.010 Definitions

The term "Comprehensive Facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

The term "Marijuana Facility" means a comprehensive marijuana cultivation facility comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this

section, but shall not include a medical facility authorized to operate under Article XIV, Section 1 of the Missouri Constitution.

The term "Medical Facility" means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in Article XIV, Section 1 of the Missouri Constitution.

The terms "church," "co-location," "day care," "day care center," "marijuana," "marijuana-infused products," "marijuana microbusiness facility," "marijuana testing facility," "microbusiness dispensary facility," "microbusiness wholesale facility" and all other related terms not specifically defined in this Chapter shall have the definitions set forth in ~~Unless specifically defined in this Chapter, definitions shall be in accordance with the~~ Article XIV, Sections 1 and 2 of the Missouri Constitution and the Missouri Department of Health and Senior Services (or its successor) and in City Code Section 405.020. ~~regulations governing medical marijuana facilities, which are currently in 19 CSR 30-95.~~

635.020 Compliance With Law

~~All~~ Each ~~medical marijuana facilities~~ facility, comprehensive facility, and marijuana facility shall always ~~comply~~ maintain compliance with all applicable state laws ~~and regulations,~~ regulations issued by the Missouri Department of Health and Senior Services (or its successor), ~~and the Municipal City Code, related to medical marijuana facilities.~~ If the State's laws and regulations are more restrictive than the City's laws and regulations, ~~than the more restrictive requirement applies.~~

635.030 Licensing

No medical ~~marijuana~~ facility, comprehensive facility or marijuana facility shall be operated without a valid business license, ~~an~~ a valid occupancy permit, and a valid license issued by the Missouri Department of Health and Senior Services (or its successor).

635.040 Distance Requirements From Schools

- A. No medical ~~facility~~ marijuana dispensary facilities **formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

- ~~C. B.~~ No **comprehensive facility formed after December 8, 2022**, ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~C.~~ No **marijuana facility formed after December 8, 2022**, ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~D.~~ No ~~medical marijuana testing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical marijuana~~ facilities.

635.050 Distance Requirements From Churches

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~B.~~ No ~~medical marijuana dispensary facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections ~~1 or 2~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~C. B.~~ No **comprehensive facility formed after December 8, 2022**, ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing ~~medical marijuana~~ facilities.
- ~~C.~~ No **marijuana facility formed after December 8, 2022**, ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license

or for zoning approval, within one thousand (1,000) feet of any then-existing church, as church is defined by State laws and regulations governing medical-marijuana facilities.

- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~

635.060 Distance Requirements From Daycares

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~B. No medical marijuana dispensary facilities licensed by the Missouri Department of Health and Senior Services (or its successor) and authorized to operate under Article XIV, Sections 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~
- ~~C. B. No comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- C. No marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities** licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~1~~ **2** of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center, as daycare center is defined by State laws and regulations governing medical marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare center is defined by State laws and regulations governing medical marijuana facilities.~~

635.070 Measurements

Measurements shall be made in accordance with State laws and the Missouri Department of Health and Senior Services (or its successor) regulations governing medical marijuana facilities. **In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be**

measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

635.080 Hours Of Operation

The ~~medical marijuana dispensary facility's~~ hours of operation **for any medical marijuana dispensary facility, comprehensive marijuana dispensary facility, or microbusiness dispensary facility** shall be limited to 8:00 a.m. to 8:00 p.m., **central standard time**, Sunday through Saturday. No sales or distribution of ~~medical marijuana or any other products~~ **marijuana-infused products** sold to the public shall take place outside of the hours of operation. ~~No persons not employed by the facility shall be on the premises without being approved by the facilities' security personnel and shall be required to obtain and display an after-hours pass.~~

635.090 ~~Medical Marijuana Facility~~ Requirements for Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

- A. **Medical Facilities.** ~~Medical marijuana facilities~~ **A medical facility** shall only sell medical marijuana or medical marijuana-infused products to a **qualifying** ~~qualified~~ patient in possession of a valid qualified patient identification card or a caretaker of a **qualifying** ~~qualified~~ patient, or patients, in possession of a valid qualified caretaker card issued from the Missouri Department of Health and Senior Services or its successor.
- B. **Outdoor Operations or Storage Prohibited.** ~~All The medical marijuana facility facilities,~~ **marijuana facilities and comprehensive facilities** shall be located **within** and operated from a ~~permanent and~~ **fully affixed,** enclosed structure and may not be located in a trailer, cargo container, or motor vehicle, and the structure shall not be **or other** mobile or operate from a transitory location. No marijuana or marijuana-infused products may be displayed so as to be visible by a person of normal visual acuity standing outside the boundary of the parcel on which the facility is located. ~~Any and all~~ **The** cultivation, processing, storage, display, sales or other distribution of marijuana, **marijuana-infused products or marijuana accessories** shall **may not be visible from a public place outside of the medical facility, comprehensive facility, or marijuana facility without the use of binoculars, aircraft, or other optical aids.** ~~occur within the enclosed structure and shall not be visible from the exterior of the building.~~
- C. ~~The medical marijuana facility shall not sell to customers who are in cars or who consume the sold products in cars parked on the facility, nor shall it sell products through a sales window, to customers who are in cars, for the immediate consumption by the customer either on or off the premises.~~

- ~~D. The medical marijuana facility shall not provide delivery services for any of its products unless otherwise allowed by State law.~~
- ~~E.~~ **C. Ventilation Required.** Each All medical facilitymarijuana facilities, marijuana facility, and comprehensive facility shall have installed and operational at all times a ventilation system or odor mitigation system to prevent any odor of marijuana from leaving the structure building or individual unit where in which the facility operates, ~~from~~ so that no odor of marijuana shall be detectable by a person with normal sense of smell beyond the boundary of the parcel on which the facility is located. building or unit where the facility operates. The facility shall not use any equipment or process that creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the building or unit where the facility operates.
- ~~F.~~ **D. Nuisances Prohibited.** No medical marijuana facility, marijuana facility, or comprehensive facility shall create or cause any public nuisance.
- ~~G.~~ If a medical marijuana facility elects to sell devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, and related tools, water pipes, and vaporizers, said items shall only be sold to an individual who is a qualified patient in possession of a valid qualified patient identification card or a caretaker of a qualified patient, or patients, in possession of a valid qualified caretaker card.
- ~~H.~~ No medical marijuana facility shall display signage or advertisements with the "marijuana" or "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana unless the word or phrase is immediately proceeded by the word "medical" in the same type and font as all other words and symbols.
- ~~I.~~ No medical marijuana facility shall advertise or promote the recreational or other use of medical marijuana that is inconsistent with the medical use of medical marijuana.
- ~~J.~~ E. No medical marijuana facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility. Onsite Usage Prohibited. No medical facility, comprehensive facility, or marijuana microbusiness facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility unless otherwise authorized by Article XIV Sections 1 or 2 or the Missouri Constitution or other state law.
- ~~K.~~ **F. Display of Licenses Required.** No medical marijuana facility, comprehensive facility, or marijuana facility shall operate unless the its license(s) issued by the Missouri Department of Health and Senior Services (or its successor), is displayed in an openly and conspicuously placed at the entrance to the facility. on the premises.
- ~~L.~~ **G. Minimum Age Required.** No person under the age of eighteen (18) years, except a qualifying patient ~~when~~ accompanied by a parent or legal guardian, shall be allowed on the premisespremised of the a medical marijuana facility, comprehensive facility, or marijuana facility.
- ~~M.~~ **H. Security Measures Required.** No medical marijuana facility, comprehensive facility, or marijuana facility shall operate unless all the safety and security requirements ~~as required~~ under state law or mandated by the Missouri Department of Health and Senior Services (or its successor) are in place and fully functional at all times. All security records shall be maintained by the facility and made available to law enforcement upon request.

- ~~E. The medical marijuana facility shall display a sign on the interior of the facility indicating that a patient identification card or primary caregiver identification card, issued from the Missouri Department of Health and Senior Services (or its successor), is required and must be presented to purchase medical marijuana and marijuana-infused products.~~
- ~~F. Within thirty (30) days of ceasing operations, all medical marijuana-related products, supplies, and equipment, including signage, shall be removed from the facility.~~
- ~~G. It shall be unlawful for any person to distribute, transmit, give, dispense, or otherwise provide medical retail marijuana as a home occupation.~~
- ~~H. The regulations contained in this Chapter shall be in addition to any and all regulations contained elsewhere in the Municipal Code or Zoning Ordinance.~~

EXPLANATION(S) - Matter in **bold underlined** 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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:

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

Megan McCullough, City Attorney

Chapter 635 ~~Medical Marijuana Facilities~~ and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1

635.010 Definitions

The term "Comprehensive Facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

The term "Marijuana Facility" means a comprehensive marijuana cultivation facility comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this section, but shall not include a medical facility authorized to operate under Article XIV, Section 1 of the Missouri Constitution.

The term "Medical Facility" means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in Article XIV, Section 1 of the Missouri Constitution.

The terms "church," "co-location," "day care," "day care center," "marijuana," "marijuana-infused products," "marijuana microbusiness facility," "marijuana testing facility," "microbusiness dispensary facility," "microbusiness wholesale facility" and all other related terms not specifically defined in this Chapter shall have the definitions set forth in ~~Unless specifically defined in this Chapter, definitions shall be in accordance with the~~ Article XIV, Sections 1 and 2 of the Missouri Constitution and the Missouri Department of Health and Senior Services (or its successor) and in City Code Section 405.020. ~~regulations governing medical marijuana facilities, which are currently in 19 CSR 30-95.~~

635.020 Compliance With Law

~~All~~Each ~~medical marijuana facilities facility, comprehensive facility, and marijuana facility~~ shall ~~always comply~~maintain compliance with all applicable state laws, ~~and~~ regulations issued by the Missouri Department of Health and Senior Services (or its successor), ~~and the Municipal City Code related to medical marijuana facilities.~~ If the State's laws and regulations are more restrictive than the City's laws, ~~than then~~ the more restrictive requirement applies.

[Ord. No. 19-34, 1-7-2020]

635.030 Licensing

No medical facility, comprehensive facility, or marijuana facility shall ~~be~~ operated without a valid business license, ~~an~~ valid occupancy permit, and a valid license issued by the Missouri Department of Health and Senior Services (or its successor).

[Ord. No. 19-34, 1-7-2020]

635.040 Distance Requirements From Schools

- A. No medical facility~~marijuana dispensary facilities~~ formed after December 8, 2022, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall

be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical ~~marijuana~~ facilities.

- B. No ~~comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No ~~marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- ~~D. No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing elementary or secondary school or property owned by a school district, as elementary and secondary schools are defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.050 Distance Requirements From Churches

- A. No medical ~~facility~~ ~~marijuana dispensary facilities~~ ~~formed after December 8, 2022,~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- B. No ~~comprehensive facility formed after December 8, 2022, medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No ~~marijuana facility formed after December 8, 2022, medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-

existing church as church is defined by State laws and regulations governing ~~medical~~ marijuana facilities.

- ~~D.—No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing church as church is defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.060 Distance Requirements From Daycares

- A. No medical ~~facility~~ **marijuana dispensary facilities formed after December 8, 2022**, licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing medical ~~marijuana~~ facilities.
- B. No **comprehensive facility formed after December 8, 2022**, ~~medical marijuana cultivation facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- C. No **marijuana microbusiness facility formed after December 8, 2022**, ~~medical marijuana-infused products manufacturing facilities~~ licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section ~~21~~ of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing ~~medical~~ marijuana facilities.
- ~~D.—No medical marijuana testing facilities licensed by the Missouri Department of Health and Senior Services (or its successor), and authorized to operate under Article XIV, Section 1 or 2 of the Missouri Constitution, including one co-located, shall be initially sited or expanded, at the time of application for license or for zoning approval, within one thousand (1,000) feet of any then-existing daycare center as daycare is defined by State laws and regulations governing medical marijuana facilities.~~

[Ord. No. 19-34, 1-7-2020]

635.070 Measurements

~~Measurements shall be made in accordance with State laws and the Missouri Department of Health and Senior Services (or its successor) regulations governing medical marijuana facilities.~~ **In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school,**

daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

[Ord. No. 19-34, 1-7-2020]

635.080 Hours Of Operation

The ~~medical marijuana dispensary facility's~~ hours of operation for any medical marijuana dispensary facility, comprehensive marijuana dispensary facility, and microbusiness dispensary facility shall be limited to 8:00 a.m. to 8:00 p.m., central standard time, Sunday through Saturday. No sales or distribution of ~~medical~~ marijuana or any other marijuana-infused products ~~sold~~ to the public shall take place outside of the hours of operation. ~~No persons not employed by the facility shall be on the premises without being approved by the facilities' security personnel and shall be required to obtain and display an after hours pass.~~

[Ord. No. 19-34, 1-7-2020]

635.090 Medical Marijuana Facility Requirements for Marijuana Facilities and Medical Facilities Licensed Under MO. Const. Article XIV, Section 1 and Section 2

- A. ~~Medical marijuana facilities~~ A medical facility shall only sell medical marijuana or medical marijuana-infused products to a qualifying~~qualified~~ patient in possession of a valid qualified patient identification card or a caretaker of a qualifying~~qualified~~ patient, or patients, in possession of a valid qualified caretaker card issued from the Missouri Department of Health and Senior Services or its successor.
- B. Outdoor Operations or Storage Prohibited. ~~All~~The medical ~~marijuana facility~~facilities, marijuana facilities and comprehensive facilities shall be located within and operated from a ~~permanent~~ and fully affixed, enclosed structure and may not be located in a trailer, cargo container, or motor vehicle, ~~and the structure shall not be or other~~ mobile or ~~operate from a~~ transitory location. Any and all cultivation, processing, storage, display, sales or other distribution of marijuana shall not be visible from a public place outside of medical facility, comprehensive facility, or marijuana microbusiness facility without the use of binoculars, aircraft, or other optical aids. ~~occur within the enclosed structure and shall not be visible from the exterior of the building.~~
- C. ~~The medical marijuana facility shall not sell to customers who are in cars or who consume the sold products in cars parked on the facility, nor shall it sell products through a sales window, to customers who are in cars, for the immediate consumption by the customer either on or off the premises.~~
- D. ~~The medical marijuana facility shall not provide delivery services for any of its products unless otherwise allowed by State law.~~
- E. Ventilation Required. ~~Each~~All medical ~~facility~~marijuana facilities, comprehensive facility, and marijuana facility shall have installed and operational at all times a ventilation system or odor mitigation system to prevent any odor of marijuana from leaving the structure~~building or~~

~~individual unit wherein which~~ the facility operates, ~~from~~ so that no odor of marijuana shall be detectable by a person with normal sense of smell beyond the boundary of the parcel on which the facility is located~~building or unit where the facility operates~~. The facility shall not use any equipment or process that creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the building or unit where the facility operates.

- F. **Nuisances Prohibited.** No medical ~~marijuana facility, marijuana facility, or comprehensive facility~~ shall create or cause any public nuisance.
- ~~G. If a medical marijuana facility elects to sell devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, and related tools, water pipes, and vaporizers, said items shall only be sold to an individual who is a qualified patient in possession of a valid qualified patient identification card or a caretaker of a qualified patient, or patients, in possession of a valid qualified caretaker card.~~
- ~~H. No medical marijuana facility shall display signage or advertisements with the "marijuana" or "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana unless the word or phrase is immediately preceded by the word "medical" in the same type and font as all other words and symbols.~~
- ~~I. No medical marijuana facility shall advertise or promote the recreational or other use of medical marijuana that is inconsistent with the medical use of medical marijuana.~~
- J. No medical marijuana facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility. **Onsite Usage Prohibited. No medical facility, comprehensive facility, or marijuana microbusiness facility shall allow marijuana to be consumed on the premises or within the parking lot used by the facility unless it is authorized by Article XIV Sections 1 or 2 or the Missouri Constitution or Missouri law.**
- ~~K. —~~
- L. **Display of Licenses Required.** No medical ~~marijuana facility, comprehensive facility, nor marijuana facility~~ shall operate unless ~~theits~~ license(s) issued by the Missouri Department of Health and Senior Services (or its successor), is displayed in an ~~openly~~ and conspicuously placed on the premises~~at the entrance to the facility~~.
- M. **Minimum Age Required.** No person under the age of eighteen (18) ~~years~~, except a qualifying patient ~~when~~ accompanied by a parent or legal guardian, shall be allowed on the premises~~premised of thea~~ medical ~~marijuana facility, comprehensive facility, or marijuana facility~~.
- N. **Security Measures Required.** No medical ~~marijuana facility, comprehensive facility, nor marijuana facility~~ shall operate unless all the safety and security requirements ~~as required~~ under state law or mandated by the Missouri Department of Health and Senior Services (or its successor) are in place and fully functional at all times. All security records shall be maintained by the facility and made available to law enforcement upon request.
- ~~O. The medical marijuana facility shall display a sign on the interior of the facility indicating that a patient identification card or primary caregiver identification card, issued from the Missouri Department of Health and Senior Services (or its successor), is required and must be presented to purchase medical marijuana and marijuana-infused products.~~
- ~~P. Within thirty (30) days of ceasing operations, all medical marijuana-related products, supplies, and equipment, including signage, shall be removed from the facility.~~
- ~~Q. It shall be unlawful for any person to distribute, transmit, give, dispense, or otherwise provide medical retail marijuana as a home occupation.~~
- ~~R. The regulations contained in this Chapter shall be in addition to any and all regulations contained elsewhere in the Municipal Code or Zoning Ordinance.~~

[Ord. No. 19-34, 1-7-2020]



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-05 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri, Title II “Public Health, Safety And Welfare”, Article 215-XI “Offenses Concerning Drugs and Alcohol”, Chapter 215 “Offenses”, by Amending Section 215.1800 “Possession Or Control Of A Controlled Substance”, by Repealing Section 215.1801 “Failure To Produce Medical Marijuana Identification” and Section 215.1804 “Medical Marijuana Cultivation”, and by Adding New Section 215.1805 “Marijuana Cultivation.”

Submitted By: Megan McCullough, City Attorney

Date: February 21, 2023

Issue Statement

To amend the City Municipal Code to coincide with the law changes implemented by Constitutional Amendment 3, passed by the voters of the State of Missouri in November 2022 and effective December 8, 2022.

Discussion and/or Analysis

Voters recently approved an amendment to Article XIV Section 2 of the Missouri Constitution, legalizing the purchase, sale, cultivation, possession and use of recreational marijuana (also known as “adult use marijuana”) (“Amendment 3”). Chapter 215 of the existing Municipal Code contains provisions pertaining to drug-related offenses, which include the prohibition against the possession of marijuana (and other related offenses). With the passage of Amendment 3, such provisions are now essentially void as unconstitutional and must be repealed and/or amended to meet the new state law, which governs.

The changes proposed include the addition of definitions relating to adult use marijuana and adult use marijuana products, as defined in Amendment 3. The changes proposed also contain the new elements of unlawful possession, identifying the circumstances under which it remains unlawful to possess/use recreational marijuana. Some examples of those changes include prohibitions of possession/use by persons under the age of 21, quantity restrictions containing maximum allowable amounts for possession, and time/place restrictions containing prohibited places where marijuana remains a banned substance (i.e., school busses, City-owned property, daycares, etc.)

Under the proposed revisions, Sections 215.1801 and 215.1804 pertaining to patient cards required for medical marijuana would be repealed, as they are moot under the new provisions of Amendment 3. Lastly, a new Section (215.1805) would be added to correspond with the provisions of Amendment 3 governing the cultivation of marijuana by authorized persons.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, TITLE II "PUBLIC HEALTH, SAFETY AND WELFARE", ARTICLE 215-XI "OFFENSES CONCERNING DRUGS AND ALCOHOL", CHAPTER 215 "OFFENSES", BY AMENDING SECTION 215.1800 "POSSESSION OR CONTROL OF A CONTROLLED SUBSTANCE", BY REPEALING SECTION 215.1801 "FAILURE TO PRODUCE MEDICAL MARIJUANA IDENTIFICATION" AND SECTION 215.1804 "MEDICAL MARIJUANA CULTIVATION", AND BY ADDING NEW SECTION 215.1805 "MARIJUANA CULTIVATION"

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

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

WHEREAS, the voters of the State of Missouri recently approved an amendment to the Missouri Constitution legalizing certain possession, consumption, distribution, production, purchase and sale of marijuana for 'adult use' (herein, "Amendment 3"), effective as of December 8, 2022; and

WHEREAS, the City has identified a need to amend the existing Municipal Code provisions on Offenses in order to ensure conformity with the provisions and purpose(s) of Amendment 3.

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

Section 1: Title II "Public Health, Safety and Welfare", Article 215-XI "Offenses Concerning Drugs and Alcohol", Chapter 215 "Offenses", is hereby amended by amending Section 215.1800 "Possession Or Control Of A Controlled Substance", by repealing Section 215.1801 "Failure to Produce Medical Marijuana Identification" and Section 215.1804 "Medical Marijuana Cultivation", and by adding new Section 215.1805 "Marijuana Cultivation" to read as follows:

215.1800 Unlawful Possession Or Control Of A Controlled Substance

A. Definitions. The following definitions shall apply to this Chapter:

- 1. The terms "marijuana", "infused preroll", "preroll", "marijuana infused products" "flowering plant", and any other term not specifically defined in this section that relates to adult use (non-medical) marijuana shall each have the definition set forth in Article XIV Section 2 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) in the Code of State Regulations regarding adult use (non-medical) marijuana.**
- 2. The terms medical marijuana, "medical marijuana facility", "qualifying patient", "primary caregiver", and any other term not specifically defined in this section that relates to medical marijuana shall each have the definition set forth in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and**

Senior Services (or its successor) in the Code of State Regulations regarding medical marijuana.

The term "directly" shall mean the shortest possible practicable route from the medical marijuana facility to the permitted destination or destinations, without any voluntary detours or additional stops.

~~A.~~ **B. Controlled Substance Other than Marijuana, Infused Preroll, Preroll, or Marijuana-Infused Products.** A person commits the offense of unlawful possession or control of a controlled substance other than marijuana, infused preroll, preroll, or marijuana-infused products if he or she knowingly possesses ~~such a~~ controlled substance or a controlled substance analog as ~~these~~ terms are defined in Chapter 195, RSMo., except to the extent such possession or control is as authorized by Chapter 579 or Chapter 195, RSMo., ~~but excluding the possession of marijuana or any synthetic cannabinoid.~~

~~B.~~ **C. Marijuana, Infused Preroll, Preroll, or Marijuana-Infused Products.** A person commits the offense of unlawful possession or control of marijuana, infused preroll, preroll, or marijuana-infused products if such person: ~~is in possession of any amount of marijuana, marijuana-infused product, or synthetic cannabinoid:~~

1. Is under twenty one (21) years of age at the time of such possession or control; or
2. Possesses or controls an amount exceeding the equivalent of three (3) ounces of dried, unprocessed marijuana; or
3. Is in such possession or control while on the grounds of a City-owned property, City-owned park or City-owned building.
4. Is in such possession or control while on the grounds of a public or private preschool, elementary school or secondary school, or institution of higher education; or
5. Is in such possession or control while in a school bus; or
6. Is in such possession or control while on the grounds of a correctional facility.

c. ———, except:

1. ——— A qualified patient in possession of a valid qualified patient identification card, in an amount no larger than allowed by the Missouri Department of Health and Senior Services (or its successor) for the patient's own personal use, as long as the marijuana was cultivated in the State of Missouri, and is completely contained in the original labeled package for sale or in the case of personal cultivation as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) a sealed container,

2. ——— A caregiver of a qualified patient, or patients, in possession of a valid qualified caregiver card in an amount no larger than allowed by the Missouri Department of Health and Senior Services (or its successor) for the qualified patient or patient's own personal use, as long as the marijuana was cultivated in the State of Missouri, and is completely contained in the original labeled package for sale or in the case of personal cultivation as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) a sealed container, but only when transporting

~~the medical marijuana directly to a qualified patient or when accompanying a qualified patient or patients, or~~

~~3. An owner or an employee of a medical marijuana facility within the enclosed building licensed as such by the City and the Missouri Department of Health and Senior Services (or its successor), or when delivering directly to a qualified patient's or caregiver's residence, if allowed by law, with a valid qualified patient identification card or a valid qualified caregiver card or another medical marijuana facility, as long as the marijuana was cultivated in the State of Missouri.~~

- D. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this Section, it shall not be necessary to include any exception, excuse, provision, or exemption contained in this Section, Chapter 579 RSMo., or Chapter 195, RSMo., and the burden of proof of any such exception, excuse, provision or exemption shall be upon the defendant.

~~215.1801 Failure To Produce Medical Marijuana Identification~~

~~Any person who in possession of medical marijuana or drug paraphernalia commonly used to consume medical marijuana shall, immediately upon the request of any Law Enforcement Officer, produce a valid permit issued by the Missouri Department of Health and Senior Services (or its successor) for such possession including, but not limited to, a qualified patient identification card, a qualified caregiver card, or a qualified patient cultivation. Any person who fails to produce such a permit upon request shall be guilty of the offense of failure to produce a medical marijuana permit. Conviction of this offense shall be punishable by a fine not to exceed fifty dollars (\$50.00).~~

~~215.1804 Medical Marijuana Cultivation~~

- A. ~~It shall be unlawful for any person to cultivate marijuana without a valid qualified patient cultivation card as issued by the Missouri Department of Health and Senior Services (or its successor).~~
- B. ~~It shall be unlawful for a person with a valid qualified patient cultivation card as issued by the Missouri Department of Health and Senior Services (or its successor) to:~~
- ~~1. Cultivate marijuana in an area not enclosed, locked, and equipped with security devices as prescribed by law or the Missouri Department of Health and Senior Services (or its successor).~~
 - ~~2. Cultivate marijuana in an amount greater than allowed by law or the Missouri Department of Health and Senior Services (or its successor).~~
 - ~~3. Cultivate without a State cultivation authorization clearly displayed within the enclosed cultivation area.~~
 - ~~4. Have the cultivation area fail to comply with adopted Building, Fire, and other Municipal Codes and/or fail to be properly ventilated so as not to create excessive heat, humidity, mold, hazardous atmosphere, or other related conditions.~~
 - ~~5. Fail to maintain the primary use of residential property where marijuana is cultivated in the home cultivation registration as a residence at all times, with legal and functioning cooking, eating, sleeping, and toilet facilities with proper ingress and egress. No room shall be used for cultivating marijuana where that activity will impair or prevent the primary uses of cooking, eating, sleeping, or toileting.~~

- ~~6. Extract resins from marijuana using dangerous materials or combustible gases without a valid medical marijuana-infused products manufacturing facility license issued by the Missouri Department of Health and Senior Services (or its successor).~~
- ~~7. Use lighting in the cultivation area that exceeds one thousand (1,000) watts per light. Use compressed gas products, including but not limited to carbon dioxide and butane, solvents, or ozone generators in the cultivation area.~~
- ~~8. To cultivate medical marijuana in such a manner that constitutes a public nuisance. A public nuisance may be deemed to exist if cultivating marijuana produces light, glare, heat, noise, odor, or vibration that is detrimental to public health, safety, or welfare, or interferes with the reasonable enjoyment of life and property.~~

215.1805 Marijuana Cultivation.

- A. It shall be unlawful for any person under twenty-one (21) years of age to cultivate marijuana.
- B. It shall be unlawful for any person at least twenty-one (21) years of age or older to cultivate marijuana if:
 1. Such person does not have a valid registration card for cultivation issued by the Missouri Department of Health and Senior Services (or its successor); or
 2. Such marijuana is visible by normal, unaided vision from a public place; or
 3. Such marijuana is not kept at one (1) private residence in a locked space; or
 4. Such marijuana exceeds the maximum allowable amounts set forth in Article XIV Section 2 of the Missouri Constitution for flowering marijuana plants, non-flowering marijuana plants (over fourteen inches tall), and clones (under fourteen inches tall).

EXPLANATION(S) - Matter in **bold underlined** text in the above is added language. Matter in ~~strikethrough~~ text 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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:

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-06 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title V “Building And Construction”, Chapter 520 “Fences And Walls”, Section 520.020 “Applicability”, Section 520.030 “Definitions”, and Section 520.040 “Fences And Walls.”

Submitted By: Patrick Ruiz, BUILDS Department

Date: February 21, 2023

Issue Statement

Consideration to approve Amendments to Chapter 520 Fences and Walls.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 520 Fences and Walls – specifically to Sections 520.020 Applicability, 520.030 Definitions, and 520.040 Fences and Walls. In general, all amendments revise the current ordinance to ensure clarity and concision.

The amendments in section 520.020 Applicability addressed the following purposes:

- Prior to constructing a fence, it is the responsibility of the property owner to ensure that the fence will be built within the bounds of the property boundaries and that a building permit is obtained. An agent or contractor is allowed to apply for fence a permit, but the responsibility of ensuring such permit is obtained lies with the property owner. If an agent or contractor applies for a fence permit, the property owner must provide authorization.
- The amendment exempts Agricultural (AG) Districts that are 1.5 acres or larger and not located within a platted Subdivision to obtain a fence permit, instead of exempting all Agriculturally Zoned Districts.
- Any fence being repaired or replaced with the same type and size of material is still exempt from the permitting process—so long as the work being done does not disturb the ground by replacing posts. The amendment also allows city staff to review any fences being repaired or replaced located in an easement or floodway.

The amendments of 520.030 Definitions served the purpose of adding terms to enhance current and amended code:

- *Open Voids* – The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the

screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

- *Retaining Wall* – A wall that that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.
- *Sight-Obscuring Fence* – Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

The amendments in section 520.040 Fences and Walls addressed the following purposes:

- Group verbiage of code in relation to each other to provide more cohesiveness and precise regulations. In example, code that is related to Gates or Sight Visibility Triangles have been grouped together.
- Provide corrections for grammatical errors and streamlining previous terminology used for past Department names and titles.
- Provide greater clarification on prohibited materials for fences and adding a prohibition on wire materials that are intended for the purpose of Agricultural uses.
- Restructuring the regulations for fences and walls located in a front yard to ensure that such structures do not impede visibility or safe traversal from adjacent public way and access to adjacent properties.
- Restructuring the regulations for gates to restrict gates that are 10 feet or wider from being installed on fences that are not easily accessible to driveways. This will protect the integrity of city infrastructure such as, but not limited, curb and gutter, sidewalks, manholes and water meters. Limiting the location of such gates will reduce the number of vehicles driving over such infrastructure.
- Adding regulations to walls that are constructed for the purpose of retaining dirt, soil, or other materials at a height greater than 4 feet.
- Streamlining measurements to one unit in the Height Regulations and allowing city staff to use discretion with such regulations for unique circumstances.
- Adding more detailed regulations for fences erected within a sight visibility triangle – to provide more flexibility of constructing a fence, to determine what type of fence can be constructed, and to provide the dimensions of said sight visibility triangle.

Recommended Action

Staff recommends the approval of the referenced Amendments.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE V "BUILDING AND CONSTRUCTION", CHAPTER 520 "FENCES AND WALLS", SECTION 520.020 "APPLICABILITY", SECTION 520.030 "DEFINITIONS", AND SECTION 520.040 "FENCES AND WALLS"

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

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

WHEREAS, the City has identified a need to amend the existing City Municipal Code to ensure conformity with changes in law relating to fences and walls.

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

Section 1: Title V "Building and Construction", Chapter 520 "Fences and Walls", is hereby amended by amending Section 520.020 "APPLICABILITY", Section 520.030 "Definitions", and 520.040 "Fences and Walls" to read as follows:

520.20 Applicability

- A. Jurisdiction. This Chapter shall apply to all real property within the corporate limits of the City of Republic, Missouri.
- B. Required. Any property owner or authorized agent who intends to construct, install, substantially alter, or replace a fence or wall, or to cause any such work to be done, **shall acknowledge the following:** ~~first make application to the City's building official and obtain the required permit.~~
 - 1. Prior to any fence or wall being constructed, substantially altered, or replaced a permit shall be obtained.**
 - 2. It is the responsibility of the property owner to obtain such permit.**
 - 3. Any agent who intends to obtain a permit must have authorization by the property owner.**
 - 4. It is the responsibility of the property owner to ensure that the fence is constructed no further than the lot lines of the subject lot or parcel of land.**
- C. Prohibited. No individual or entity performing any of the actions listed in Subsection (B) on behalf of the owner or authorized agent of property shall do so without first verifying with the owner or authorized agent that the required permit has been issued and is available for inspection by the City's building official during the duration of the work being performed. The individual or entity performing the work shall maintain a copy of the permit at the worksite for inspection purposes and shall be responsible for performing the work in compliance with the requirements of this Chapter and any other applicable provisions of the City Code.

D. Exemptions. If the fence meets one of the following conditions than it shall be exempt from the permitting process.

1. All real property that is zoned as Agricultural (AG) or used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.

1. Property zoned as Agricultural (AG), that is 1.5 or more acres, and not located within a platted subdivision.

2. Property used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.

3. Any fence being repaired or replaced with the same type and size of material and not disturbing the ground may be exempt. shall be exempt as long as the existing fence is not non-conforming. Such fences will be subject to review to ensure they are not non-conforming and do not encroach on easements or areas of special flood hazard.

E. Violation. Any Violation of this Section shall be punished pursuant to section **520.060**.

520.030 Definitions

For the purposes of interpreting the regulations found here, the certain words and terms shall have the following meanings:

AREA OF SPECIAL FLOOD HAZARD The land in a floodplain within a community subject to a one-percent or greater chance of flooding in any given year, as delineated in the Flood Insurance Rate Map.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING LINE The line established by laws, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL The officer or other designated authority charged with the administration and enforcement of this Chapter or a duly authorized representative.

EASEMENT That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property.

A. **ACCESS EASEMENT** — That portion of land or property reserved for present or future use by a person or agency to access utility or drainage easements or adjacent properties. The easement shall be permitted to be for use on the lot or lots.

B. **DRAINAGE EASEMENT** — That portion of land or property reserved for present or future stormwater run-off. The easement shall be permitted to be for use under or on the lot or lots.

C. **UTILITY EASEMENT** — That portion of land or property reserved for present or future utility, such as electric, gas, water, etc. The easement shall be permitted to be for use under, on or above a lot or lots.

ELECTRIC Any material comprising a fence or wall that carries an electric current intended to generate an electric shock upon contact, excluding fences comprised of individual wires specifically designed for conditioning domesticated animals owned as pets and nuisance-rodents to recognize certain boundaries.

FENCE An enclosure, wall or partition constructed of approved materials, which encloses or divides a lot, parcel or tract of land.

FENCE HEIGHT Any fence or wall measured from the finished grade to the top of said fence or wall.

FLOOD INSURANCE RATE MAP An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN Any land area susceptible to being inundated by water from any source.

FLOODPLAIN ADMINISTRATOR The officer or other designated authority charged with the administration and implementation of flood damage prevention, pursuant to Chapter **420** of the Republic City Code.

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance and having its principal frontage upon a street or upon an officially approved place.

LOT LINE A line dividing one lot from another, or from a street or any public way.

OPEN VOIDS The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

OWNER Any person, agent, firm or corporation having a legal or equitable interest in the property.

PERMIT An official document or certificate issued by the authority having jurisdiction that authorizes performance of a specified activity.

PERSON An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PUBLIC WAY Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIR The substantial reconstruction or renewal of an existing fence or wall for the purpose of maintenance.

RETAINING WALL: A wall that that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.

SIGHT-OBSCURING FENCE: Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

WALL See "fence."

WALL HEIGHT See "fence height."

WORKMANLIKE Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD An open space, other than a court, unobstructed from the ground to the sky, on the same lot, which a building is situated.

- A. **FRONT** — The open space on the same lot with a residential or commercial building, between the front wall of the building and the line of that wall extended to the side property lines of the lot and the front property line of the lot nearest the street on which the building fronts.
- B. **REAR** — The open space on the same lot with a residential or commercial building, between the rear wall of the building and the line of that wall extended to the side property lines of the lot, and the rear property line.
- C. **SIDE (CORNER LOT ADJACENT TO STREET)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line of the lot nearest the adjacent public street and extending from the front yard to the rear yard.
- D. **SIDE (CORNER LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- E. **SIDE (REGULAR LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- F. **FRONT HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the front yard.
- G. **REAR HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the rear yard.

520.040 Fences and Walls

- A. Fences and walls constructed within the City limits shall comply with the provisions of this Section and be constructed in workmanlike fashion.
- B. Materials.

1. General. All materials, including fasteners, supports, ornamental decorations, etc., used in construction of fences and walls as defined herein, shall be resistant to the elements.
 2. Prohibited. The following materials shall be prohibited in the construction or use with fences and walls as defined herein:
 - a. Chain link (~~front yard only~~ **Only prohibited in front yards**);
 - b. ~~Metals, other than wrought iron or its synthetic substitutes;~~ **Non-galvanized Metals**;
 - c. Razor wire (concertina wire);
 - d. Barb wire;
 - e. **Chicken wire or any other similar material that is intended for agricultural purposes**;
 - ~~e.~~ **f.** Electric;
 - ~~f.~~ **g.** Cinder block; and
 - ~~g.~~ **h.** Tires, pallets or other material not specifically designed to be used as a fence.
 3. Exceptions.
 - a. Security fences located in commercial or manufacturing zoning districts may be comprised of chain link and barbed or razor wire and may be located in the front, side, and rear yards of the property, subject to approval by **Administrator of the BUILDS Department or their designee** ~~Community Development Department staff~~. All barbed or razor wire shall be placed no less than seven (7) feet above the finished grade.
- C. Construction Requirements.
1. Fences and walls can be installed up to the property line; but all posts, bases and other structural parts shall be located completely within the boundaries of the lot on which it is located.
 2. All fences and walls erected adjacent to a public street shall have the finished side of the fences facing toward the street.
 3. In residential zoning districts, fences and walls located in the front yard shall be constructed **in a manner that provides visibility and allows for safe traversal of public way and access to adjacent properties** ~~so as to have a four inch, maximum open spaced, picketed type pattern. To provide visibility, fences shall not be sight-obscuring. A non-sight-obscuring fence shall have an allotted amount of open voids at 50% or greater. The following calculations will determine the percentage of open voids:~~
 - a. **Length of Fence X Height of Fence = Total Square Footage.**
 - b. **Square Footage of Sight-obscuring Material = Screening Square Footage.**

- c. **Total Square Footage – Screening Square Footage = Square Footage of Open Voids.**
- d. **Square Footage of Open Voids / Total Square Footage X 100 = Percentage of Open Voids.**
- 4. The owner and/or occupant of the property shall maintain his or her fence or wall in good condition at all times. Fences or walls found to be in a deteriorated condition and/or in need of repair shall be subject to the provisions of Chapter **425** of the Republic City Code.
- 5. Fences or walls shall not be installed in or through a stormwater detention basin, retention pond, drainage easement or area of special flood hazard, unless such fences or walls are formally authorized by the City's Floodplain Administrator through the issuance of a permit.
- 6. Fences or walls installed in or through a utility easement shall be installed at the property owner's risk, and the property owner shall be responsible for the cost of repair to the fence or wall removed or damaged by a utility company or the City exercising its rights under the terms of the easement.
- ~~7. Fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by Section 405.910 of the Republic City Code.~~
- ~~8. Exceptions to height requirements in the side yard may be granted by City staff responsible for plan review where irregular sidewalls or other unusual circumstances exist.~~
- ~~9-~~**7.** Any application for the construction of a fence or **(non-retaining)** wall that is proposed to exceed seven (7) nominal feet in height, ~~in residential zoning districts,~~ shall be constructed in accordance with the design criteria listed below; or by an alternate design prepared by a design professional registered in the State of Missouri; or by a design deemed acceptable by the Building Official.
 - a. Fence posts shall be a minimum of six-inch-by-six-inch nominal wood; and
 - b. Minimum fence post pier shall be twelve (12) inches in diameter with a minimum depth of thirty-six (36) inches into undisturbed soil; and
 - c. The post shall be set into the post pier a minimum of thirty (30) inches; and
 - d. Fence posts shall be a maximum of six (6) feet on center; and
 - e. Fence rails shall be a minimum of three (3) each two-inch-by-four-inch nominal wood; and
 - f. Maximum fence height shall be eight (8) feet.
- ~~10-~~**8.** All fence or wall construction with electric materials that carry an electric current intended to generate an electric shock upon contact shall install warning signage on the fence. There shall be at least one (1) clearly visible warning sign located on the exterior of each side of the fence and every twenty-

five (25) feet of the entire length of the portion of the fence comprised of electric materials as described above. Each warning sign shall clearly and legibly indicate that an electric fence is in use and have an area no less than twenty-five (25) square inches on either side.

- ~~11-~~ **9.** All fences or walls constructed with electric materials that carry an electric current intended to generate an electric shock upon contact shall be located completely within the boundaries of a separate fence or wall composed of non-electric materials and be installed at a height no higher than the height of the separate fence or wall which encloses it.
- ~~12-~~ **10.** In no case shall a fence encroach into a public space or into a sidewalk. All fences shall remain a minimum of twelve (12) inches from the closest sidewalk edge.
- ~~13-~~ **11.** In no case shall a fence enclose or restrict access to a water meter.
- ~~14-~~ **12.** ~~In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.~~

D. Gates

- 1. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.**
- 2. Gates that are 10 feet in width or wider installed on a fence shall be easily accessible to a driveway. The access path shall not obstruct, encroach upon, or damage any curb or gutter, drainage easements, or any other utilities located in the public right-of-way.**

E. Retaining Walls

- 1. Any application for the construction of a retaining wall proposed to support backfill of a height greater than four (4) nominal feet shall be prepared by a design professional registered in the State of Missouri.**

D. Fence And Wall Height Requirements.

F. Maximum Allowable Fence and Wall Height

Maximum Allowable Fence/Wall Height		
Fence Location	All Residential Zoned Districts (R1-L, R1-M, R1-MH, R1-H, R1-Z, R-2, R-3)	All Commercial Zoned Districts (C-0, C-1, C-2, M-1, M-2)
Front yard and front half of side yard	48 inches	12 feet
Rear yard and rear half of side yard	8 feet	12 feet

- 1. Fences constructed in the front yard and the front half of the side yard of a residential zoned district shall have a maximum fence/wall height of four (4)**

nominal feet or as determined by the Administrator of the BUILDS Department or their designee.

2. Fences constructed in the rear yard and the rear half of the side yard of a residential zoned district shall have a maximum fence/wall height of eight (8) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
3. Fences constructed in a C-0, C-1, C-2, M-1, and M-2 district shall have a maximum fence/wall height of twelve (12) nominal feet.

G. Fences Erected Within a Sight Visibility Triangle

1. Sight-obscuring fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by the table below.
2. The following fences are deemed non-sight-obscuring and allowable within the sight visibility triangle:
 - a. Fences that do not exceed 50 percent screening.
 - b. Fences that do not exceed (4) nominal feet in height.

SIGHT TRIANGLE REQUIREMENTS

	<u>Driveway/Sidewalk</u>	<u>Local</u>	<u>Collector</u>	<u>Arterial</u>
<u>Driveway/Sidewalk</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Local</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Collector</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Arterial</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>60' x 60'</u>

EXPLANATION(S) - Matter in **bold underlined** text in the above is added language. Matter in ~~strikethrough~~ text 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 6:** 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 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

520.010 General Provisions

- A. Scope. The provisions of this Chapter shall apply to the construction, installation, reinstallation, alteration, replacement, repair, location and maintenance of fences and walls.
- B. Intent. The purpose of this Chapter is to provide minimum requirements to safeguard life, health, property and public welfare, by regulating and controlling the construction and location of fences and walls to provide an aesthetically compatible and pleasing urban environment and edify the City of Republic's position as a livable and desirable community.

520.020 Applicability

- A. Jurisdiction. This Chapter shall apply to all real property within the corporate limits of the City of Republic, Missouri.
- B. Required. Any **property** owner or authorized agent who intends to construct, install, substantially alter, or replace a fence or wall, or to cause any such work to be done, **shall acknowledge the following: first make application to the City's building official and obtain the required permit.**
 - 1. **Prior to any fence or wall being constructed, substantially altered, or replaced a permit shall be obtained.**
 - 2. **It is the responsibility of the property owner to obtain such permit.**
 - 3. **Any agent who intends to obtain a permit must have authorization by the property owner.**
 - 4. **It is the responsibility of the property owner to ensure that the fence is constructed no further than the lot lines of the subject lot or parcel of land.**
- C. Prohibited. No individual or entity performing any of the actions listed in Subsection (B) on behalf of the owner or authorized agent of property shall do so without first verifying with the owner or authorized agent that the required permit has been issued and is available for inspection by the City's building official during the duration of the work being performed. The individual or entity performing the work shall maintain a copy of the permit at the worksite for inspection purposes and shall be responsible for performing the work in compliance with the requirements of this Chapter and any other applicable provisions of the City Code.
- D. Exemptions. **If the fence meets one of the following conditions than it shall be exempt from the permitting process.**
 - ~~1. All real property that is zoned as Agricultural (AG) or used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.~~
 - 1. **Property zoned as Agricultural (AG), that is 1.5 or more acres, and not located within a platted subdivision.**
 - 2. **Property used as a public utility facility or other public use shall be exempt from the provisions of this Chapter.**
 - 3. Any fence being repaired or replaced with the same type and size of material **and not disturbing the ground may be exempt.** ~~shall be exempt as long as the existing fence is not non-conforming. Such fences will be subject to review to ensure they are not non-conforming and do not encroach on easements or areas of special flood hazard.~~
- E. Violation. Any Violation of this Section shall be punished pursuant to section 520.060.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 15-26 § 1, 9-28-2015; Ord. No. 17-13 § 1, 4-4-2017]

520.030 Definitions

For the purposes of interpreting the regulations found here, the certain words and terms shall have the following meanings:

AREA OF SPECIAL FLOOD HAZARD The land in a floodplain within a community subject to a one-percent or greater chance of flooding in any given year, as delineated in the Flood Insurance Rate Map.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING LINE The line established by laws, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL The officer or other designated authority charged with the administration and enforcement of this Chapter or a duly authorized representative.

EASEMENT That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property.

- A. **ACCESS EASEMENT** — That portion of land or property reserved for present or future use by a person or agency to access utility or drainage easements or adjacent properties. The easement shall be permitted to be for use on the lot or lots.
- B. **DRAINAGE EASEMENT** — That portion of land or property reserved for present or future stormwater run-off. The easement shall be permitted to be for use under or on the lot or lots.
- C. **UTILITY EASEMENT** — That portion of land or property reserved for present or future utility, such as electric, gas, water, etc. The easement shall be permitted to be for use under, on or above a lot or lots.

ELECTRIC Any material comprising a fence or wall that carries an electric current intended to generate an electric shock upon contact, excluding fences comprised of individual wires specifically designed for conditioning domesticated animals owned as pets and nuisance-rodents to recognize certain boundaries.

FENCE An enclosure, wall or partition constructed of approved materials, which encloses or divides a lot, parcel or tract of land.

FENCE HEIGHT Any fence or wall measured from the finished grade to the top of said fence or wall.

FLOOD INSURANCE RATE MAP An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN Any land area susceptible to being inundated by water from any source.

FLOODPLAIN ADMINISTRATOR The officer or other designated authority charged with the administration and implementation of flood damage prevention, pursuant to Chapter 420 of the Republic City Code.

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance and having its principal frontage upon a street or upon an officially approved place.

LOT LINE A line dividing one lot from another, or from a street or any public way.

OPEN VOIDS The space between the screening of fence that allows for visibility from adjacent properties and public way. When calculating open voids, posts should be included in the screening if they are wider than (4) feet and spaced less than (8) feet apart. Cross bars should also be included if they are wider than (4) feet.

OWNER Any person, agent, firm or corporation having a legal or equitable interest in the property.

PERMIT An official document or certificate issued by the authority having jurisdiction that authorizes performance of a specified activity.

PERSON An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PUBLIC WAY Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIR The substantial reconstruction or renewal of an existing fence or wall for the purpose of maintenance.

RETAINING WALL: A wall that that is not laterally supported at the top, and is intended to hold dirt, soil, or any other similar materials of backfill.

SIGHT-OBSCURING FENCE: Any fence with screening that exceeds more than 50 percent of the total structure and obstructs visibility from adjacent lots and public way.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

WALL See "fence."

WALL HEIGHT See "fence height."

WORKMANLIKE Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD An open space, other than a court, unobstructed from the ground to the sky, on the same lot, which a building is situated.

- A. **FRONT** — The open space on the same lot with a residential or commercial building, between the front wall of the building and the line of that wall extended to the side property lines of the lot and the front property line of the lot nearest the street on which the building fronts.
- B. **REAR** — The open space on the same lot with a residential or commercial building, between the rear wall of the building and the line of that wall extended to the side property lines of the lot, and the rear property line.
- C. **SIDE (CORNER LOT ADJACENT TO STREET)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line of the lot nearest the adjacent public street and extending from the front yard to the rear yard.
- D. **SIDE (CORNER LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- E. **SIDE (REGULAR LOT)** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the front yard to the rear yard.
- F. **FRONT HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the front yard.

- G. **REAR HALF OF SIDE** — The open space on the same lot with a residential or commercial building, between the sidewall of the building and the side property line and extending from the midpoint of the sidewall to the rear yard.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

520.040 Fences and Walls

- A. Fences and walls constructed within the City limits shall comply with the provisions of this Section and be constructed in workmanlike fashion.
- B. Materials.
1. General. All materials, including fasteners, supports, ornamental decorations, etc., used in construction of fences and walls as defined herein, shall be resistant to the elements.
 2. Prohibited. The following materials shall be prohibited in the construction or use with fences and walls as defined herein:
 - a. Chain link (~~front yard only~~ **Only prohibited in front yards**);
 - b. ~~Metals, other than wrought iron or its synthetic substitutes; Non-galvanized Metals;~~
 - c. Razor wire (concertina wire);
 - d. Barb wire;
 - e. **Chicken wire or any other similar material that is intended for agricultural purposes;**
 - f. Electric;
 - g. Cinder block; and
 - h. Tires, pallets or other material not specifically designed to be used as a fence.
 3. Exceptions.
 - a. Security fences located in commercial or manufacturing zoning districts may be comprised of chain link and barbed or razor wire and may be located in the front, side, and rear yards of the property, subject to approval by **Administrator of the BUILDS Department or their designee** ~~Community Development Department staff~~. All barbed or razor wire shall be placed no less than seven (7) feet above the finished grade.
- C. Construction Requirements.
1. Fences and walls can be installed up to the property line; but all posts, bases and other structural parts shall be located completely within the boundaries of the lot on which it is located.
 2. All fences and walls erected adjacent to a public street shall have the finished side of the fences facing toward the street.
 3. In residential zoning districts, fences and walls located in the front yard shall be constructed **in a manner that provides visibility and allows for safe traversal of public way and access to adjacent properties, so as to have a four-inch, maximum open spaced, picketed type pattern. To provide visibility, fences shall not be sight-obscuring. A non-sight-obscuring fence shall have an allotted amount of open voids**

at 50% or greater. The following calculations will determine the percentage of open voids:

- a. Length of Fence X Height of Fence = Total Square Footage.
 - b. Square Footage of Sight-obscuring Material = Screening Square Footage.
 - c. Total Square Footage – Screening Square Footage = Square Footage of Open Voids.
 - d. Square Footage of Open Voids / Total Square Footage X 100 = Percentage of Open Voids.
4. The owner and/or occupant of the property shall maintain his or her fence or wall in good condition at all times. Fences or walls found to be in a deteriorated condition and/or in need of repair shall be subject to the provisions of Chapter 425 of the Republic City Code.
 5. Fences or walls shall not be installed in or through a stormwater detention basin, retention pond, drainage easement or area of special flood hazard, unless such fences or walls are formally authorized by the City's Floodplain Administrator through the issuance of a permit.
 6. Fences or walls installed in or through a utility easement shall be installed at the property owner's risk, and the property owner shall be responsible for the cost of repair to the fence or wall removed or damaged by a utility company or the City exercising its rights under the terms of the easement.
 - ~~7. Fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by Section 405.910 of the Republic City Code.~~
 - ~~8. Exceptions to height requirements in the side yard may be granted by City staff responsible for plan review where irregular sidewalls or other unusual circumstances exist.~~
 7. Any application for the construction of a fence or **(non-retaining)** wall that is proposed to exceed seven (7) nominal feet in height, ~~in residential zoning districts~~, shall be constructed in accordance with the design criteria listed below; or by an alternate design prepared by a design professional registered in the State of Missouri; or by a design deemed acceptable by the Building Official.
 - a. Fence posts shall be a minimum of six-inch-by-six-inch nominal wood; and
 - b. Minimum fence post pier shall be twelve (12) inches in diameter with a minimum depth of thirty-six (36) inches into undisturbed soil; and
 - c. The post shall be set into the post pier a minimum of thirty (30) inches; and
 - d. Fence posts shall be a maximum of six (6) feet on center; and
 - e. Fence rails shall be a minimum of three (3) each two-inch-by-four-inch nominal wood; and
 - f. Maximum fence height shall be eight (8) feet.
 8. All fence or wall construction with electric materials that carry an electric current intended to generate an electric shock upon contact shall install warning signage on the fence. There shall be at least one (1) clearly visible warning sign located on the exterior of each side of the fence and every twenty-five (25) feet of the entire length of the portion of the fence comprised of electric materials as described above. Each warning sign shall clearly and legibly indicate that an electric fence is in use and have an area no less than twenty-five (25) square inches on either side.

9. All fences or walls constructed with electric materials that carry an electric current intended to generate an electric shock upon contact shall be located completely within the boundaries of a separate fence or wall composed of non-electric materials and be installed at a height no higher than the height of the separate fence or wall which encloses it.
10. In no case shall a fence encroach into a public space or into a sidewalk. All fences shall remain a minimum of twelve (12) inches from the closest sidewalk edge.
11. In no case shall a fence enclose or restrict access to a water meter.
- ~~12. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.~~

D. Gates

1. In cases where fences are not erected on property lines due to easement or other restrictions, a pedestrian gate shall be installed within the fence that allows access to the unenclosed space for maintenance activities.
2. Gates that are 10 feet in width or wider installed on a fence shall be easily accessible to a driveway. The access path shall not obstruct, encroach upon, or damage any curb or gutter, drainage easements, or any other utilities located in the public right-of-way.

E. Retaining Walls

1. Any application for the construction of a retaining wall proposed to support backfill of a height greater than four (4) nominal feet shall be prepared by a design professional registered in the State of Missouri.

F. Fence And Wall Height Requirements. Maximum Allowable Fence and Wall Height

<u>Maximum</u>	<u>Allowable</u>	<u>Fence/Wall</u>	<u>Height</u>
<u>Fence Location</u>	<u>All Residential Zoned Districts (R1-L, R1-M, R1-MH, R1-H, R1-Z, R-2, R-3)</u>	<u>All Commercial Zoned Districts (C-0, C-1, C-2, M-1, M-2)</u>	
<u>Front yard and front half of side yard</u>	<u>48 inches</u>	<u>12 feet</u>	
<u>Rear yard and rear half of side yard</u>	<u>8 feet</u>	<u>12 feet</u>	

1. Fences constructed in the front yard and the front half of the side yard of a residential zoned district shall have a maximum fence/wall height of four (4) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
2. Fences constructed in the rear yard and the rear half of the side yard of a residential zoned district shall have a maximum fence/wall height of eight (8) nominal feet or as determined by the Administrator of the BUILDS Department or their designee.
3. Fences constructed in a C-0, C-1, C-2, M-1, and M-2 district shall have a maximum fence/wall height of twelve (12) nominal feet.

G. Fences Erected Within a Sight Visibility Triangle

1. Sight-obscuring fences or walls erected at the intersection of streets or driveways shall not be located within a reserved sight triangle, as indicated by the table below.
2. The following fences are deemed non-sight-obscuring and allowable within the sight visibility triangle:
 - a. Fences that do not exceed 50 percent screening.
 - b. Fences that do not exceed (4) nominal feet in height.

SIGHT TRIANGLE REQUIREMENTS

	<u>Driveway/Sidewalk</u>	<u>Local</u>	<u>Collector</u>	<u>Arterial</u>
<u>Driveway/Sidewalk</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Local</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Collector</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>10' x 10'</u>	<u>30' x 30'</u>
<u>Arterial</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>30' x 30'</u>	<u>60' x 60'</u>

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 09-10 §1, 4-13-2009; Ord. No. 10-11 §1, 4-12-2010; Ord. No. 16-23 § 1, 11-28-2016; Ord. No. 17-13 § 1, 4-4-2017]

520.050 Non-Conforming Fences and Walls

- A. Authority To Continue. Any fence or wall which does not comply with the applicable requirements may be continued so long as it remains otherwise lawful.
- B. Enlargement, Repair, Alteration. Any non-conforming fence or wall shall not be enlarged, repaired or altered without obtaining a building permit and shall thereafter conform to the regulations of this Chapter.
- C. Moving. Non-conforming fences or walls shall not be moved in whole or part for any distance whatsoever to any other location on the same lot or any other lot unless the entire fence or wall shall thereafter conform to the regulations of this Chapter.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

520.60 Violations – Penalties

- A. Unlawful Acts. It shall be unlawful for any person, firm or corporation to install, alter, repair or move a fence or wall; or cause the same to be done, in conflict with or in violation of any provisions of this Chapter.
- B. Violation — Penalties. Any person found guilty of violating this Chapter shall be penalized in accordance with Section 100.220 of the Republic City Code.

[Ord. No. 08-91 §1, 1-12-2009; Ord. No. 17-13 § 1, 4-4-2017]

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-07 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I, Government Code, Chapter 405 “Zoning Regulations”, Article 405-I “In General” and Article 405-VII “Additional District Provisions”, Section 405.020 “Definitions” and Section 405.640 “Accessory Structures”, and by Adding New Section 405.643 “Decks” and New Section 405.648 “Accessory Dwelling Units.”

Submitted By: BUILDS Department

Date: February 13, 2023

Issue Statement

Consideration to approve Amendments and Addition of Sections to Chapter 405 Zoning Regulations.

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Zoning Regulations—specifically to Sections 405.020 Definitions and 405.640 Accessory Structures; plus, the Additions of Sections that will be referenced as 405.643 Decks and 405.648 Accessory Dwelling Units. In general, all amendments and additions revised the current ordinance as necessary to ensure clarity and concision on constructing an Accessory Structure, Accessory Dwelling Unit, or Deck for residential lots.

Together the amendments of 405.020 Definitions served three purposes. The following definitions were added to enhance current and future sections:

- *Affidavit* - A Legal binding written statement, by oath, that the statements are true to the best of the signer’s knowledge.
- *Accessory Dwelling Unit (ADU)* - A habitable structure or unit incidental to and detached from a single-family home located on the same lot.
- *Deck* - A structure that provides an outdoor floor and is supported by a frame, posts, and footings.
- *Deck, Elevated* - Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.
- *Principal Structure* - The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district’s regulations.
- *Sight visibility triangle* - Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

The following definitions were amended for content:

- *Carport* – A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.
 - Currently the definition does not allow carports to be in the side yard. The amendment will allow residents to place a carport in the side yard so long as they meet all the required setbacks.
- *Yard, Front* – A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, ~~double~~ multi-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.
 - The definition of a Front Yard Setback allows for the exclusion of projecting uncovered steps, unenclosed balconies, or unenclosed porches. This contradicts the overall definition of a setback which is - The minimum distance required between the property line and a point of the structure nearest the property line. Thus, the amendment will remove the exclusions currently allowed.

The following definitions were amended to provide clarification on grammar errors or streamlining previous terminology used for past Department names and titles:

- *Basement*
- *Floor Area*
- *Grade*

The amendments in section 405.640 Accessory Structures addressed the following purposes:

- Redact any redundant language that would be addressed in the two new added sections or add language that would refer to those sections.
- Provides for more flexibility of constructing Accessory Structures within an agriculturally zoned parcel of land.
- Redact the language of “not project beyond the front yard setback line on the adjacent lots” and change it to “abide by the principal structure’s zoning district side street setback requirements” for corner lots. This revision will allow for more freedom of buildable space for accessory structures, while still ensuring there is enough space to allow visibility for adjacent properties and public right-of-way.
- Restructuring the height regulations to add building language that will work for accessory structures that do not have any walls.
- Adding language that allowed city staff to require driveways to Accessory Structures to ensure the integrity of City infrastructure.

- Provide clarification on grammar errors or streamlining previous terminology used for past Department names and titles.

The addition of Section 405.643 Decks:

This section was added due to the character of decks having features that both resembles accessory structures and additions to a home. The verbiage in this section clarifies when a deck will be deemed an addition or an accessory structure to a principal structure, and which setback regulations a deck must adhere to.

The purpose of adding a separate section for decks is to facilitate spacing of structures in order to prevent related nuisances and hazards. It also allows staff to appropriately permit decks that have unique features in comparison to other accessory structures and home additions.

The addition of Section 405.648 Accessory Dwelling Units (ADUs):

The purpose of this section is to provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure. Due to the rise of housing prices, there has been a small rise in interest for ADUs. However, the current Zoning Chapter lacks a sufficient guidance for staff to help residents develop such units.

This section provides regulations that maintain the character and scale of single-family residences and dwellings while ensuring ADUs are subordinate to the principal structure. The following areas were addressed during the writing of such section:

- Limit the number of ADUs on a lot to one.
- The height and area of an ADU shall be subordinate to the principal structure.
- Maintain existing density standards of the zoning district by requiring ADUs to adhere to the same setback regulations as the principal structure.
- Prior to occupation a Certificate of Occupancy must be obtained.
- An affidavit will be required to ensure that the owner of the property will reside in either the ADU or principal structure, and that neither one will be rented or leased to a non-family member.

In addition, the amendment addresses parking and access for fire services to ensure sufficient flow of traffic will not be impeded to adjacent properties.

STAFF RECOMMENDATION

Staff recommends the approval of the referenced Amendments and Addition of Sections.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE I, GOVERNMENT CODE, CHAPTER 405 "ZONING REGULATIONS", ARTICLE 405-I "IN GENERAL" AND ARTICLE 405-VII "ADDITIONAL DISTRICT PROVISIONS", SECTION 405.020 "DEFINITIONS" AND SECTION 405.640 "ACCESSORY STRUCTURES", AND BY ADDING NEW SECTION 405.643 "DECKS" AND NEW SECTION 405.648 "ACCESSORY DWELLING UNITS"

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

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

WHEREAS, the City has identified a need for amendments and additions to Chapter 405 of the Municipal Code in order to more concisely clarify the terms governing construction of an Accessory Structure, Accessory Dwelling Unit, and Deck, for residential lots.

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

Section 1: Title I, Government Code, Chapter 405 "Zoning Regulations", Article 405-I "In General" and Article 405-VII "Additional District Provisions" is hereby amended by amending Section 405.020 "Definitions" and Section 405.640 "Accessory Structures", and adding new Section 405.643 "Decks" and new Section 405.648 "Accessory Dwelling Units", to read as follows:

405.20 Definitions

- A-** For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY DWELLING UNIT (ADU) A habitable structure or unit incidental to and detached from a single-family home located on the same lot.

AFFIDAVIT A Legal binding written statement, by oath, that the statements are true to the best of the signee's knowledge.

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT ~~That~~The enclosed part of a building ~~having~~ where the finished floor has at least two (2) feet ~~of its height~~ below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER Is either:

1. A family home where more than ten (10) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day, or
2. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS A plant with foliage that is shed annually.

DECK A structure that provides an outdoor floor and is supported by a frame, posts, and footings.

DECK, ELEVATED Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.

DISTRICT A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE A vertical line extending from the outermost branches of a tree to the ground.

DWELLING A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

EVERGREEN A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY The following living arrangements shall constitute a family for the purposes of this Chapter:

1. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
2. Three (3) or less unrelated persons living as a single housekeeping unit; or
3. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. ~~It does;~~ includes porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk elevation is to be used. If there is no sidewalk, the ~~City Engineer~~ **Administrator of the BUILDS Department or their designee** shall establish the sidewalk grade.

GROUND COVER Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

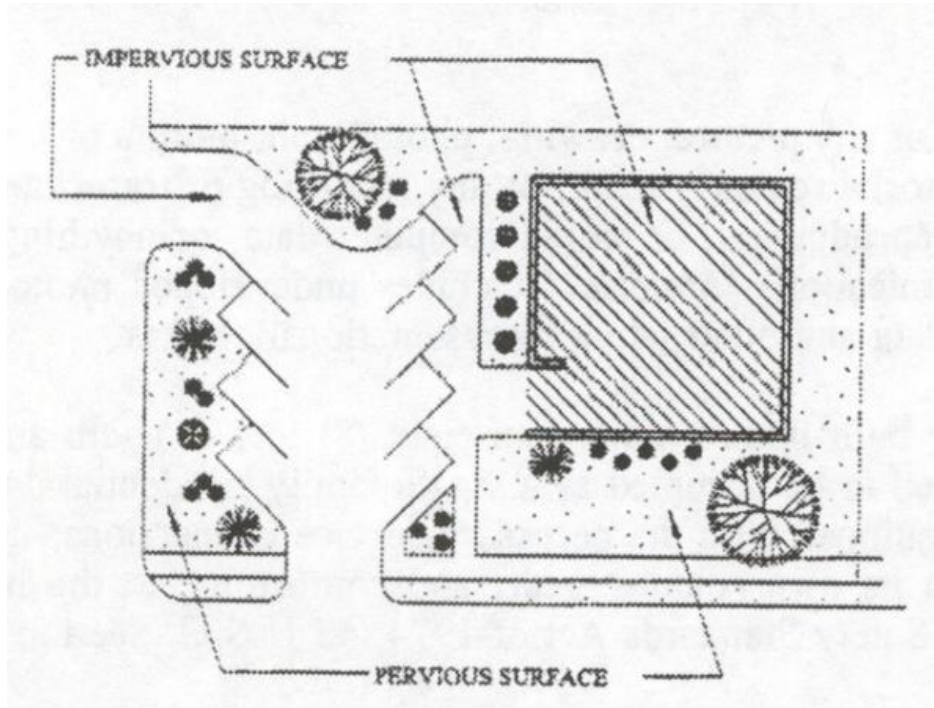
GUYED TOWERS A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

IMPERVIOUS, PERVIOUS SURFACE Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION A non-profit establishment for public use.

IRRIGATION SYSTEM A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE Same as "Boarding House."

LOT A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed

of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MATERIAL Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV Missouri Constitution to a qualifying patient, a primary caregiver, another medical marijuana

dispensary facility, a medical marijuana testing facility, or a medical marijuana infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY A facility licensed by the Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

MEDICAL USE The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

MOBILE HOME Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE Open space shall be interpreted to mean:

1. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
2. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE See "Impervious Surface."

PLANT COMMUNITY A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

1. Shared parking.
2. Common management.
3. Common identification.
4. Common access.
5. Shared circulation.

PRESERVE AREAS Vegetative areas required to be preserved by law.

PRINCIPAL STRUCTURE The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district's regulations.

PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET The minimum distance required between a point of the structure nearest the right-of-way line of a street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

SIGHT (VISIBILITY) TRIANGLE Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

STORAGE, PERSONAL OR SELF STORAGE A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY A structure that:

1. Is subordinate to and serves a principal structure,
2. Is subordinate in area, extent or purpose to the principal structure,
3. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
4. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIABLE When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, double ~~multi~~-frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.

YARD, REAR A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

405.640 Accessory Structures

- A. *Permitted Accessory Structures.* Any structure or use that meets the definition in Section 405.02 may be allowed as an accessory structure.
1. Accessory structures shall include, but are not limited to, the following permitted structures:
 - a. Structures incidental to a principal structure, such as storage buildings, workshops, studios, carports or garages incidental to a permitted use.
 - b. Barn.
 - c. Playhouse.
 - d. Greenhouse.
 - e. Pool and bathhouses.
- B. *Use Limitations.* All accessory structures shall comply with the use limitations applicable in the zoning district in which they are located and with the following additional use limitations:
1. Accessory structures shall ~~not~~ neither be constructed ~~and~~ nor occupied on any lot prior to the time of the completion of the construction of the principal structure to which it is accessory, ~~unless the property is within the Agricultural Zoning District (AG).~~
 2. Accessory structures shall not be permitted in any required front yard.
 3. No accessory structure allowed under this Section shall be used as a residence unless a certificate of occupancy is issued for residential use of that structure and complies with the regulations stipulated in Section 405.648.
 4. Accessory structures shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.

5. Accessory Structures constructed in an Agricultural (AG) Zoning District.

a. May be constructed on a lot not occupied by a principal structure.

b. May be located in the required front yard as long as the accessory structure is agriculture in nature. Accessory structures located in the front yard shall abide by the zoning district's setback requirements as set forth in Article 405-V Height and Area Regulations of this chapter.

C. *Bulk, Setback And Spacing Regulations.* All accessory structures shall comply with the bulk, setback and spacing regulations applicable in the zoning district in which they are located and with the following additional regulations:

1. Accessory structures shall be set back a minimum of three (3) feet from the rear property lines.
2. Accessory structures shall be set back a minimum of three (3) feet from the side property lines.
3. ~~Accessory structures shall otherwise comply with the bulk regulations applicable in the zoning district in which they are located.~~
4. ~~Accessory structures which include habitable spaces shall maintain the same setbacks as is required for the principal structure located on the lot. This only applies to accessory structures in the following zoning districts: Single-Family Low Density ("R1-L"), Single-Family Medium Density ("R1-M"), Single-Family High Density ("R2-H"), and Two-Family Residential ("R-2"). Habitable spaces, as used in this Section, refers to any building space that is used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closet, halls, storage or utility spaces and similar areas are not considered habitable spaces.~~
5. 3. Excepting swimming pools, spas, pergolas, and unwallled carports, and accessory structures not enclosed by walls (i.e., but not limited to, pergolas and unwallled carports) shall not be constructed closer than ten (10) feet of the principal structure on the lot.
6. 4. Swimming pools shall not be constructed closer than five (5) feet of the principal structure on the lot.
7. 5. On a corner lot, accessory structures shall ~~not project beyond the front yard setback line on the adjacent lots.~~ abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
8. ~~6.~~ An accessory structure may not obstruct any site sight triangle. The definition and validity of a given site sight triangle shall be determined by the Administrator of the BUILDs Department or their designee. ~~City Engineer.~~
9. 7. The maximum ~~building-structure~~ height of accessory ~~buildings~~ structures:
 - a. The maximum height of the tallest sidewall or post of accessory ~~buildings~~ structures shall not exceed fifteen (15) feet in height when located at least six (6) feet from the nearest property line.

- b. Accessory ~~buildings~~ **structures** located less than six (6) feet from any property line shall not have the tallest sidewall or post exceeding a height determined according to the table below based upon the distance from the ~~building~~ **structure** to the nearest property line.
- c. The maximum ~~building~~ **structure** height of accessory ~~buildings~~ **structures** shall be determined by measuring the height of the tallest sidewall or post of the ~~building~~ **structure** from the finished floor to the top plate, truss, or girder beam of the wall or post.

GRADUATED INCREASE IN ACCESSORY STRUCTURE SEWALL HEIGHT	
Distance From Nearest Property Line	Maximum Sidewall Height
= 3 feet and < 4 feet	= 12 feet
= 4 feet and < 5 feet	= 13 feet
= 5 feet and < 6 feet	= 14 feet
= 6 feet	= 15 feet

- ~~10.8.~~ **8.** Accessory structures to a residence on a single property shall not singularly or in total exceed seven percent (7%) of the total area of the lot. No accessory structure may exceed an area of six thousand (6,000) square feet for each five (5) acres of property owned.
- ~~11.9.~~ **9.** All accessory structures shall comply with the percentage of required landscaped area in the applicable zoning district in Section 405.770.

D. Additional Regulations For Accessory Structures.

1. **Accessory structures may require a driveway as determined by the Administrator of the BUILDS Department or their designee.**
- ~~1.2.~~ **2.** All driveways accessing accessory structures from a public right-of-way or alley shall obtain approval from the City of Republic prior to installation of the driveway.
- ~~2.3.~~ **3.** All driveways accessing an accessory structure shall be constructed of a concrete or asphalt surface to the limits of the front of the accessory structure. Driveways accessing accessory buildings within the Agricultural (AG) zoning district shall be exempt from the requirement of this Subsection (D)(2).

405.643 Decks

A. Purpose. The purpose of this section is to regulate Decks that:

1. **Maintains enough open space between adjacent properties to reduce the number of nuisances and hazards.**

B. Limitations. All Decks shall comply with the following use limitations:

1. The provisions within this section are limited to residential zoning districts with a single-family dwelling and two-family dwelling as the principal structure.
2. Shall not be permitted in the front yard unless it meets the principal structure's front yard setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.
3. Shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
4. Decks that are enclosed or covered by a roof, awning, or portico and/or attached to the principal structure must abide by the principal structure's setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.

C. Development Standards.

1. Attachment to the Principal Structure.
 - a. Decks elevated more than (2) feet must be attached to the principal structure unless the freestanding deck is structurally supported with diagonal bracing to resist lateral loading and horizontal movement.
2. Setbacks. All Decks shall abide by the following setback requirements.
 - a. On a corner lot, decks shall abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
 - b. A Deck may not obstruct any sight triangle. The definition and validity of a given sight triangle shall be determined by the Administrator of the BUILDS Department or their designee.
3. Setbacks for Freestanding Decks. Freestanding decks shall abide by the following setback requirements.
 - a. Shall be setback a minimum of 10 feet from the rear property line.
 - b. Shall be setback a minimum of 6 feet from the side property line.
 - c. Decks that are elevated more than 10 feet shall be setback from the rear property line at the same distance as the elevation of the deck.
4. Height of a Deck.
 - a. To determine the height of a deck it shall be measured from grade to the top of the decking.

5. Bulk. Shall abide by the following bulk requirements.

- a. Shall not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.

405.648 Accessory Dwelling Units (ADUs)

A. Purpose. The purpose of this section is to regulate habitable accessory structures that:

- 1. Provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure.**
- 2. Maintain the character and scale of single-family residences and dwellings.**
- 3. Remain subordinate to the principal structure.**

B. Limitations. All ADUs shall comply with the following use limitations:

- 1. No lot may have more than one ADU.**
- 2. The provisions within this section are limited to zoning districts with a legal conforming single-family dwelling as the principal structure.**
- 3. This section regulates ADUs as defined in Article 405-I In General.**
- 4. The ADU must be subordinate in height and area to the principal structure on the same lot.**
- 5. The ADU will be limited to one bedroom.**

C. General Provisions. The following provisions will apply to any ADU permitted in the City of Republic.

- 1. Must be constructed on a permanent foundation.**
- 2. The applicant must obtain any required building permits deemed by the Administrator of the BUILDS Department or their designee prior to the issuance of a Certificate of Occupancy. The structure may not be occupied until a Certificate of Occupancy has been issued.**
- 3. The applicant shall provide an affidavit stating the following:**
 - a. The owner of the subject property intends to reside either in the principal structure or ADU.**
 - b. That the ADU or principal structure will only be rented or leased to a family member.**

D. Development Standards

- 1. Setbacks. Shall abide by the principal structure's zoning district setback requirements set forth in Article 405-V Height and Area Regulations of this chapter and with the following additional setback requirements.**
 - a. Shall not be located in any front yard.**
 - b. Shall not be constructed closer than ten (10) feet to the principal structure or any other accessory structure on the lot.**
- 2. Bulk. The maximum square footage of an ADU shall:**
 - a. Not exceed fifty percent (50%) of the principal structure.**
 - b. Not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.**
- 3. Parking. At least one additional off-street parking space, constructed of concrete or asphalt surfaces, will be required.**
 - a. This requirement may be exempted if the existing off-street parking of the lot has more than the required minimums as outlined in Article 405-VI Off-Street Parking and Loading Requirements.**
 - b. If additional construction of parking is required, it must meet the dimensions set forth in Article 405-VI Off-Street Parking and Loading Requirements.**
 - c. All driveways accessing ADUs from a public right-of-way shall obtain approval from the BUILDS Department prior to construction of the driveway.**
- 4. Access. If the appropriate fire services cannot be served by the placement of the ADU fire access shall be constructed.**

EXPLANATION(S) - Matter in **bold underlined** 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:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- Section 4:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 5:** The WHEREAS clauses above are specifically incorporated herein by reference.

Section 6: 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 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

405.020 Definitions

~~A.~~ For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY DWELLING UNIT (ADU)

A habitable structure or unit incidental to and detached from a single-family home located on the same lot.

AFFIDAVIT

A Legal binding written statement, by oath, that the statements are true to the best of the signer's knowledge.

AGRICULTURAL PROCESSING The initial processing of crop-based agricultural products that is reasonably required to take place in close proximity to the site where such products are produced. Typical uses include grain mills.

AGRICULTURAL SALES AND SERVICE A use primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but includes food sales and farm machinery repair services that are accessory to the principal use.

AGRICULTURE, GENERAL The use of land for the production of livestock, dairy products, poultry or poultry products.

AGRICULTURE, LIMITED The use of land for the production of row crops, field crops, tree crops or timber.

ALLEY All property dedicated or intended for public or private street purposes or subject to public easements therefore, and less than sixteen (16) feet in width from property line to property line.

BAR OR TAVERN A building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which include the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served, and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

BASEMENT ~~That~~ **The** enclosed part of a building ~~having~~ **where the finished floor has** at least two (2) feet ~~of its height~~ below the average grade of the adjoining ground.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE A building, other than a hotel or apartment hotel, where, for compensation and by pre-arrangement for definite periods, lodging, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.

BUFFER Land area typically containing trees, shrubs and other plants, berms, fences or walls and used to visibly separate one (1) use from another or to block noise, lights or other nuisances.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING, HEIGHT OF The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

BULK PLANE A theoretical plane beginning at a lot line, or other locations as set forth in the Code and rising over an acute slope determined by an acute angle measured up from the horizontal point. The bulk plane defines the relationship between the height of a structure and the structure's setback from the lot line.

CARPORT A structure open on at least two (2) sides used for the purpose of providing vehicular protection. Carports shall not be located within ~~side or~~ front yard setbacks.

CLINIC An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

CO-LOCATION Locating wireless communications equipment for more than one (1) provider at a single communications facility.

CONIFER Evergreen trees and shrubs that bear both seeds and pollen on dry scales arranged as a cone.

CONVENIENCE STORE Any building or structure used for the dispensing, sale or offering for sale at retail of any automobile fuels, which may include retail sales, not to include any type of automobile related service or repair.

CULTIVATED LANDSCAPE AREA Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

DAY CARE

1. **FAMILY DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to six (6) children or less, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be three (3).
2. **GROUP DAY CARE HOME:** A family home, occupied by the day care provider, in which family-like care is given to seven (7) but not more than ten (10) children, not related to the provider, for any part of the twenty-four (24) hour day. The maximum number of children under two (2) years of age shall be two (2) unless there is a full-time adult assistant, in which case the maximum number of children under two (2) years shall be four (4).

DAY CARE CENTER

Is either:

3. A family home where more than ten (10) children are cared for, not related to the

- provider, for any part of the twenty-four (24) hour day, or
4. A building other than a family home in which more than four (4) children are cared for, not related to the provider, for any part of the twenty-four (24) hour day.

DECIDUOUS

A plant with foliage that is shed annually.

DECK

A structure that provides an outdoor floor and is supported by a frame, posts, and footings.

DECK, ELEVATED

Any deck that measures two (2) feet or more from grade to the top finish floor of the decking.

DISTRICT

A section or sections in the City of Republic within which the zoning regulations are uniform.

DROPLINE

A vertical line extending from the outermost branches of a tree to the ground.

DWELLING

A building or portion thereof designed or used exclusively for residential occupancy, but not including home trailers, mobile homes, hotels, motels, boarding houses and lodging houses, tourist courts or tourist homes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ECOSYSTEM

A characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

ENTITY

A natural person, corporation, professional corporation, non-profit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

[Ord. No. 19-28, 12-10-2019]

EVERGREEN

A plant with foliage that persists and remains green year-round.

EXTERIOR STRUCTURAL ALTERATION

Any change in the supporting members of a building or structure such as bearing walls or partitions, columns, beams or girders that is visible from the exterior of a building or structure or any substantial change in the roof or in exterior walls of a building or structure.

FAMILY

The following living arrangements shall constitute a family for the purposes of this Chapter:

5. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit; or
6. Three (3) or less unrelated persons living as a single housekeeping unit; or
7. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit.

FILLING STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels. The sale of oils or accessories, including lubrication of automobiles and replacement and installation of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair or painting.

FLOOR AREA

The square feet of floor space within the outside line of walls and including the total of all space on all floors of a building. ~~It does not~~ includes porches, garages, or space in a basement or cellar when said basement or cellar space is used for storage or incidental uses.

FRONTAGE

The distance along a street line from one (1) intersecting street to another or from one (1) intersecting street to the end of a dead-end street.

FURNISH

To issue, sell, give, provide, lend, mail, deliver, transfer, circulate, disseminate, present, exhibit or otherwise provide.

GARAGE, PRIVATE

A detached building or portion of a main building housing the automobiles of the occupants of the premises.

GARAGE, PUBLIC

A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling, storing or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

GARAGE, STORAGE

A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

GRADE

The average level of the finished surface of the ground for buildings more than five (5) feet from a street line. For buildings closer than five (5) feet to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one (1) street, an average sidewalk

elevation is to be used. If there is no sidewalk, the ~~City Engineer~~ **Administrator of the BUILDS Department or their designee** shall establish the sidewalk grade.

GROUND COVER

Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped person reside and may include two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWERS

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HEDGE

A landscape barrier consisting of a continuous, dense planting of shrubs.

HOME OCCUPATION

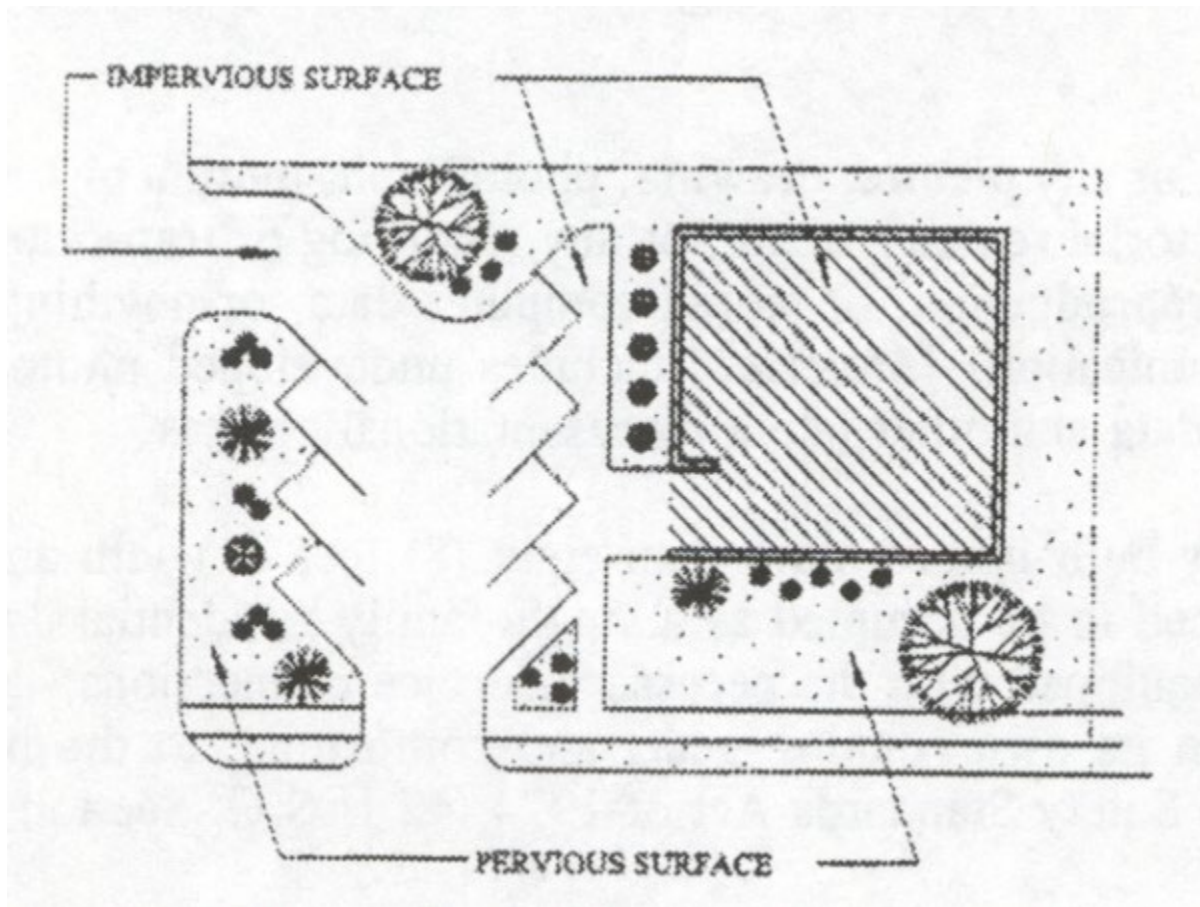
Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

A building in which lodging, or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding house, lodging house, or an apartment house which are herein separately defined.

IMPERVIOUS, PERVIOUS SURFACE

Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of stormwater, likewise, a pervious surface is any surface that allows for the absorption of stormwater.



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

A permanent, artificial watering system designed to transport and distribute water to plants.

LATTICE TOWER

A guyed or self-supporting three (3) or four (4) sided, open, steel frame structure used to support telecommunications equipment.

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum dimension of twelve (12) feet by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by the ordinance, and having its principal frontage upon a street or upon an officially approved place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County of Greene, Missouri, or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Chapter.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

MANUFACTURED HOMES

Factory-built structures; transportable in one (1) or more sections which are twenty-four (24) feet or more in width and forty-two (42) feet or more in length when assembled; designed to be occupied as a permanent single-family residential dwelling; not constructed or equipped with a permanent hitch or other device intended for the purpose of moving the structure from one place to another, other than for moving to a permanent site from the factory or distributor; has no permanently attached wheels or axles; installed on a permanent foundation; equipped with the necessary service connections; designed, manufactured, and certified to conform to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MARIJUANA or MARIHUANA

Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, or commodities or products manufactured from industrial hemp.

[Ord. No. 19-28, 12-10-2019]

MARIJUANA-INFUSED PRODUCTS

Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

[Ord. No. 19-28, 12-10-2019]

MATERIAL

Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape or videotape production, or pictorial representation, or any recording or transcription, or any mechanical, chemical, or electrical reproduction, or stored computer data, or anything which is or may be used as a means of communication. "Material" includes undeveloped photographs, molds, printing plates, stored computer data and other latent representational objects.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the Department of Health and Senior Services or its successor agency to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in the Article XIV Missouri Constitution to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

[Ord. No. 19-28, 12-10-2019]

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

[Ord. No. 19-28, 12-10-2019]

MEDICAL USE

The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

[Ord. No. 19-28, 12-10-2019]

MOBILE HOME

Transportable, factory-built homes more than eight (8) feet in width and more than thirty-six (36) feet in length; designed to be occupied as a single-family residential dwelling; not placed on a permanent foundation; equipped with the necessary service connections; designed and manufactured to be transportable on its own running gear; and conforming to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401).

MODULAR HOME

Factory-built, transportable dwelling unit designed to be used by itself or to be incorporated with similar units at a point of use into a modular structure to be used for single-family housing, bearing the seal of the Missouri Public Service Commission indicating compliance with the State of Missouri Standards and Regulations for Modular Homes.

MONOPOLE TOWER

A communication tower constructed without the use of guy wires and ground anchors and consisting of only a single pole (also known as self-supporting tower).

MOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, a lodging house or an apartment house which are herein separately defined.

MULCH

Non-living organic and synthetic materials customarily used in landscaping design to retard erosion and retain moisture.

NON-CONFORMING USE

The use of land or a building, or portion thereof, which use does not conform with the use regulations of the district in which it is situated.

OPEN SPACE

Open space shall be interpreted to mean:

8. All areas of natural plant communities or area replanted with vegetation after construction, such as revegetated natural areas; tree, shrub, hedge or ground cover planting areas; and lawns; and
9. Other areas allowed to be counted as open space as per the City of Republic Zoning and Design Code.

ORNAMENTAL TREE A deciduous tree planted primarily for its ornamental value or for screening purposes.

OVERNIGHT SHELTER

A facility providing temporary lodging on a daily basis, with or without meals, for primarily indigent, needy, homeless or transient persons.

PARKING AREA

That portion of the vehicle accommodation area set aside for the parking of one (1) vehicle.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, having an area of not less than one hundred eighty (180) square feet exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords satisfactory ingress and egress for automobiles.

PERFORMANCE

Any play, motion picture film, videotape, dance or exhibition performed before an audience of one (1) or more.

PERGOLA An outdoor accessory structure consisting of vertical posts or pillars and supporting cross-beams and without walls, forming a shaded walkway, passageway, or sitting area, not attached to another structure.

PERIMETER, LANDSCAPING

A six (6) foot greenspace strip which surrounds the entire premise, not including where a landscaped street buffer is required.

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

A natural association of plants that are dominated by one (1) or more prominent species, or a characteristic physical attribute.

PLANT SPECIES – PROHIBITED

Those plant species which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety and welfare.

PORTABLE BUILDING

A subordinate building less than two hundred (200) square feet, the use of which is incidental to that of the main building, dwelling or premises, which is not erected on a permanent foundation. Portable buildings shall be constructed, erected and located in a manner that provides a convenient means of relocation.

PREMISE

Any land, consisting of one (1) or more lots or tracts of land, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one (1) or more of the following criteria:

10. Shared parking.
11. Common management.
12. Common identification.
13. Common access.
14. Shared circulation.

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PRINCIPAL STRUCTURE

The structure constructed on the lot intended for the purpose of the main use and conforms to the designated zoning district's regulations.

PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do the same, by any means including a computer.

SCREEN

A method of reducing the impact of noise and unsightly visual intrusions with less offensive or more harmonious elements, such as plants, berms, fences, walls or any appropriate combination thereof.

SETBACK

The minimum distance required between the property line and a point of the structure nearest the property line.

SETBACK, SIDE STREET

The minimum distance required between a point of the structure nearest the right-of-way line of a

street located on the side of the structure.

SEXUALLY ORIENTED BUSINESS

An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a seminude model studio, or a sexual encounter center as further defined by reference to the definition of those terms as now or hereafter defined in Section 573.528, RSMo., or as may be adopted in the City Code in a manner not inconsistent with Section 573.528, RSMo.

SHADE TREE

A deciduous tree planted primarily for its high crown of foliage or overhead canopy.

SHRUB

A self-supporting woody perennial plant of low-level woody, perennials plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at its maturity.

SIGHT (VISIBILITY) TRIANGLE

Areas at the corners of road and driveway intersections where views of approaching traffic should not be obstructed.

STORAGE, PERSONAL OR SELF STORAGE

A building or group of buildings, commonly referred to as mini-storage, consisting of individual, small, self-contained units that are available on a rental basis for the storage of business and household goods or contractor's supplies.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between such floor and the ceiling next above it.

STORY, HALF

A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartments or living quarters shall be counted as a full story.

STREET

All property dedicated or intended for public or private street purposes or subject to public easements therefore and more than sixteen (16) feet in width from property line to property line.

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

Any change, except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.

STRUCTURE

Anything constructed or erected, the use of which requires more or less ground.

STRUCTURES, ACCESSORY

A structure that:

15. Is subordinate to and serves a principal structure,
16. Is subordinate in area, extent or purpose to the principal structure,
17. Contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure,
18. Is located on the same lot as the structure.

TOWER or COMMUNICATION TOWER

Any structure that is designed and constructed for the purpose of supporting one (1) or more antennas; including lattice towers, guy towers or monopole towers. This definition also includes any structure in which supporting the antenna array is not the primary purpose of the structure such as a water tower or utility pole. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is not intended to describe buildings or other structures that have been constructed primarily for a purpose other than supporting one (1) or more antennas, despite the fact that such structure may currently, or in the future, actually support one (1) or more antennas, not to exceed ten (10) feet above the apex of the roof in residentially zoned districts such as: satellite dishes, television antennas and radio antennas.

TRAILER OR MOBILE HOME

A vehicle used for living purposes and standing or designed to stand on wheels or rigid supports.

TRAILER PARK

An area where one (1) or more trailers can be or are intended to be parked, designed or intended to be used as living facilities for one (1) or more families.

TREE

Any self-supporting woody perennial plant which has a trunk diameter of two (2) inches or more and which normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

UNDERSTORY

Assemblages of natural low-level woody, herbaceous, and ground cover species which exist in the area below the canopy of trees.

USE

The purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

VEGETATION, NATIVE

Any plant species with a geographic distribution indigenous to all or part of the State of Missouri. Plant species which have been introduced by man are not native vegetation.

VEHICLE ACCOMMODATION AREA

A lot that is used by vehicles for access, circulation, parking, loading and unloading. It comprises the total of circulation areas, loading and unloading areas and parking areas.

VIABLE

When referring to a tree, shrub, or other type of plant, is a plant that, in the judgment of the City Planner, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

WHOLESALE PROMOTE

To manufacture, issue, sell, provide, mail, deliver, transfer, transmute, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purposes of resale or redistribution.

WOODLANDS, EXISTING

Existing trees and shrubs of a number, size and species that accomplish the same general function as new plantings.

XERISCAPE

Landscape methods which conserve water through the use of drought-tolerant plants and planting techniques.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the right-of-way or property line and the main building or any projections thereof ~~other than the projections of the usual uncovered steps, unenclosed balconies or unenclosed porches.~~ On corner lots, ~~double multi-~~frontage lots, or where the front yard is otherwise unclear, the determination of the location of the front yard shall be made by the Administrator of the BUILDS Department ~~Director of Community Development~~ or their designee.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches.

YARD, SIDE

A yard between the main building and the side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

[CC 1999 §§26-2 — 26-3, 26-132; Ord. No. 03-56 §1, 8-25-2003; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-83 §1, 11-14-2005; Ord. No. 05-96 §1, App. A §1, 12-12-2005; Ord. No. 11-20 §1, 8-8-2011; Ord. No. 19-21, 11-5-2019]

HISTORY

Amended by Ord. 21-13 on 4/6/2021

Amended by Ord. 22-15 on 4/5/2022

405.640 Accessory Structures

- A. *Permitted Accessory Structures.* Any structure or use that meets the definition in Section **405.020** may be allowed as an accessory structure.
1. Accessory structures shall include, but are not limited to, the following permitted structures:
 - a. Structures incidental to a principal structure, such as storage buildings, workshops, studios, carports or garages incidental to a permitted use.
 - b. Barn.
 - c. Playhouse.
 - d. Greenhouse.
 - e. Pool and bathhouses.
- B. *Use Limitations.* All accessory structures shall comply with the use limitations applicable in the zoning district in which they are located and with the following additional use limitations:
1. Accessory structures shall ~~not neither~~ be constructed ~~and nor~~ occupied on any lot prior to the time of the completion of the construction of the principal structure to which it is accessory. ~~unless the property is within the Agricultural Zoning District (AG).~~
 2. Accessory structures shall not be permitted in any required front yard.
 3. No accessory structure allowed under this Section shall be used as a residence unless a certificate of occupancy is issued for residential use of that structure and complies with the regulations stipulated in Section 405.648. [Ord. No. 19-25, 12-10-2019]
 4. Accessory structures shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
 5. Accessory Structures constructed in an Agricultural (AG) Zoning District.
 - a. May be constructed on a lot not occupied by a principal structure.
 - b. May be located in the required front yard as long as the accessory structure is agriculture in nature. Accessory structures located in the front yard shall abide by the zoning district's setback requirements as set forth in Article 405-V Height and Area Regulations of this chapter.
- C. *Bulk, Setback And Spacing Regulations.* All accessory structures shall comply with the bulk, setback and spacing regulations applicable in the zoning district in which they are located and with the following additional regulations: **[Ord. No. 19-25, 12-10-2019]**
1. Accessory structures shall be set back a minimum of three (3) feet from the rear property lines.
 2. Accessory structures shall be set back a minimum of three (3) feet from the side property lines.
 3. ~~Accessory structures shall otherwise comply with the bulk regulations applicable in the zoning district in which they are located.~~
 4. ~~Accessory structures which include habitable spaces shall maintain the same setbacks as is required for the principal structure located on the lot. This only applies to accessory structures in the following zoning districts: Single Family Low Density ("R1-L"), Single Family Medium Density ("R1-M"), Single Family High Density ("R2-H"), and Two-Family Residential ("R-2"). Habitable spaces, as used in this Section, refers to any building space that is used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closet, halls, storage or utility spaces and similar areas are not considered habitable spaces.~~
 3. Excepting swimming pools, spas, ~~pergolas, and unwall ed carports,~~ and accessory structures not enclosed by walls (i.e., but not limited to, pergolas and unwall ed carports) shall not be constructed closer than ten (10) feet of the principal structure on the lot.

4. Swimming pools shall not be constructed closer than five (5) feet of the principal structure on the lot.
5. On a corner lot, accessory structures shall ~~not project beyond the front yard setback line on the adjacent lots.~~ abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
6. An accessory structure may not obstruct any site sight triangle. The definition and validity of a given site sight triangle shall be determined by the Administrator of the BUILDS Department or their designee City Engineer.
7. The maximum building structure height of accessory ~~buildings structures:~~
 - a. The maximum height of the tallest sidewall or post of accessory ~~buildings structures~~ shall not exceed fifteen (15) feet in height when located at least six (6) feet from the nearest property line.
 - b. Accessory buildings structures located less than six (6) feet from any property line shall not have the tallest sidewall or post exceeding a height determined according to the table below based upon the distance from the building structure to the nearest property line.
 - c. The maximum building structure height of accessory ~~buildings structures~~ shall be determined by measuring the height of the tallest sidewall or post of the building structure from the finished floor to the top plate, truss, or girder beam of the wall or post.

GRADUATED INCREASE IN ACCESSORY STRUCTURE SEDEWALL HEIGHT	
Distance From Nearest Property Line	Maximum Sidewall Height
= 3 feet and < 4 feet	= 12 feet
= 4 feet and < 5 feet	= 13 feet
= 5 feet and < 6 feet	= 14 feet
= 6 feet	= 15 feet

8. Accessory structures to a residence on a single property shall not singularly or in total exceed seven percent (7%) of the total area of the lot. No accessory structure may exceed an area of six thousand (6,000) square feet for each five (5) acres of property owned.
 9. All accessory structures shall comply with the percentage of required landscaped area in the applicable zoning district in Section 405.770.
- D. Additional Regulations For Accessory Structures. [Ord. No. 17-20 § 2, 6-6-2017]
1. Accessory structures may require a driveway as determined by the Administrator of the BUILDS Department or their designee.
 2. All driveways accessing accessory structures from a public right-of-way or alley shall obtain approval from the City of Republic prior to installation of the driveway.
 3. All driveways accessing an accessory structure shall be constructed of a concrete or asphalt surface to the limits of the front of the accessory structure. Driveways accessing accessory buildings within the Agricultural (AG) zoning district shall be exempt from the requirement of this Subsection (D)(2).

[CC 1999 §26-50; Ord. No. 03-80 §1, 11-24-2003; Ord. No. 04-19 §1, 3-8-2004; Ord. No. 05-82 §1, 10-10-2005; Ord. No. 05-96 App. A §2, 12-12-2005; Ord. No. 07-38 §1, 5-29-2007; Ord. No. 10-24 §1, 6-14-2010]

HISTORY

Amended by Ord. [21-41](#) on 6/1/2021

405.643 Decks

A. Purpose. The purpose of this section is to regulate Decks that:

1. Maintains enough open space between adjacent properties to reduce the number of nuisances and hazards.

B. Limitations. All Decks shall comply with the following use limitations:

1. The provisions within this section are limited to residential zoning districts with a single-family dwelling and two-family dwelling as the principal structure.
2. Shall not be permitted in the front yard unless it meets the principal structure's front yard setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.
3. Shall not be placed or constructed in any easement without the permission of the Administrator of the BUILDS Department or their designee.
4. Decks that are enclosed or covered by a roof, awning, or portico and/or attached to the principal structure must abide by the principal structure's setbacks requirements set forth in Article 405-V Height and Area Regulations of this chapter.

C. Development Standards.

1. Attachment to the Principal Structure.
 - a. Decks elevated more than (2) feet must be attached to the principal structure unless the freestanding deck is structurally supported with diagonal bracing to resist lateral loading and horizontal movement.
2. Setbacks. All Decks shall abide by the following setback requirements.
 - a. On a corner lot, decks shall abide by the principal structure's zoning district side street setback requirements set forth in Article 405-V Height and Area Regulations of this chapter.
 - b. A Deck may not obstruct any sight triangle. The definition and validity of a given sight triangle shall be determined by the Administrator of the BUILDS Department or their designee.
3. Setbacks for Freestanding Decks. Freestanding decks shall abide by the following setback requirements.
 - a. Shall be setback a minimum of 10 feet from the rear property line.
 - b. Shall be setback a minimum of 6 feet from the side property line.
 - c. Decks that are elevated more than 10 feet shall be setback from the rear property line at the same distance as the elevation of the deck.
4. Height of a Deck.

- a. To determine the height of a deck it shall be measured from grade to the top of the decking.

5. Bulk. Shall abide by the following bulk requirements.

- a. Shall not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.

405.648 Accessory Dwelling Units (ADUs)

A. Purpose. The purpose of this section is to regulate habitable accessory structures that:

- 1. Provide more housing options in an appropriate fashion with existing housing stock while efficiently using existing infrastructure.**
- 2. Maintain the character and scale of single-family residences and dwellings.**
- 3. Remain subordinate to the principal structure.**

B. Limitations. All ADUs shall comply with the following use limitations:

- 1. No lot may have more than one ADU.**
- 2. The provisions within this section are limited to zoning districts with a legal conforming single-family dwelling as the principal structure.**
- 3. This section regulates ADUs as defined in Article 405-I In General.**
- 4. The ADU must be subordinate in height and area to the principal structure on the same lot.**
- 5. The ADU will be limited to one bedroom.**

C. General Provisions. The following provisions will apply to any ADU permitted in the City of Republic.

- 1. Must be constructed on a permanent foundation.**
- 2. The applicant must obtain any required building permits deemed by the Administrator of the BUILDS Department or their designee prior to the issuance of a Certificate of Occupancy. The structure may not be occupied until a Certificate of Occupancy has been issued.**
- 3. The applicant shall provide an affidavit stating the following:**
 - a. The owner of the subject property intends to reside either in the principal structure or ADU.**
 - b. That the ADU or principal structure will only be rented or leased to a family member.**

D. Development Standards

- 1. Setbacks. Shall abide by the principal structure's zoning district setback requirements set forth in Article 405-V Height and Area Regulations of this chapter and with the following additional setback requirements.**
 - a. Shall not be located in any front yard.**
 - b. Shall not be constructed closer than ten (10) feet to the principal structure**

or any other accessory structure on the lot.

2. Bulk. The maximum square footage of an ADU shall:
 - a. Not exceed fifty percent (50%) of the principal structure.
 - b. Not exceed seven percent (7%) of the total area of the lot in combination with other accessory structures.
3. Parking. At least one additional off-street parking space, constructed of concrete or asphalt surfaces, will be required.
 - a. This requirement may be exempted if the existing off-street parking of the lot has more than the required minimums as outlined in Article 405-VI Off-Street Parking and Loading Requirements.
 - b. If additional construction of parking is required, it must meet the dimensions set forth in Article 405-VI Off-Street Parking and Loading Requirements.
 - c. All driveways accessing ADUs from a public right-of-way shall obtain approval from the BUILDS Department prior to construction of the driveway.
4. Access. If the appropriate fire services cannot be served by the placement of the ADU fire access shall be constructed.

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/2023

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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



Approval



Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

RANSOM ELLIS III

Commissioner Signature:

[Signature]

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☐ Approval

☐ Denial

Commissioner Name:

Jeff Hays

Commissioner Signature:

Date:

2/13/2023

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

Addition of ADUs
Clarifications of current structures

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

☒ Approval

☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

Brian Doubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Accessory Structure (ORD 22-004)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

C. Hyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-08 An Ordinance of the City Council Vacating Approximately 10,550 Square Feet of Right-of-Way Along North Turner Avenue.

Submitted By: Chris Tabor, Principal Planner

Date: February 21, 2023

Issue Statement

The BUILDS Department is requesting the vacation of approximately (10,550) square feet of Right-of-Way along North Turner Avenue.

Discussion and/or Analysis

The BUILDS Department is requesting the vacation of approximately (10,550) square feet of North Turner Avenue. The resulting ROW will match the existing portion along the developed portion of N Turner Ave.

The vacated portion of the road will be returned to the adjacent property owner and is anticipated to be incorporated into their planned development, Oakwood Heights 2nd Addition.

North Turner Avenue will maintain current functionality.

The following contains brief analyses of present site conditions as well as the proposal's relationship to adopted plans of the City:

Transportation: The proposal will reduce ROW maintenance by approximately (10,550) feet.

Land Use: The proposal has positive development impact to adjacent properties.

Municipal Utilities: The proposal has no anticipated adverse impact on the City's water, wastewater, or stormwater systems currently in place.

Other Public Services: The proposal is not anticipated to have any impact on any other public services.

Emergency Services: The proposal has no anticipated impact on emergency services.

Recommended Action

The BUILDS Department recommends approval of the requested Street Vacation.

AN ORDINANCE OF THE CITY COUNCIL VACATING APPROXIMATELY 10,550 SQUARE FEET OF RIGHT-OF-WAY ALONG NORTH TURNER AVENUE

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

WHEREAS, the City has requested that Council vacate approximately Ten Thousand Five Hundred and Fifty Feet (10,550 feet) of right-of-way along North Turner Avenue, the legal description for which is as follows:

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET; THENCE NORTH 00°40'00" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'00" EAST 321.31 FEET; THENCE SOUTH 88°56'51" EAST 36.66 FEET; THENCE SOUTH 01°58'53" WEST 306.68 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°27'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 46°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET; THENCE NORTH 88°33'57" WEST 14.43 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10,550 SQUARE FEET OR 0.2422 ACRE(S) OF LAND.

the same being public property located within the city limits of Republic, Missouri (the "Parcel"); and

WHEREAS, the City previously submitted its application to vacate the Parcel to the Planning and Zoning Commission ("P&Z Commission"), which then set a public hearing on the application for February 13, 2023; and

WHEREAS, a notice of the time and date of the public hearing was given by publication on January 25, 2023, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, at least fifteen (15) days in advance of the public hearing; and

WHEREAS, the City gave notice of the public hearing to the record owners of all properties adjacent to the Parcel and to all record owners within 185 feet of the Parcel; and

WHEREAS, on February 13, 2023, the P&Z Commission conducted the public hearing on the City's application; and after which the P&Z Commission rendered written findings and submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the P&Z Commission submitted written findings to the City Council recommending approval of the application to vacate by a vote of six (6) Ayes to zero (0) Nays; and

WHEREAS, the request to vacate was first presented to the City Council at its regular meeting on February 21, 2023, and was again presented for its final read to the City Council at its regular meeting on March 7, 2023, at which time the Council approved the vacation of the Parcel, as requested in the initial application and as recommended by the P&Z Commission.

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

- Section 1:** The portion of right-of-way along North Turner Avenue, fully described in the Legal Description herein above, is hereby vacated, and the same shall revert to the owner(s) of the adjacent lot(s) in the same proportion as it was originally taken.
- Section 2:** The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 3:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

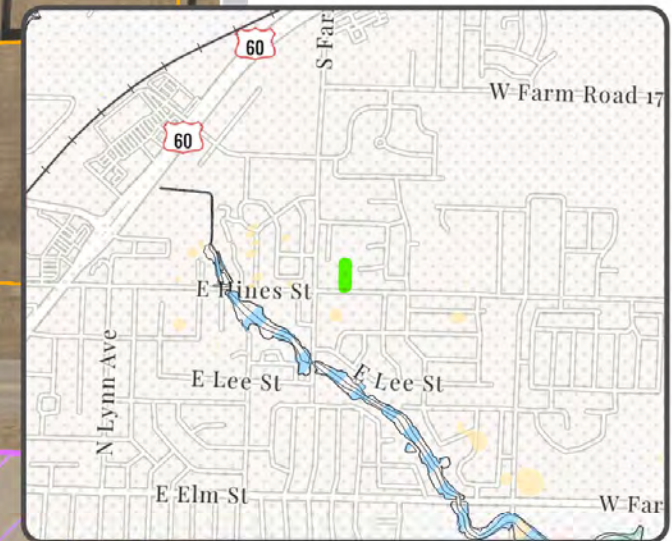
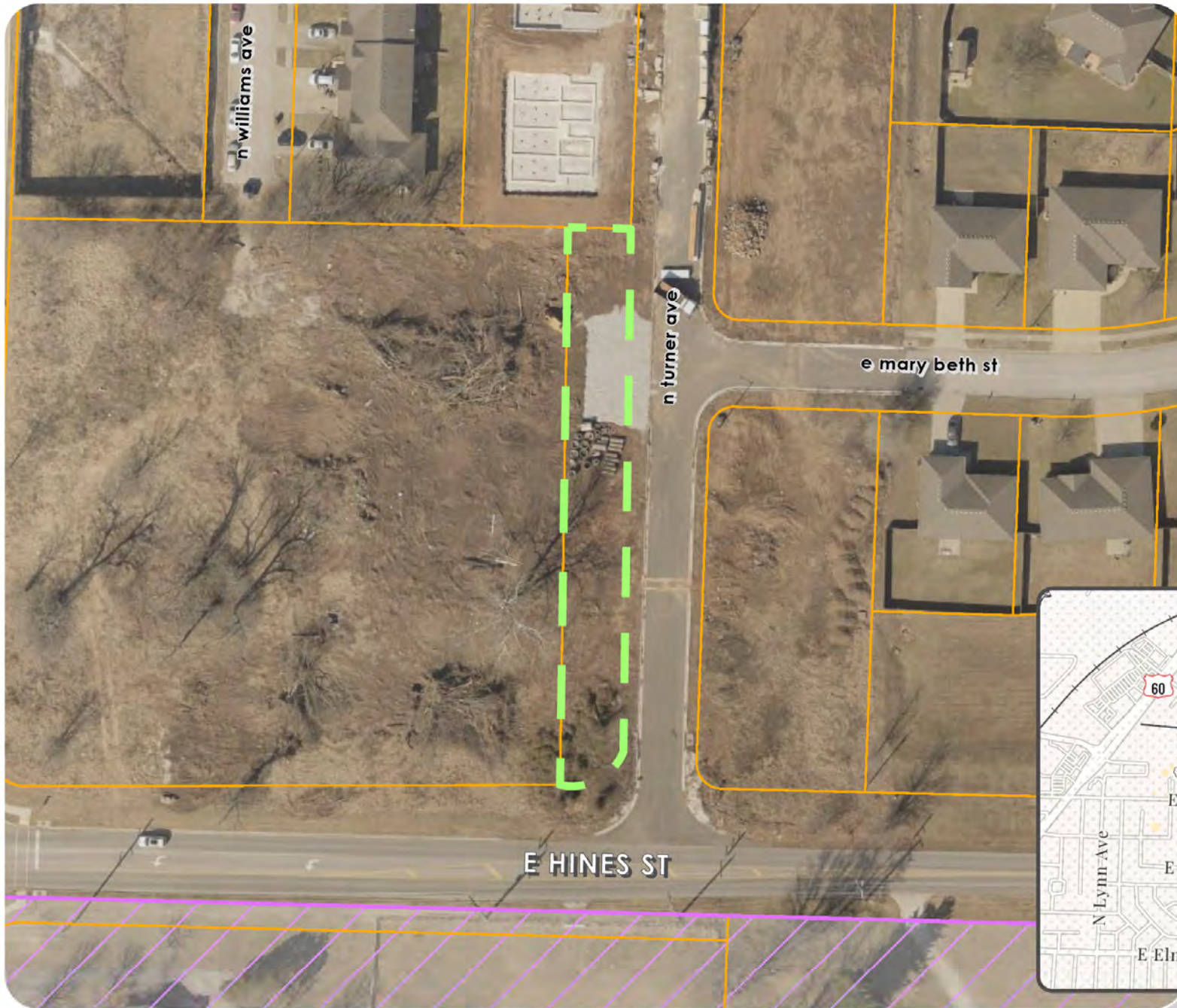
Final Passage and Vote:

Project
Vacation of N
Turner Ave

Zoning
R-3

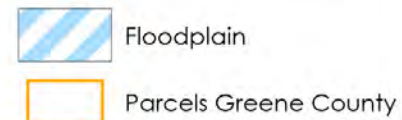
Acreage
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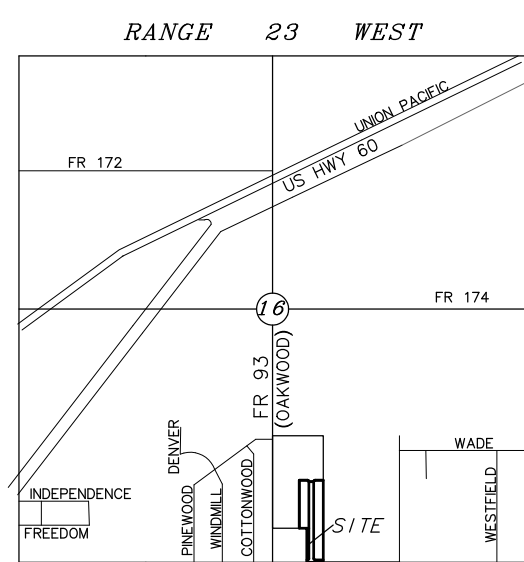
Ward
2



0 70 140 Feet

VACA 23-001





TOWNSHIP 28 NORTH
LOCATION SKETCH
SCALE 1" = 2000'

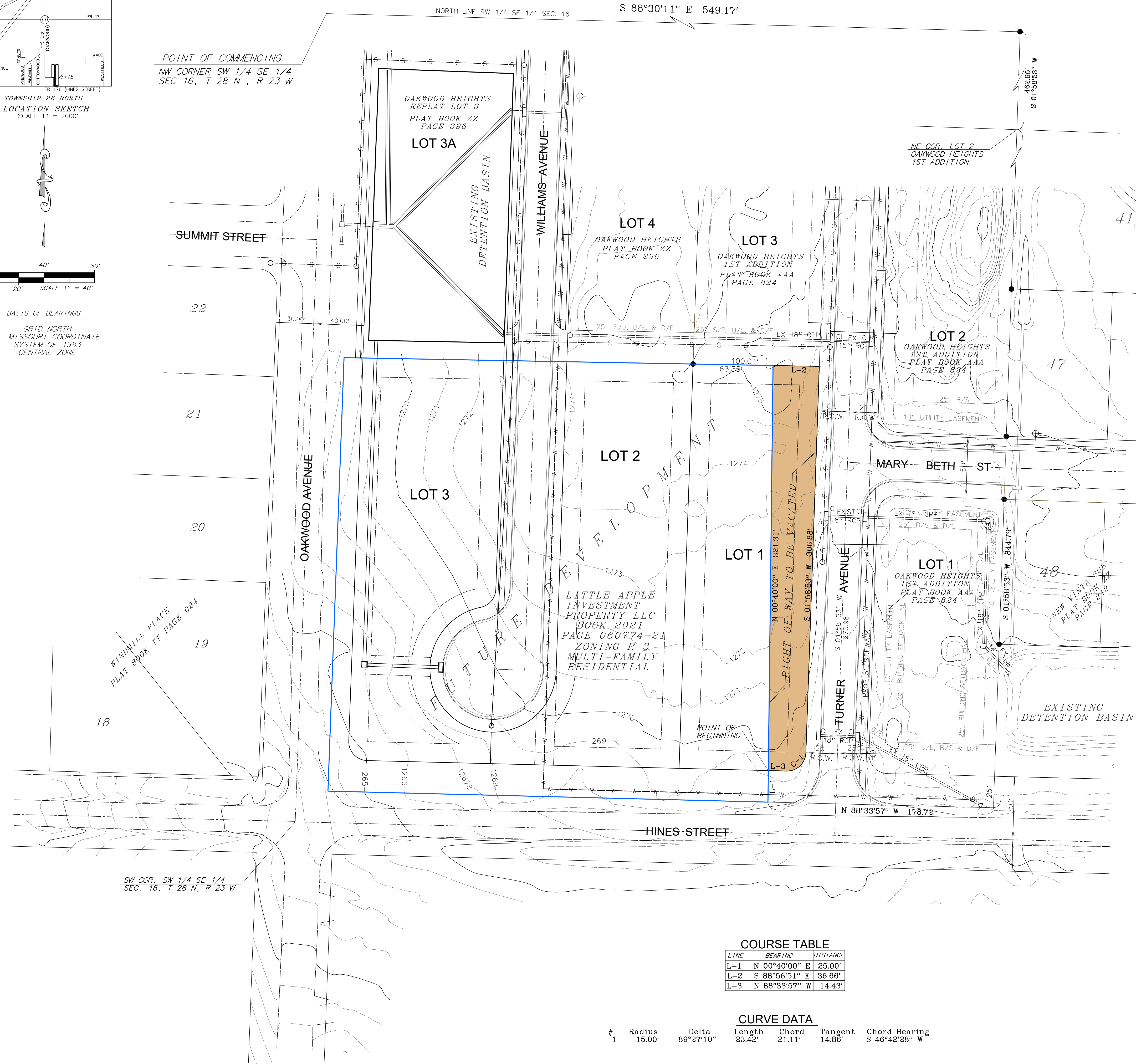
0 40' 80'
20' SCALE 1" = 40'

BASIS OF BEARINGS

GRID NORTH
MISSOURI COORDINATE
SYSTEM OF 1983
CENTRAL ZONE

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

NORTH LINE SW 1/4 SE 1/4 SEC. 16 S 88°30'11" E 549.17'



COURSE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°40'00" E	25.00'
L-2	S 88°56'51" E	36.66'
L-3	N 88°33'57" W	14.43'

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°27'10"	23.42'	21.11'	14.86'	S 46°42'28" W

PROPOSED VACATION OF EXISTING DEDICATED RIGHT OF WAY

A PART OF

OAKWOOD HEIGHTS 1ST ADDITION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

PROPERTY DESCRIPTION

OF EXISTING DEDICATED RIGHT OF WAY TO BE VACATED

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 23 WEST, CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°30'11" EAST, WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 549.17 FEET; THENCE SOUTH 01°58'53" WEST, 462.95 FEET TO THE NORTHEAST CORNER OF LOT 2 OF OAKWOOD HEIGHTS 1ST ADDITION, A SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 824, GREENE COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTH 01°58'53" WEST ALONG THE EAST LINE OF SAID OAKWOOD HEIGHTS 1ST ADDITION 844.79 FEET; THENCE NORTH 88°33'57" WEST 178.72 FEET; THENCE NORTH 00°40'00" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'00" EAST 321.31 FEET; THENCE SOUTH 88°56'51" EAST 36.66 FEET; THENCE SOUTH 01°58'53" WEST 306.68 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°27'10", AN ARC LENGTH OF 23.42 FEET, AND A CHORD WHICH BEARS SOUTH 46°42'28" WEST HAVING A CHORD DISTANCE OF 21.11 FEET; THENCE NORTH 88°33'57" WEST 14.43 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10,550 SQUARE FEET OR 0.2422 ACRE(S) OF LAND.

DECLARATION:

Global Precision Surveying, LLC, hereby declares to LITTLE APPLE INVESTMENT PROPERTY LLC. The information contained hereon is based on an actual survey of the land described above, which was performed to the best of company knowledge and belief in accordance with the minimum standards for property boundary surveys as promulgated for the state of Missouri by the Board of Architects, Professional Engineers and Land Surveyors; and the Missouri Department of Natural Resources; and based on information provided by the lender. Monuments and pins shown as set were placed under my personal supervision. Physical evidence of improvements as shown is from information obtained by visual inspection of the premises. Easements shown are those written, provided, or discovered and may not be all inclusive. Apparent ownerships as shown are those based on information provided by others and do not represent an opinion as to title. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. No attempt has been made as part of this survey to obtain or show data concerning existence, size depth, condition, capacity, or location of any underground utility. For information regarding these utilities please contact the appropriate agencies. No attempt has been made as a part of this boundary survey to obtain or show data concerning the existence of or the location of floodways and sinkholes. Existing fences are located at the corners of the property and may not be on the property line between the corners. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.

Lawrence E. Jansen 12-29-22
LAWRENCE E. JANSEN PLS 2385 DATE

CLASS "URBAN" SURVEY

EP --- EXISTING IRON PIN

SP O --- SET IRON PIN

---X--- FENCELINE

P --- PLAT DISTANCE

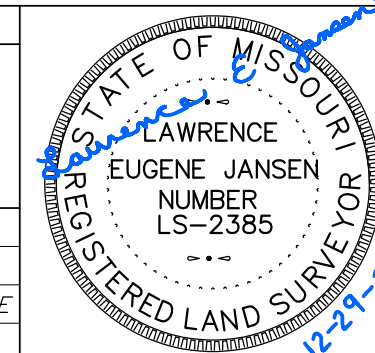
W --- MEASURED DISTANCE

D --- DEED DISTANCE

Job No.: 2212-008

Date: 12-29-2022

Location: 602 N OAKWOOD AVE
REPUBLIC, MO



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

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

Ransom Ellis III

Commissioner Signature:

Ransom Ellis III

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

Vacation of original alignment of roadway that is not needed.

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

☒ Approval

☐ Denial

Commissioner Name:

Brian Doubrava

Commissioner Signature:

Brian Doubrava

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan

☒

Yes

☐

No

Conforming to the City's adopted Transportation Plan

☒

Yes

☐

No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

☒

Yes

☐

No

Compatible with surrounding land uses

☒

Yes

☐

No

Able to be adequately served by municipal infrastructure

☒

Yes

☐

No

Aligned with the purposes of RSMo. 89.040

☒

Yes

☐

No

Statement of Relevant Facts Found:

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

☒

Approval

☐

Denial

Commissioner Name:

C. J. Hyder

Commissioner Signature:

CYNTHIA HYDER

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

2-13-23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

2/13/23

Findings of Fact

Date of Hearing:

02/13/2023

Time:

6:00

Type of Application:

Vacation

Name of Applicant:

Turner Ave (VAC 23-001)

Location:

540 E Civic Blvd

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

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

Statement of Relevant Facts Found:

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

☐ Approval ☐ Denial

Commissioner Name:



Commissioner Signature:



Date:

2/13/23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-09 An Ordinance of the City Council Approving Execution of a 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.

Submitted By: Karen Haynes, BUILDS Administrator

Date: February 21, 2023

Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement with Republic Schools for the construction of a queuing road for the schools located at North Main Street and West State Highway 174.

Discussion and/or Analysis

The Republic School District recently acquired approximately 2.86 acres, Lot 2 of the Trinity Republic Self-Storage Planned Development District (PDD), located at the 900 Block of North Main Street for the construction of a perimeter queuing road for the School District, approved by Council Fall 2022.

The Approved Development Plan includes approximately 2700 linear feet of queuing, space for 230 vehicles, for drop off and pick up at Lyon and Sweeny Schools; the road will connect directly into the school's internal road system.

The Developer's Agreement authorizes the City to partner with Republic Schools to construct the road improvements, consisting of approximately 2700 linear feet of asphalt road and associated improvements, including stormwater pipe. The City will provide labor and materials, except asphalt, which will be a pass-through cost to the School District.

The purpose of the queuing road is for drop off and pick up at Lyon and Sweeny Schools; the road will be owned and maintained by the School District. The road will reduce traffic backups on West State Highway 174 and Main Street, as well as the adjacent four-way intersection.

Recommended Action

Staff is recommending approval of the Republic School's Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A 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**

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 Republic R-III School District (“School District”) recently acquired approximately 2.86 acres, Lot 2 of the Trinity Republic Self-Storage Planned Development District (PDD), located at the 900 Block of North Main Street for the construction of a perimeter queuing road for the School District (“Property”); and

WHEREAS, pursuant to the PDD Development Plan for the Property, previously approved by City Council via Ordinance 22-54, Developer seeks to construct the perimeter queuing road for the School District on the Property; and

WHEREAS, in order to construct the queuing road, certain public improvements need to be constructed on and near the Property; and

WHEREAS, the City and Developer wish to enter into a Developer Agreement that would authorize the City to partner with the School District in constructing the queuing road; and

WHEREAS, under the Developer Agreement, the City would provide labor and materials for the construction, with the exception of labor and materials for asphalt, the costs for which would be borne by the School District; and

WHEREAS, construction of the queuing road on or about the Property will significantly reduce the traffic challenges on West State Highway 174 and Main Street, as well as the adjacent four-way intersection, thereby improving ingress and egress for the City’s residents and increasing roadway safety by reducing the potential for crashes related to the traffic challenges; and

WHEREAS, the Council finds the Developer Agreement is in the City’s best interests as it will help to ease the traffic burdens and potential for crashes on the affected City roadways, thereby increasing roadway safety for the City’s residents and guests.

**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 (“School District”) for the public improvements referenced herein, in substantially the same form as Attachment 1.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between the City of Republic Missouri ("City") and 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

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at the 900 Block of North Main Street, legally described in the preliminary improvement plans labeled "Exhibit A" attached hereto and incorporated by reference into this Agreement, ("Property"), and is in the process of developing a new commercial area on the Property in order to facilitate new development, and

WHEREAS, the Parties have recognized the opportunity to partner on the construction of a queuing road for the Republic School System, benefiting the City's overall transportation system, and

WHEREAS, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties' agreed upon respective responsibilities for improvements on or to the Property benefiting the City's transportation system, as set forth in the Final Plans.

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.
2. Public Improvements:
 - a. Work Under This Agreement: In exchange for Developer's promises herein, City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements described in this Agreement ("Public Improvements").
 - b. Construction Period and Cost Estimates: The Parties agree that City's construction of the Public Improvements cannot be reasonably determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within sixty (60) days after the execution of this Agreement. 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. Once all the questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a timeline as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If the Amendment is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City, as contemplated in paragraph 3 below, shall be the amount Developer is required to reimburse to City under this Agreement. Nothing contained herein 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. Road Improvements: The Parties may elect to work together in the installation, planning, and coordination for queuing roadway improvements to the Property according to the Approved Final Plans ("Road Improvements"), prior to the expiration of the Construction Period. City has the sole discretion to determine whether such Road improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. Road Improvements will be located on the Property, as depicted on the Approved Final Plans. City hereby represents and warrants that it has the power and authority to make the Road Improvements if elected by both parties. ("Road Improvements" are included within the scope of "Public Improvements" herein).
- d. Work Performed: City will be the sole judge of the work required to fully and properly complete 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 to be performed, the engineer(s) selected, the construction methods used, equipment, materials and supplies to be used, the location and quality of the work.
- e. Site Access: At all times during the course of this Agreement, Developer and/or its authorized representatives shall have access to the worksite(s) and shall provide sufficient competent personnel to visit and inspect the worksite(s) and work being

performed. City, its workers, subcontractors, suppliers, and representatives shall have access to the worksite(s) at all times during the course of this Agreement.

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: City shall be solely responsible for the direct costs of the Public Improvements, namely, grading, aggregate, fill materials, and stormwater (piping and installation). Developer shall be responsible for all costs associated with asphalt for the Road Improvements, as outlined below in sub-paragraph (i).
 - i. Asphalt: City will initially pay the cost of asphalt materials and labor for the Road Improvements. Although City will initially pay for such costs, Developer shall be responsible for reimbursement to City for such costs. The Parties agree the actual costs to be reimbursed to City by Developer for the asphalt materials and labor shall include the actual costs incurred by City for asphalt materials used toward the Road Improvements and the actual expenses incurred by City for (1) the labor of non-City employees including contractors and subcontractors, (2) transportation, (3) taxes, (4) ensuring compliance with local, state, and federal public works laws and regulations, and (5) all other services and facilities necessary for the execution and completion of the Road Improvements.
 - ii. Electrical, Gas, Telecommunication: All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.
- c. Invoicing: After materials have been purchased and/or work has commenced under this Agreement, 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. Developer shall have twenty (20) days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty (20) days thereafter to pay City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent (20%) retainage on all materials billed by 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 Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of 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 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. Developer will be provided by City with all bids and/or quotes once they are opened to the public in accordance with the 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 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 perform the work contemplated by this Agreement and in order for City to perform said work on the Property. Prior to construction, Developer shall provide to City, at no cost to City, any such easements, including any temporary construction easements required for third party property owners to perform the work contemplated by this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements. 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 contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 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 approval by the City Council through an 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. Termination of this Agreement shall be the sole remedy of Developer for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event City is the prevailing party in any litigation or formal dispute resolution (i.e., binding arbitration or third-party mediation) arising out of or relating to this Agreement,

City shall be entitled to recover from Developer all reasonable attorneys' fees and expenses incurred in connection with such litigation and/or dispute resolution.

13. Liability: Developer acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary or permanent damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property in the course of completing the Public Improvements. Nothing in this Agreement shall generally be construed to create or impose any liability on the part of City for any direct, special, indirect, liquidated, or consequential damages.
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. 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 – Preliminary Improvement Plans;
 - Final Plans, once approved;
 - The Amendment, as referenced in paragraph 2(b) of this Agreement; 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)

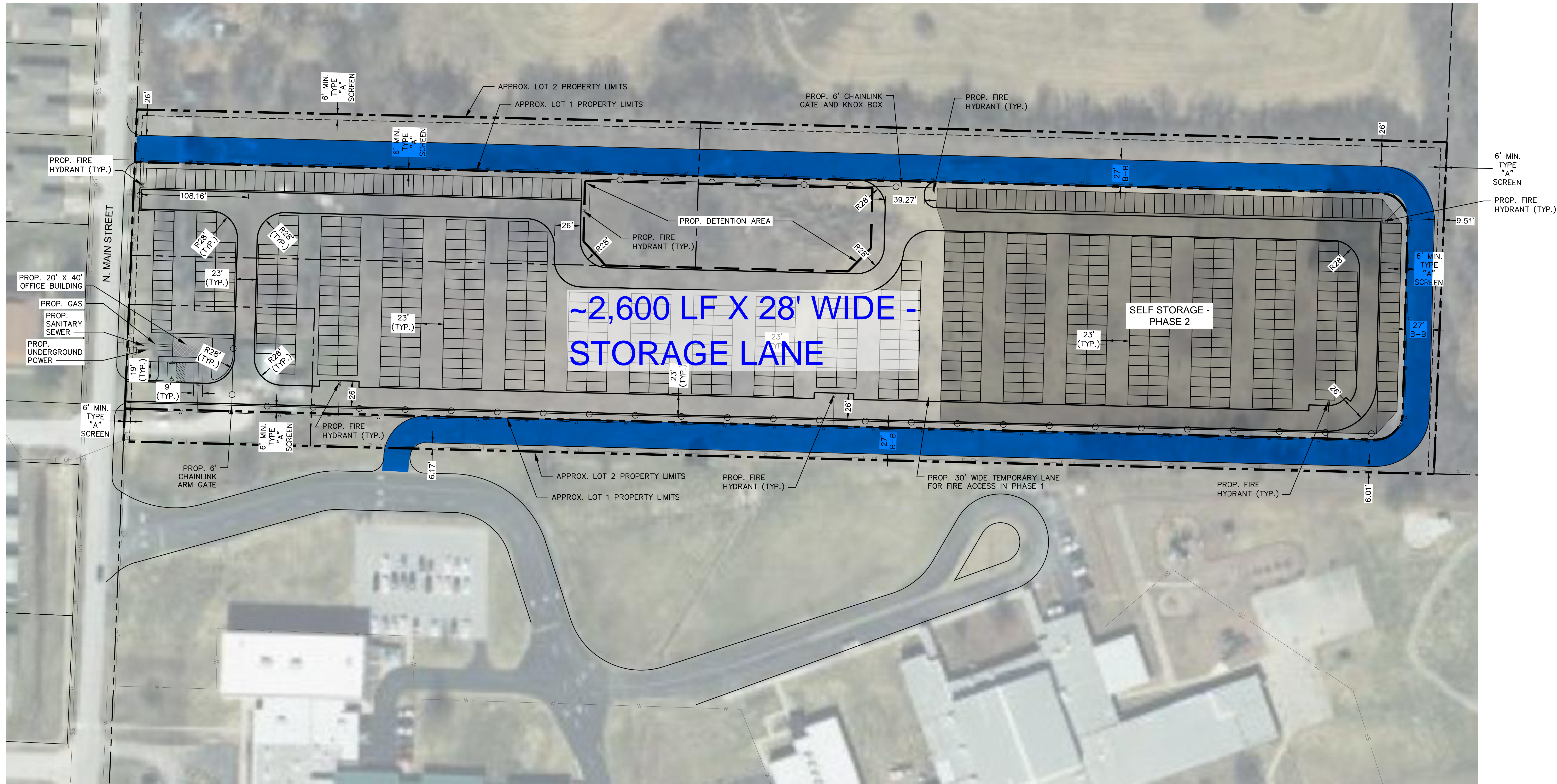
(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

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**CITY REQUIREMENTS:**

- 405.570.A.6 - 3 SPACES PLUS 1 PER EMPLOYEE. 1 LOADING SPACE PER 10,000 SF
- 405.770 - 10% REQUIRED LANDSCAPED AREA
- 405.600 - 9X19' SPACES. 12' ONE-WAY (30' SPINE TO SPINE), 23' TWO-WAY (91' SPINE TO SPINE)
- 405.810 - SCREEN - TYPE A SCREEN - 6' OPAQUE SCREEN W/LARGE TREES 40' O/C, OR SMALL TREES 30' O/C W/ 6' EVERGREEN SHRUBS 4' O/C

PROVIDED:

5 SPACES (INCLUDING 1 ADA)

SETBACK REQUIREMENTS MET

LOT 1 - SELF STORAGE IMPERVIOUS AREA:

7.37 AC TOTAL
6.22 AC IMPERVIOUS (84.40%)
1.15 AC LANDSCAPED AREA (15.60%)

LOT 2 - PERIMETER ROAD IMPERVIOUS AREA:

2.86 AC TOTAL
1.63 AC IMPERVIOUS (56.99%)
1.23 AC LANDSCAPED AREA (43.01%)

STORAGE UNITS (MAXIMUM):

PHASE 1 - 10'X20' UNITS - 356

PHASE 2 - 10'X20' UNITS - 294

TOTAL - 10'X20' UNITS - 650

BUILDING AREA (MAXIMUM):

PHASE 1 - 10'X20' UNITS - 71,200 SF

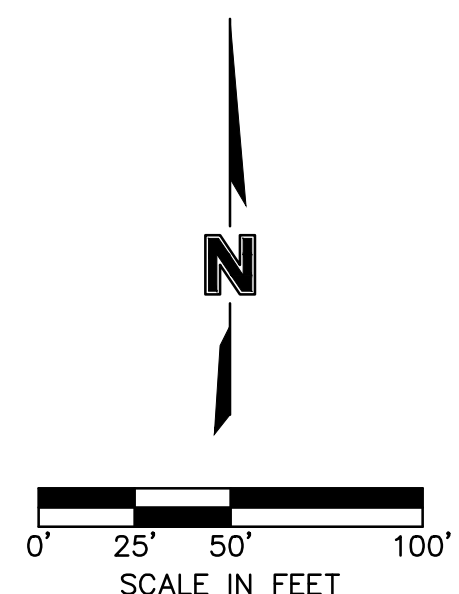
PHASE 2 - 10'X20' UNITS - 58,800 SF

OFFICE - 800 SF

TOTAL - 130,800 SF

LEGEND

	EXIST. PROPERTY LINE
	PROP. PROPERTY LINE
	PROP. LANDSCAPE SCREEN
	EXIST. SANITARY PIPE
	EXIST. OVERHEAD POWER
	EXIST. WATER PIPE
	PROP. 6" WATER MAIN
	PROP. 6' CHAINLINK FENCE
	PROP. DETENTION AREA
	LOT 1 - SELF STORAGE - PHASE 2



PROJECT NO: XX-XXXX
DRAWN BY: TDD
DATE: 08/05/2022

TRINITY - REPUBLIC SELF STORAGE

olsson

600 St. Louis Street
Springfield, MO 65806
TEL 417.880.8802

EXHIBIT
194

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-10 An Ordinance of the City Council Authorizing the Issuance, Sale and Delivery of Special Obligation Bonds, Series 2023, of the City of Republic, Missouri; Approving Certain Documents and Authorizing Certain Other Actions in Connection Therewith.

Submitted By: Jared Keeling, Parks & Recreation Director

Date: February 21, 2023

Issue Statement

An ordinance to receive special obligation bonds to fund Parks & Recreation capital improvement projects.

Discussion and/or Analysis

These special obligation bonds will provide funding for Parks & Recreation capital improvement projects to include expansion of the Republic Aquatic Center and a community event space at J.R. Martin Park (Phase 1). Both projects, in addition to the regional community park/athletic complex, were included as part of the ¼ Cent Parks Capital Improvements Sales Tax renewed by voters in August 2022.

Specific actions include:

- Republic Aquatic Center expansion includes the addition of a 575 ft. lazy river, additional zero-depth entry area, expanded party zones, cabanas, and two additional slides (project alternate). Prior architectural and engineering fees can also be reimbursed by these bonds.
- J.R. Martin Park (Phase 1) includes the addition of a large farmers market/event pavilion, plaza area with seating, food truck space, art elements, and expanded parking. Prior architectural and engineering fees can also be reimbursed by these bonds.
- Any additional funding remaining from the initial parks' debt issuance can be used for early architectural and engineering fees for the regional community park/athletic complex project.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF SPECIAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF REPUBLIC, MISSOURI; APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

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 is authorized under the provisions of the Missouri Constitution and the City Charter to issue and sell special obligation bonds for the purpose of providing funds to finance and refinance the costs of certain capital improvements and to provide that the principal of and interest on such special obligation bonds shall be payable solely from the revenues derived from annual appropriations by the City Council; and

WHEREAS, the City desires to finance the costs of capital improvements including, but not necessarily limited to, the expansion of the aquatic center and the construction of a new community event space (collectively, the "**Projects**"), with proceeds received from the sale(s) of an issue of special obligation bonds; and

WHEREAS, the Council finds it is in the best interest of the City and its residents that Special Obligation Bonds, Series 2023, be issued and secured in the form and manner as hereinafter provided to provide funds for the Projects;

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

ARTICLE I

DEFINITIONS

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

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

"Bond Payment Date" means any date on which the principal or Redemption Price of or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated March 7, 2022, between the City and the Underwriter, in substantially the form attached as **Exhibit C**.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the principal payment office of the Paying Agent.

“Bonds” means the Special Obligation Bonds, Series 2023, authorized and issued by the City pursuant to this Ordinance.

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

“City” means the City of Republic, Missouri, and any successors or assigns.

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

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking dated as of March 1, 2023, delivered by the City, in substantially the form attached as **Exhibit D**.

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

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

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

- (a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

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

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

- (3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

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

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated by a nationally recognized rating service in the same rating category or higher as United States Government Obligations.

“FAST Agent” means the Paying Agent when acting as agent for the Securities Depository in accordance with rules established by the Securities Depository for Fast Automated Securities Transfers.

“Federal Tax Certificate” means the Federal Tax Certificate dated March 23, 2023, delivered by the City, in substantially the form attached as **Exhibit E**.

“Fiscal Year” means the fiscal year of the City, currently the period beginning January 1 and ending December 31.

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

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

“Ordinance” means this Ordinance authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

“Paying Agent” means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

“Permitted Investments” means any securities or investments that are lawful for the investment of the City’s moneys.

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

“Preliminary Official Statement” means the Preliminary Official Statement, in substantially the form attached as **Exhibit B**.

“Projects” means the capital improvements financed with the Bonds, including but not limited to the expansion of the aquatic center and the construction of a new community event space.

“Projects Fund” means the fund by that name referred to in **Section 501**.

“Rebate Fund” means the fund by that name referred to in **Section 501**.

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

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

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

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

“Securities Depository” means The Depository Trust Company, New York, New York.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204**.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchaser of the Bonds.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category as the United States of America or higher by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II**AUTHORIZATION OF BONDS**

Section 201. Authorization of Bonds. There is hereby authorized and directed to be issued a series of bonds of the City, designated "Special Obligation Bonds, Series 2023," in the principal amount of \$[*Principal Amount*] (the "Bonds"), for the purpose of providing funds to (1) pay the costs of the Projects and (2) pay the costs of issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully-registered bonds, numbered from 1 upward, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** and shall be subject to registration, transfer and exchange as provided in **Section 205**. The Bonds shall be dated the date of original issuance and delivery thereof, shall become due in the amounts on the Stated Maturities, and shall bear interest at the rates per annum, as follows:

SERIAL BONDS

Stated Maturity (May 1)	Principal Amount	Annual Rate of Interest
2024	\$	%
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

TERM BONDS

Stated Maturity (May 1)	Principal Amount	Annual Rate of Interest
2040	\$	%
2043		

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to

which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2023.

Section 203. Designation of Paying Agent.

(a) UMB Bank, N.A., Kansas City, Missouri, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (herein called the "Paying Agent").

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. The Paying Agent may at any time resign and be discharged from its duties and responsibilities hereunder by giving written notice by first-class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri, organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection herewith.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Paying Agent mailed to each Registered Owner as of the commencement of business of the Paying Agent on the Record Date for such Bond Payment Date or (2) by electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such Registered Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

(c) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special

Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days before the Special Record Date.

(d) The Paying Agent shall keep a record of the principal, Redemption Price and interest paid on all Bonds and shall, at least annually and upon the written request of the City, forward a copy or summary of such record to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal payment office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

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

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

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then-Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of Bonds.

(a) The Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such Person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A**, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Underwriter or shall hold the Bonds as FAST Agent for the benefit of the Beneficial Owners (as defined herein), upon payment to the City of the purchase price of the Bonds plus accrued interest, if any, to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

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

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

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

Section 209. Preliminary and Final Official Statement.

(a) The Preliminary Official Statement, in substantially the form attached as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other

actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirements of such Rule.

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

Section 210. Sale of Bonds. The Mayor is hereby authorized to enter into the Bond Purchase Agreement with the Underwriter, under which the City will sell the Bonds to the Underwriter at a purchase price of \$_____ (which is equal to the par amount of the Bonds, plus [*a net*] original issue premium of \$_____, and less an underwriting discount of \$_____), plus accrued interest to the date of delivery, if any, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor. The Mayor is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, and his signature thereon shall be conclusive evidence of his approval thereof.

Section 211. Securities Depository.

(a) For purposes of this **Section 211**, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

“Participant” shall mean any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the City and the Paying Agent to the Securities Depository with respect to the Bonds.

(b) The Bonds shall be initially issued as one single authenticated fully-registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the City may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any

Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as FAST Agent) shall receive an authenticated Bond for each separate Stated Maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. If Bonds are issued to holders other than the Securities Depository, the Paying Agent may rely on information provided by the Securities Depository or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, the Bonds or portions thereof maturing on May 1, 2034* and thereafter may be called for redemption and payment prior to their Stated Maturity on May 1, 2033* and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing in 2040* and 2043* (the "Term Bonds") are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date on May 1 in each of the years and in the amounts set forth below:

Term Bonds Maturing May 1, 2040*

<u>Year</u>	<u>Principal Amount</u>
2039	\$
2040 [†]	

[†] Final Maturity

Term Bonds Maturing May 1, 2043*

<u>Year</u>	<u>Principal Amount</u>
2041	\$
2042	
2043 [†]	

[†] Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any Registered Owners thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this Section) and canceled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this Section. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term

Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clause (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed.

(a) The Paying Agent shall call Bonds for optional redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

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

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then-Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first-class mail at least 30 days before the Redemption Date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number and Stated Maturity, and in the case of a partial redemption of any Bonds, the respective principal amounts, of the Bonds to be redeemed;

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

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

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

(e) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

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

(g) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; and (C) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be filed on the Electronic Municipal Market Access system for municipal securities disclosures ("EMMA") established and maintained by the Municipal Securities Rulemaking Board (the "MSRB") (or any successor to EMMA established by the MSRB), at least one day before the mailing of notice to Registered Owners. If EMMA ceases to exist, then each further notice of redemption shall be sent by first-class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(h) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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

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

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

(a) The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and any other

obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, date of Maturity or right of prior redemption as provided in this Ordinance.

Section 402. Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to **Section 401**, the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding Fiscal Year, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision of whether to appropriate such funds will be solely within the discretion of the then-current City Council.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director (a) a Projects Fund, (b) a Debt Service Fund and (c) a Rebate Fund. Each fund shall be maintained as a separate and distinct fund, and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The City shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

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

Section 503. Application of Moneys in the Projects Fund.

(a) Moneys in the Projects Fund shall be used by the City solely for the purpose of (1) paying the costs of the Projects as hereinbefore provided and (2) paying the costs and expenses incident to the issuance of the Bonds, including, but not limited to, the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds.

(b) The Finance Director shall make withdrawals from the Projects Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Projects Fund of all costs and expenses incident to the issuance of the Bonds.

(c) Upon completion of the Projects, any surplus remaining in the Projects Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in the Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same becomes due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same becomes due and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

(b) Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

Section 505. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the amount of arbitrage rebate due under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make

payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article VII**, the obligation to pay arbitrage rebate and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 506. Deposits and Investment of Moneys.

(a) Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there is no commingling of such funds with any other funds of the City.

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

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding may, for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity, enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law, require the City, its officers, agents and employees to account as if they were the trustees of an express trust; or
- (c) by suit, action or other proceedings in equity or at law, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

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

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

Section 605. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred hereunder or to pay the principal of or interest on the Bonds.

Section 606. Exception for Continuing Disclosure. This **Article VI** shall not apply to **Section 805** regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners of the Bonds shall have no remedies for the enforcement of said obligations other than the remedies provided for in **Section 805** and the City's Continuing Disclosure Undertaking.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)**. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other commercial bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other commercial bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

(b) To accomplish a defeasance of the Bonds or the interest payments thereon when the City will rely on interest to be earned on any Defeasance Obligations deposited as described above, the City shall cause to be delivered to the Paying Agent a verification report of an independent firm of

nationally recognized certified public accountants verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form attached as **Exhibit E**, with such changes therein as shall be approved by the Mayor and the Bond Compliance Officer (as defined therein), who are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during usual business hours be open to examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

Section 803. Amendments.

(a) Notwithstanding the City's obligations under the Continuing Disclosure Undertaking, which may be modified as provided therein, the rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then-Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) alter the optional Redemption Date of any Bond;
- (3) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (4) permit preference or priority of any Bond over any other Bond; or
- (5) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

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

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, or in connection with any other change herein that is not materially adverse to the security of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance passed by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then-Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance shall be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, other than the assignment of the ownership of a Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 805. Continuing Disclosure. The Continuing Disclosure Undertaking, in substantially the form attached as **Exhibit D**, is hereby authorized and approved. The Mayor is hereby authorized to execute the Continuing Disclosure Undertaking. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon failure of the City to comply with the Continuing Disclosure Undertaking, any Registered Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. In no event will a default under the Continuing Disclosure Undertaking be considered a default under this Ordinance.

Section 806. Compliance Services. The City hereby engages Gilmore & Bell, P.C. to assist the City in complying with its covenants and agreements set forth in the Federal Tax Certificate. In furtherance thereof, the Mayor is hereby authorized to execute the engagement letter with Gilmore & Bell, P.C., attached as **Exhibit F**.

Section 807. Further Authority. The officers and officials of the City, including the Mayor, City Administrator, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Parties Interested Herein. Nothing in this Ordinance, express or implied, is intended or shall be construed to confer upon, or to give or grant to, any Person, other than the City, the Paying Agent and the Registered Owners, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners.

Section 809. Severability. 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 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 811. Electronic Transaction. The transaction described herein maybe conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 812. Effective Date. 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

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

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

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BOND
SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____%	May 1, 20____	March 23, 2023	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF REPUBLIC, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above, on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2023, until said Principal Amount has been paid.

The Principal Amount or Redemption Price of this Bond shall be paid at Maturity or upon earlier redemption by check, electronic transfer or draft to the Person in whose name this Bond is registered at the Maturity or Redemption Date hereof, upon presentation and surrender of this Bond at the principal payment office of UMB Bank, N.A., Kansas City, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid by check or draft of the Paying Agent mailed to the Registered Owner hereof as of the

commencement of business of the Paying Agent on the Record Date (being the 15th day, whether or not a Business Day, of the calendar month preceding the Interest Payment Date) or by electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such Registered Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Bonds, Series 2023," aggregating the principal amount of \$[*Principal Amount*] (the "Bonds"), issued by the City for the purpose of paying the costs of capital improvements to the City's parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space (collectively, the "**Projects**"), and paying the costs of issuing the Bonds, under the authority of and in full compliance with the City's Charter and the Constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the City Council of the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, the Bonds or portions thereof maturing on May 1, 2034* and thereafter may be called for redemption and payment prior to their Stated Maturity on May 1, 2033* and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

The Bonds maturing in 2040* and 2043* are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of the Ordinance at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

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

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days before the Redemption Date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or

pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (a) out of the income and revenues provided for such year, plus (b) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

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

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

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri.

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

CERTIFICATE OF AUTHENTICATION**CITY OF REPUBLIC, MISSOURI**

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

By: _____
Mayor

Registration Date: _____

(SEAL)

UMB BANK, N.A.,
Paying Agent

ATTEST:

By: _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT B TO ORDINANCE

PRELIMINARY OFFICIAL STATEMENT

[On file in the Office of the City Clerk]

EXHIBIT C TO ORDINANCE

BOND PURCHASE AGREEMENT

[On file in the Office of the City Clerk]

EXHIBIT D TO ORDINANCE
CONTINUING DISCLOSURE UNDERTAKING

[On file in the Office of the City Clerk]

EXHIBIT E TO ORDINANCE

FEDERAL TAX CERTIFICATE

[On file in the Office of the City Clerk]

EXHIBIT F TO ORDINANCE

TAX COMPLIANCE SERVICES ENGAGEMENT LETTER

[On file in the Office of the City Clerk]

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY __, 2023**NEW ISSUE—BOOK-ENTRY ONLY
BANK QUALIFIED****S&P Rating: “__”
See “BOND RATING” herein**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” in this Official Statement.



CITY OF REPUBLIC, MISSOURI
\$9,395,000*
SPECIAL OBLIGATION BONDS
SERIES 2023

Dated: Date of Delivery**Due: May 1, as shown on the inside cover**

The Special Obligation Bonds, Series 2023 (the “Bonds”), will be issued by the City of Republic, Missouri (the “City”), for the purpose of providing funds to (1) finance the costs of capital improvements to the City’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space, and (2) pay the costs of issuing the Bonds, as further described under the caption “PLAN OF FINANCING.”

The Bonds will be issued as fully-registered bonds in denominations of \$5,000 or any integral multiple thereof. Principal of the Bonds will be payable annually on May 1, beginning on May 1, 2024*. Interest on the Bonds will be paid semiannually on each May 1 and November 1, beginning on November 1, 2023*, by check or draft (or by electronic transfer in certain circumstances as described herein).

The Bonds are subject to redemption prior to maturity. See the caption “THE BONDS – Redemption Provisions.”

The Bonds and the interest thereon will constitute special obligations of the City, payable solely from amounts appropriated in each Fiscal Year (herein defined) (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances from previous years. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

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

Certain risk factors are associated with the purchase of the Bonds. See “RISK FACTORS” herein.

The Bonds are offered when, as and if issued by the City, subject to the approval of legality by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the City. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters will be passed upon for the Underwriter by FisherBroyles, LLP. It is expected that the Bonds will be available for delivery at The Depository Trust Company in New York, New York, on or about March 23, 2023.

STIFEL

The date of this Official Statement is March __, 2023.

* Preliminary; subject to change.

CITY OF REPUBLIC, MISSOURI

\$9,395,000*
SPECIAL OBLIGATION BONDS
SERIES 2023

MATURITY SCHEDULE*

Base CUSIP: 760612

SERIAL BONDS

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Extension</u>
2024	\$290,000	%	%	
2025	80,000			
2026	110,000			
2027	145,000			
2028	180,000			
2029	220,000			
2030	260,000			
2031	305,000			
2032	350,000			
2033	400,000			
2034	455,000			
2035	510,000			
2036	570,000			
2037	635,000			
2038	705,000			

TERM BONDS

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Extension</u>
2040	\$1,620,000	%	%	
2043	2,560,000			

* Preliminary; subject to change.

RENDERINGS OF THE AQUATIC CENTER AND COMMUNITY EVENT SPACE



CITY OF REPUBLIC, MISSOURI

204 North Main Avenue
 Republic, Missouri 65738
 (417) 732-3100

ELECTED OFFICIALS

Matt Russell, *Mayor*
 Eric Gerke, *Councilmember, Ward I*
 Eric Franklin, *Councilmember, Ward I*
 Garry Wilson, *Councilmember, Ward II*
 Gerry Pool, *Councilmember, Ward II*
 Christopher Updike, *Councilmember, Ward III*
 Brandon Self, *Councilmember, Ward III*
 Jennifer Mitchell, *Councilmember, Ward IV*
 Clint Gerlek, *Councilmember, Ward IV*

ADMINISTRATIVE OFFICIALS

David Cameron, *City Administrator*
 Andrew Nelson, *Deputy City Administrator*
 Jared Keeling, *Assistant City Administrator and Parks and Recreation Director*
 Lisa Addington, *Chief of Staff and Human Resources Director*
 Chris Crosby, *Information Systems Director*
 Karen Haynes, *BUILDS Administrator*
 Megan McCullough, *City Attorney*
 Laura Burbridge, *City Clerk*
 Brian Sells, *Police Chief*
 Duane Compton, *Fire Chief*

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
 St. Louis, Missouri

BOND AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
 St. Louis, Missouri

UNDERWRITER'S COUNSEL

FisherBroyles, LLP

PAYING AGENT

UMB Bank, N.A.
 Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

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

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

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

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

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**CAUTIONARY STATEMENTS REGARDING FORWARD-
LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT**

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

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THE “RISK FACTORS” SECTION OF THIS OFFICIAL STATEMENT. NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR OTHER THAN AS SET FORTH IN *APPENDIX C*.

TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
INTRODUCTION.....1	Limited Remedies..... 11
Purpose of the Official Statement 1	Loss of Premium from Redemption 12
The City..... 1	Defeasance Risks..... 12
The Bonds and the Projects..... 1	Cybersecurity Risks..... 12
Security and Sources of Payment..... 1	
Financial Statements 2	BOND RATING 12
Continuing Disclosure 2	
THE BONDS2	LEGAL MATTERS 13
Authorization and Purpose of the Bonds 2	Absence of Litigation 13
General Description 2	Approval of Legality 13
Redemption Provisions 3	TAX MATTERS..... 13
CUSIP Numbers..... 5	Opinion of Bond Counsel 14
Book-Entry Only System 5	Other Tax Consequences 14
Registration, Transfer and Exchange of Bonds	
Upon Discontinuance of Book-Entry Only	CONTINUING DISCLOSURE..... 15
System..... 7	
SECURITY AND SOURCES OF PAYMENT	MISCELLANEOUS..... 16
FOR THE BONDS7	Financial Statements..... 16
	Certain Relationships..... 16
PLAN OF FINANCING.....8	Underwriting..... 16
The Projects 8	Certification and Other Matters Regarding
Sources and Uses of Funds 9	Official Statement..... 16
RISK FACTORS.....9	APPENDIX A – General and Demographic
Limited Obligations 9	Information Regarding the City
Construction Risks 10	APPENDIX B – Basic Financial Statements for
Potential Impact of Pandemics 10	Fiscal Year Ended December 31, 2021
Determination of Taxability..... 10	APPENDIX C – Form of the Continuing
Risk of Audit..... 11	Disclosure Undertaking
Investment Rating and Secondary Market 11	
No Credit Enhancement..... 11	
Future Economic, Demographic and Market	
Conditions..... 11	

OFFICIAL STATEMENT

CITY OF REPUBLIC, MISSOURI

\$9,395,000*

SPECIAL OBLIGATION BONDS

SERIES 2023

INTRODUCTION

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

Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to the City of Republic, Missouri (the “**City**”), and the City’s Special Obligation Bonds, Series 2023, to be issued in the principal amount of \$9,395,000* (the “**Bonds**”).

The City

The City is a constitutional charter city and political subdivision of the State of Missouri. The City is located in southwestern Missouri, immediately adjacent to Springfield, Missouri. The City has a rapidly-growing population, which currently stands at approximately 18,750. See the caption “**GENERAL INFORMATION CONCERNING THE CITY**” in *Appendix A* to this Official Statement.

The Bonds and the Projects

The Bonds are being issued pursuant to an ordinance (the “**Bond Ordinance**”) expected to be adopted by the City Council on March 7, 2023. Approximately \$7,500,000 will be used to expand the aquatic center (the “**Aquatic Center Project**”), and approximately \$1,700,000 will be used to construct a new community event space at J.R. Martin Park (the “**Event Space Project**”). The Aquatic Center Project and the Event Space Project are collectively referred to as the “**Projects**.” Any remaining funds will be applied toward the construction of a regional athletic complex to be developed as part of a new community park.

See the caption “**PLAN OF FINANCING**” herein.

Security and Sources of Payment

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

The Bonds and the interest thereon will constitute special obligations of the City, payable solely from amounts appropriated in each Fiscal Year (herein defined) (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The fiscal year of the City begins on January 1 and ends on December 31 (the “**Fiscal Year**”).

* Preliminary; subject to change.

The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.

On August 2, 2022, voters within the City approved the extension of a 1/4-cent capital improvement sales tax for the purpose of funding local park improvements, including the Projects (the **“Park Improvements Sales Tax”**). Although payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to annually budget and appropriate revenues generated from the Park Improvements Sales Tax for repayment of the Bonds. Such revenues are not pledged as security for the payment of the Bonds. See the caption **“TAX INFORMATION – Sales Tax Information – Capital Improvement Sales Taxes”** in *Appendix A* to this Official Statement.

Financial Statements

The Basic Financial Statements for the Fiscal Year ended December 31, 2021 are included in *Appendix B* to this Official Statement.

Continuing Disclosure

The City will undertake, pursuant to a Continuing Disclosure Undertaking dated as of March 1, 2023 (the **“Continuing Disclosure Undertaking”**), to provide certain financial information and operating data relating to the City and to provide notices of the occurrence of certain enumerated events relating to the Bonds. The financial information, operating data and notices of events will be filed by the City in compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the **“Rule”**). See the caption **“CONTINUING DISCLOSURE”** herein and the form of the Continuing Disclosure Undertaking in *Appendix C*.

THE BONDS

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

Authorization and Purpose of the Bonds

The Bonds are being issued pursuant to and in full compliance with the Constitution and the statutes of the State of Missouri, the City Charter and the Bond Ordinance. The Bonds are being issued for the purpose of providing funds to pay the costs of the Projects and the costs of issuing the Bonds.

General Description

The Bonds are issuable as fully-registered bonds in denominations of \$5,000 or any integral multiple thereof. The Bonds will be dated as of the date of original issuance and will mature on May 1 in the years and in the principal amounts set forth on the inside cover page hereof. The Bonds will bear interest from the date thereof or from the most recent interest payment date to which interest has been paid at the rates per annum set forth on the inside cover page hereof, payable semiannually on each May 1 and November 1, beginning on November 1, 2023*. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

* Preliminary; subject to change.

Principal of the Bonds will be payable at the payment office of UMB Bank, N.A., Kansas City, Missouri (the “**Paying Agent**”), at the maturity date thereof. The principal of and interest on the Bonds will be payable (1) by check or draft of the Paying Agent mailed to each registered owner of the Bonds as of the commencement of business on the 15th day of the calendar month preceding the respective payment date (the “**Record Date**”), or (2) by electronic transfer to such registered owner upon written notice delivered to the Paying Agent not less than 15 days before the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable. If the specified date for any payment on the Bonds is not a business day, such payment may be made on the next business day without additional interest and with the same force and effect as if made on the specified date for such payment.

Redemption Provisions

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on May 1, 20__ and thereafter may be called for redemption and payment prior to their stated maturity on May 1, 20__ and thereafter as a whole or in part at any time at the Redemption Price (herein defined) of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption (the “**Redemption Date**”).

Mandatory Redemption. The Bonds maturing in 2040* and 2043* (the “**Term Bonds**”) are subject to mandatory redemption and payment prior to their stated maturity pursuant to the mandatory redemption requirements of the Bond Ordinance at a Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date on May 1 in each of the years and in the amounts set forth below:

Term Bonds Maturing May 1, 2040*

<u>Year</u>	<u>Principal Amount</u>
2039	\$775,000
2040 [†]	845,000

[†]Final Maturity

Term Bonds Maturing May 1, 2043*

<u>Year</u>	<u>Principal Amount</u>
2041	\$920,000
2042	995,000
2043 [†]	645,000

[†]Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any registered owners thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical or (3) receive a credit with respect to the mandatory redemption obligation of the City for any Term Bonds which prior to such date have been redeemed (other than through the

operation of the mandatory redemption requirements of the Bond Ordinance) and canceled by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same stated maturity on such Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same stated maturity in chronological order, and the principal amount of Term Bonds of the same stated maturity to be redeemed by operation of the requirements of the Bond Ordinance shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clause (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Selection of Bonds to Be Redeemed. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their stated maturities as determined by the City, and Bonds of less than a full stated maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then-outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the registered owner of such Bond or the registered owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the price at which such Bond is to be redeemed (the "**Redemption Price**") and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the registered owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the registered owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Notice and Effect of Call for Redemption. Unless waived by any registered owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first-class mail at least 30 days before the Redemption Date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as provided in the Bond Ordinance for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the registered owner a new Bond or Bonds of the same stated maturity in the amount of the

unpaid principal. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent and shall not be reissued.

So long as the Book-Entry System (herein defined) is used for the Bonds, the Paying Agent will provide notices of redemption only to DTC (herein defined), as the registered owner of the Bonds. It is expected that DTC, in turn, will notify its Participants (herein defined) and that the Participants, in turn, will notify or cause to be notified, the Beneficial Owners (herein defined) of such redemption. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, DTC, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

The failure of any registered owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

Book-Entry Only System

General. The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the “**Book-Entry System**”) maintained by The Depository Trust Company (“**DTC**”), New York, New York.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

The following information concerning DTC and DTC’s Book-Entry System has been obtained from DTC. The City takes no responsibility for the accuracy or completeness thereof, and neither the Indirect Participants (defined herein) nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants (defined herein), as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

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

owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**” and, together with Direct Participants, “**Participants**”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

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

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

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

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

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

Payments of Principal, Redemption Price and Interest. Payment of principal or Redemption Price of and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such

Participants and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or Redemption Price of and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Direct Participants holding a majority position in the Bonds may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed, registered in the name of DTC's partnership nominee, Cede & Co. (or such other name as may be requested by an authorized representative of DTC), and delivered to DTC (or a successor securities depository), to be held by it as securities depository for the Direct Participants. If, however, the system of book-entry-only transfers has been discontinued and a Direct Participant has elected to withdraw its Bonds from DTC (or a successor securities depository), Bond certificates may be delivered to Beneficial Owners in the manner described herein under the caption **"Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System."**

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

The City will cause the bond register to be kept at the principal payment office of the Paying Agent. Upon surrender of any Bond at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond as provided in the Bond Ordinance.

The Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same stated maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or by the registered owner's duly authorized agent. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the registered owners of the Bonds. If any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay defaulted interest and ending at the close of business on the date fixed for the payment of defaulted interest.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

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

Pursuant to the Bond Ordinance, the City Council will direct the City Administrator or any other officer of the City at any time charged with the responsibility of formulating budget proposals, from and after delivery of the Bonds and so long as any of the Bonds remain outstanding, subject to the provisions of the Bond Ordinance, (1) to include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision of whether or not to appropriate such funds will be solely within the discretion of the then-current City Council. No property of the City is pledged or encumbered to secure payment of the Bonds.

Although payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to annually budget and appropriate revenues generated from the Park Improvements Sales Tax for repayment of the Bonds. See the caption “**TAX INFORMATION – Sales Tax Information – Capital Improvement Sales Taxes**” in *Appendix A* to this Official Statement.

THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE BONDS.

PLAN OF FINANCING

The Projects

The City expects to spend approximately \$7,500,000 to expand the aquatic center and approximately \$1,700,000 to construct a new community event space at J.R. Martin Park.

The Aquatic Center Project. The City’s aquatic center opened in 2005. The expansion project will nearly double the size of the existing facility and will include a 575-foot lazy river, an additional zero-depth entry area, private cabanas, new party zones, dedicated space for food trucks and additional restrooms. Construction of the Aquatic Center Project is expected to begin in mid-2023 and to be complete by the summer of 2024. The City has entered into a contract with Sapp Design Architects for architectural and engineering services for this project. The City has requested bids for contracting services, which are due by March 7, 2023. City staff will present the bids received and recommend a contractor to the City Council on March 21, 2023.

The Event Space Project. J.R. Martin Park is a 24-acre park located in the heart of the City. Current amenities include a pavilion, grill, picnic tables and benches, restroom facilities, an amphitheater and four tennis courts. Early in 2023, the tennis courts will be relocated to Miller Park to make space for the new community event space to be constructed. The event space will include a large, open-air pavilion, plaza space with seating and shade, playgrounds and sculptures, a concessions/support building and a food truck and pedestrian boulevard. Construction of the Event Space Project is expected to begin in mid-2023 and to be complete by the summer of 2024. The City has entered into a contract with Sapp Design Architects for architectural and engineering services for this project. Final schematic design and construction plans are scheduled to be completed no later than April 2023, and the City will request bids for contracting services in due course.

If any Bond proceeds remain after completion of the Projects, the City intends to apply those funds toward the construction of a regional athletic complex to be developed as part of a new community park. See “**DEBT STRUCTURE OF THE CITY – Future Debt Plans**” in *Appendix A* to this Official Statement.

Sources and Uses of Funds

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

Sources of Funds:

Par Amount of the Bonds	\$
Net Original Issue Premium	
Total	<u>\$</u>

Uses of Funds:

Costs of the Projects	\$
Costs of Issuance, including Underwriter's Discount	
Total	<u>\$</u>

RISK FACTORS

*The following is a discussion of certain risks that could affect the payment of and security for the Bonds. To identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including its appendices). Prospective purchasers of the Bonds should consider carefully all possible factors that may result in a default in the payment of the Bonds, the redemption of the Bonds prior to maturity, a determination that the interest on the Bonds might be deemed taxable for purposes of federal and State of Missouri income taxation, or that may affect the market price or liquidity of the Bonds. **This discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive.***

Limited Obligations

The Bonds do not give rise to a general obligation or other indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or provision.

The Bonds are special obligations of the City, payable solely from the annual appropriation of funds by the City for that purpose. In each Fiscal Year, payments of principal of and interest on the Bonds shall be made solely from the amounts appropriated therefor (1) out of the income and revenues of the City provided for such year, plus (2) any unencumbered balances for previous years. The City is not required or obligated to make any such annual appropriation, and the decision of whether or not to appropriate such funds will be solely within the discretion of the then-current City Council. Subject to the preceding sentence, the obligations of the City to make payments under the Bond Ordinance and to perform and observe any other covenant and agreement contained in the Bond Ordinance shall be absolute and unconditional.

If the City fails to appropriate amounts sufficient to pay the principal of and interest on the Bonds in any Fiscal Year, no other funds or property will be available to pay such principal and interest. No property of the City is pledged or encumbered to secure payment of the Bonds.

No debt service reserve fund has been funded with respect to the Bonds.

The City has declared its current intention and expectation to appropriate funds to pay the Bonds. However, such a declaration cannot be construed as contractually obligating or otherwise binding the City. Accordingly, the likelihood that the City will appropriate funds to timely pay the Bonds is dependent upon certain

factors which are beyond the control of the bondholders, including the demographic conditions within the City and the City's ability to generate sufficient revenues, property taxes, sales taxes, and other sources to pay the Bonds and its other obligations.

Construction Risks

The construction of the Projects is subject to the usual risks associated with construction, including circumstances or events beyond the control of the City. Those circumstances may include, among others, strikes or other labor disputes, shortages in various labor trades, material shortages, adverse weather conditions, fire or other casualty damage, unanticipated subsoil conditions, unanticipated construction difficulties or the financial failure of the contractor or various subcontractors, any of which may affect the timely construction of the Projects. In particular, the COVID-19 pandemic has increased delivery times for many raw materials and other products, which has resulted in significant uncertainty regarding the delivery of construction projects.

The City may experience construction cost overruns beyond the normal construction contingencies built into the estimated costs of the Projects, even if the related construction contracts are for a fixed price or a "guaranteed maximum price." The price of many raw materials has increased significantly due to the COVID-19 pandemic. Any costs exceeding the amount funded with Bond proceeds would either require additional borrowing or would need to be funded from other available City revenues. In either case, construction cost overruns may have an adverse impact on the availability of revenues to pay debt service on the Bonds. Further, the City may have difficulty borrowing additional amounts ultimately needed to complete the Projects as a result of future credit market conditions or otherwise, which could have an adverse impact on the completion of the Projects and could adversely impact the availability of revenues to pay debt service on the Bonds.

Potential Impact of Pandemics

Recent events with the COVID-19 pandemic have shown that an outbreak of infectious disease can trigger governmentally-imposed restrictions and changes in consumer behavior that could negatively impact local economic conditions. Such changes can cause unemployment rates to rise, supply chain disruptions, taxable sales to decrease, delinquencies in tax payments, and other negative pressures on economic activity that could result in decreased or delayed tax collections for the City, or otherwise adversely affect the City's operations and finances.

While conditions have significantly improved, the COVID-19 pandemic is ongoing. New, more harmful variants of the virus or significant spreading of existing variants of the virus (or other viruses or pandemics) could cause reduced healthcare availability and reduced economic activity. Such reduced economic activity could in turn negatively impact sales taxes, property values, the collections of such taxes, and the operations and finances of the City.

The City receives the majority of its revenue from property and sales taxes, and the City did not experience a decrease in revenues due to COVID-19. Historical revenues and expenditures for the City's General Fund for the fiscal years ended December 31, 2019 through 2021 are set forth under the caption **"FINANCIAL INFORMATION CONCERNING THE CITY – The General Fund"** in *Appendix A* to this Official Statement.

Determination of Taxability

The Bonds are not subject to redemption, nor are the interest rates on the Bonds subject to adjustment, in the event of a determination by the Internal Revenue Service (the **"Service"**) or a court of competent jurisdiction that the interest paid or to be paid on any Bond is or will be included in the gross income of the owner of such Bond for federal income tax purposes. Such determination may, however, result in a breach of the City's tax covenants set forth in the Bond Ordinance which may constitute a default under the Bond Ordinance. Likewise, the Bond Ordinance does not require the redemption of the Bonds or the adjustment of interest rates on the Bonds if the

interest thereon loses its exemption from income taxes imposed by the State of Missouri. ***It may be that owners would continue to hold their Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal and state income tax purposes.***

Risk of Audit

The Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Bonds. Owners of the Bonds are advised that, if an audit of the Bonds were commenced, in accordance with its current published procedures, the Service is likely to treat the City as the taxpayer, and the owners of the Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Investment Rating and Secondary Market

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

No Credit Enhancement

No financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to ensure payment of the Bonds. Accordingly, any potential purchaser of the Bonds should consider the financial ability of the City to pay the Bonds. See the caption **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** herein.

Future Economic, Demographic and Market Conditions

Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact payment of taxes by taxpayers in the City and, therefore, the City's financial condition.

Limited Remedies

Payment of the principal of and interest on the Bonds is not secured by any deed of trust, mortgage or other lien on any property of the City. This is in contrast to leasehold revenue bonds and certificates of participation, wherein the lessee of bond-financed property can lose control of the property if the lessee fails to appropriate funds to repay the obligations. In this case, there is no lease of any bond-financed property, so Bond owners have no ability to take over the property or otherwise penalize the City in the event of non-appropriation.

Loss of Premium from Redemption

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

Defeasance Risks

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

Cybersecurity Risks

The City relies on its information systems to provide security for processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City’s security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City’s operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. In October 2022, the City was the subject of an attempted cyber fraud attack that did not result in any pecuniary losses. The City has purchased an insurance policy to help mitigate the costs of a cybersecurity event.

BOND RATING

S&P Global Ratings, a division of S&P Global Inc. (the **“Rating Agency”**), has assigned the Bonds a rating of “___” based on the creditworthiness of the City. The rating reflects only the view of the Rating Agency

at the time the rating is given, and the Underwriter and the City make no representation as to the appropriateness of such rating. An explanation of the significance of the rating may be obtained from the Rating Agency.

The City has furnished the Rating Agency with certain information and materials relating to the Bonds and the City that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions made by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing the rating, circumstances warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price and marketability of the Bonds.

The Underwriter has not undertaken any responsibility to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of any rating of the Bonds or to oppose any such proposed revision or withdrawal. Pursuant to the Continuing Disclosure Undertaking, the City is required to bring to the attention of the holders of the Bonds any rating changes but has not undertaken any responsibility to disclose any rating revisions proposed by the Rating Agency or to oppose any such proposed revision or withdrawal of the rating of the Bonds. See the form of the Continuing Disclosure Undertaking in *Appendix C*.

LEGAL MATTERS

Absence of Litigation

There is not now pending or, to the City's knowledge, threatened any litigation (1) seeking to restrain or enjoin the issuance of the Bonds, (2) challenging the proceedings or authority under which the Bonds are to be issued, (3) materially affecting the security for the Bonds, (4) challenging or threatening the City's powers to enter into or carry out the transactions contemplated by the Bond Ordinance and this Official Statement, or (5) that would otherwise materially adversely affect the City's financial condition or its ability to repay the Bonds.

Approval of Legality

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the City. Bond Counsel has participated in the preparation of this Official Statement, but the factual and financial information appearing herein has been supplied or reviewed by certain officials of the City and certified public accountants, as referred to herein. Certain legal matters related to this Official Statement will be passed upon by Bond Counsel. Certain legal matters will be passed upon for the Underwriter by FisherBroyles, LLP.

TAX MATTERS

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

Opinion of Bond Counsel

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

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

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

Bank Qualification. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

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

Other Tax Consequences

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

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on a Bond amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax

deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

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

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

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

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

CONTINUING DISCLOSURE

The City will enter into the Continuing Disclosure Undertaking to assist the Underwriter in complying with the Rule. The form of the Continuing Disclosure Undertaking is included in this Official Statement as ***Appendix C***. The City is the only "obligated person" with responsibility for continuing disclosure.

Over the past five years, the City believes it has complied in all material respects with its prior continuing disclosure undertakings under the Rule except as follows:

On June 29, 2021, the City filed an annual report for the fiscal year ended December 31, 2020. The annual report contained all of the operating data required by the City's prior undertakings but did not include the requisite financial information. The City did not file a failure to file notice related to the missing information. On September 2, 2021, the City filed a new annual report that included its audited financial statements for the fiscal year ended December 31, 2020.

MISCELLANEOUS

Financial Statements

Audited financial statements of the City, as of and for the Fiscal Year ended December 31, 2021, are included in **Appendix B** to this Official Statement. These financial statements have been audited by KPM CPAs, PC, Springfield, Missouri.

Certain Relationships

Gilmore and Bell, P.C., Bond Counsel to the City, represents the Underwriter in other financings but is not representing the Underwriter in connection with the issuance of the Bonds.

FisherBroyles, LLP, counsel to the Underwriter, has represented the Paying Agent in transactions unrelated to the delivery of the Bonds but is not representing the Paying Agent in connection with the delivery of the Bonds.

Underwriting

Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri (the “**Underwriter**”), has agreed to purchase the Bonds from the City at a price equal to \$_____ (which is equal to the par amount of the Bonds, plus a net original issue premium of \$_____ and less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter’s business activities. The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

Certification and Other Matters Regarding Official Statement

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights of the owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the offices of the Underwriter; following delivery of the Bonds, copies of such documents may be examined at the principal payment office of the Paying Agent. The information contained in this Official Statement has been compiled from official and other sources that are deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement between the City, the Paying Agent or the Underwriter and the purchasers or owners of any Bonds.

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

CITY OF REPUBLIC, MISSOURI

By: _____
Mayor

APPENDIX A

**GENERAL AND DEMOGRAPHIC INFORMATION
REGARDING THE CITY**

APPENDIX B

**BASIC FINANCIAL STATEMENTS FOR
FISCAL YEAR ENDED DECEMBER 31, 2021**

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

TABLE OF CONTENTS

GENERAL INFORMATION CONCERNING THE CITY	A-1
General Information.....	A-1
Economy	A-1
Government and Organization.....	A-1
Employee Relations	A-Error! Bookmark not defined.
Pension Plan.....	A-2
Risk Management	A-3
Municipal Services and Utilities.....	A-3
Public Safety.....	A-4
Transportation.....	A-4
Educational Facilities.....	A-4
Recreational Activities.....	A-4
Employment.....	A-5
Building Construction.....	A-5
Housing.....	A-6
Population	A-6
Income	A-7
FINANCIAL INFORMATION CONCERNING THE CITY	A-7
Basis of Accounting.....	A-7
Independent Audits and Financial Reports	A-8
Budgeting Process.....	A-8
The General Fund	A-9
2022 Unaudited Results and 2023 Budget.....	A-10
DEBT STRUCTURE OF THE CITY	A-10
Debt Ratios and Related Information	A-10
General Obligation Indebtedness.....	A-10
Overlapping General Obligation Indebtedness.....	A-11
Revenue Bonds Payable.....	A-11
Capital Lease Obligations.....	A-11
Other Long-Term Obligations	A-12
History of Debt Payment	A-12
Debt Service Requirements.....	A-13
Future Debt Plans.....	A-13
TAX INFORMATION	A-14
Property Valuations	A-14
Property Tax Levies and Collections.....	A-15
History of Tax Levies	A-16
Tax Collection Record.....	A-16
Tax Delinquencies	A-16
Major Property Taxpayers	A-17
Sales Tax Information.....	A-17

GENERAL INFORMATION CONCERNING THE CITY

General Information

The City of Republic, Missouri (the “**City**”), is a rapidly-growing community located immediately west of Springfield, Missouri (“**Springfield**”), in southwest Missouri. Historically, the City has served as a bedroom community providing reasonable housing opportunities for families employed in Springfield and surrounding areas. According to the 2020 census, the Springfield region was the fastest-growing region in the State of Missouri over the last three years, and the City was the fastest-growing city in that region. According to the 2020 Census, the City has a population of 18,750, which is expected to grow to more than 27,000 by 2030.

Most of the City is located in Greene County (the “**County**”), with a small portion located in Christian County. The City encompasses approximately 13.3 square miles.

Economy

Commercial development has increased significantly in the City in recent years. More than \$300,000,000 in capital investment in the last five years has resulted in the addition of more than 3,000 jobs. The City’s potential for industrial growth is enhanced by its unique congregation of transportation access, including rail, air and interstate highway. The City encompasses long stretches of James River Freeway (State Highway 360), which has direct access to Interstate 44 and U.S. Highway 60, both of which provide many retail and commercial development opportunities.

In anticipation of the City’s projected population growth, the City is assisting in the development of approximately 9,000 acres, of which approximately 2,000 are currently located within the City’s boundaries. The City expects a portion of the owners of the remaining property to petition the City for voluntary annexation so that they can receive City services at rates offered to “in-City” customers.

Government and Organization

The City has operated as a constitutional charter city since 2007. Prior to adopting a home rule form of government, the City was a fourth-class city. The City Charter provides for a non-partisan municipal government consisting of a Mayor, eight Councilmembers and a City Administrator. The Mayor is elected at-large by the voters of the City once every four years. The City is divided into four wards, and two Councilmembers are elected from each ward for a four-year term.

The current Mayor and the members of the City Council are as follows:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Matt Russell	Mayor	2024
Eric Gerke, Ward I	Councilmember	2024
Eric Franklin, Ward I	Councilmember	2024
Garry Wilson, Ward II	Councilmember	2024
Gerry Pool, Ward II	Councilmember	2025
Christopher Updike, Ward III	Councilmember	2024
Brandon Self, Ward III ⁽¹⁾	Councilmember	2025
Jennifer Mitchell, Ward IV	Councilmember	2024
Clint Gerlek, Ward IV ⁽¹⁾	Councilmember	2025

⁽¹⁾ Councilmembers Brandon Self and Clint Gerlek were appointed on July 19, 2022 to fill vacancies on the City Council.

The City Administrator serves as the chief administrative officer of the City and is appointed by the Mayor upon the advice and consent of the entire City Council. David Cameron has served as the City Administrator since July 2016. Prior to becoming the City Administrator, Mr. Cameron worked as the city administrator of the City of Siloam Springs, Arkansas.

Employee Relations

The City has approximately 171 full-time employees and upwards of 200 part-time and seasonal employees. In May 2007, the Missouri Supreme Court held that public employees have a constitutional right to collectively bargain under Missouri's Constitution. The City's administration characterizes the City's relationship with its employees as a good relationship. The City has no record of any work stoppages or other labor disputes. The International Association of Firefighters Local 152 ("IAFF 152") represents 14 employees (captains, engineers and firefighters) in the Republic Fire Department. Firefighters represented by IAFF 152 are covered by a collective bargaining agreement. No other City employees are covered by a collective bargaining agreement.

Pension Plan

The City participates in the Missouri Local Government Employees' Retirement System ("LAGERS"), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local governmental entities in Missouri. LAGERS was created and is governed by state statute and is a defined-benefit pension plan that provides retirement, disability and death benefits. The plan is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, and is tax-exempt. LAGERS is governed by a seven-member Board of Trustees consisting of three trustees elected by participating employees, three trustees elected by participating employers and one trustee appointed by the Missouri Governor.

LAGERS issues a publicly-available financial report that includes financial statements and required supplementary information. The LAGERS Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022 (the "2022 LAGERS Annual Report") is available at <https://www.molagers.org/financial-reports/>. The link to the 2022 LAGERS Annual Report is provided for general background information only, and the information in the 2022 LAGERS Annual Report is not incorporated by reference into this Official Statement. The 2022 LAGERS Annual Report provides detailed information about LAGERS, including its financial position, investment policy and performance information, actuarial information and assumptions affecting plan design and policies, and certain statistical information about the plan.

The following provides a historical comparison of the City's actual contributions to LAGERS relative to the actuarially-determined contributions for the fiscal years of the City shown:

Schedule of City Contributions

<u>Year Ended December 31</u>	<u>Actuarially- Determined Contribution</u>	<u>Actual Employer Contributions</u>	<u>Contribution Excess/(Deficiency)</u>
2017	\$454,354	\$440,229	\$(14,125)
2018	467,478	467,478	-
2019	703,488	703,487	(1)
2020	768,674	767,679	(995)
2021	752,329	752,329	-

Source: City's Audited Financial Statements for fiscal year ended December 31, 2021.

The net pension liability (asset) (consisting of both the City's liability (asset) for active members and a proportionate share of LAGERS' liability (asset) for retired members from the City) attributable to the City's participation in LAGERS as of June 30, 2021, was as follows:

<u>Year Ended June 30</u>	<u>Total Pension Liability (TPL)</u>	<u>Plan Fiduciary Net Position (FNP)</u>	<u>FNP as % of TPL</u>	<u>Net Pension Liability/ (Asset) (NPL)</u>
<u>General</u>				
2019	\$6,720,034	\$4,430,441	65.93%	\$2,289,593
2020	7,041,431	4,782,802	67.92	2,258,629
2021	7,614,833	6,498,503	85.34	1,116,330
<u>Police</u>				
2019	\$1,774,250	\$1,067,527	60.17%	\$ 706,723
2020	1,923,067	1,162,534	60.45	760,533
2021	1,979,458	1,564,693	79.05	414,765
<u>Fire</u>				
2019	\$1,554,676	\$1,251,923	80.53%	\$ 302,753
2020	1,639,760	1,363,513	83.15	276,247
2021	1,771,313	1,847,659	104.31	(76,346)

Source: City's Audited Financial Statements for fiscal years ended December 31, 2019 through 2021.

For additional information specific to the City's participation in LAGERS, including the City's pension expense, see **Note 9** and **pages 58-60** in the City's financial statements included in **Appendix B** to this Official Statement. For additional information regarding LAGERS, see the 2022 LAGERS Annual Report.

In the fiscal year ended December 31, 2022, the City began offering a 457 Deferred Compensation Plan (the "**Plan**") to all of its full-time employees. The City contributes 9% of each participating employee's salary to the Plan. Each participating employee is also able to contribute a portion of his/her salary to the Plan. The deferred compensation is not available until the employee's termination, retirement, death or unforeseeable emergency. MissionSquare Retirement (formerly ICMA-RC) manages and administers the Plan. The City is able to provide this additional benefit, in large part, as a result of a recently-approved 3/4-cent public safety sales tax. See "**TAX INFORMATION – Sales Tax Information – Public Safety Sales Tax.**" In the fiscal year ended December 31, 2022, the City contributed \$550,870.86 to the Plan.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City has transferred its risk by obtaining coverage from a public self-insured insurance pool. The City's management believes coverage is sufficient to preclude any significant uninsured losses to the City.

Municipal Services and Utilities

The City provides the following services: public safety (police and fire), streets, culture-recreation, public improvements, planning and zoning and general administrative services. Most residents of the City receive water and wastewater services from the City. Electricity is provided through Liberty Electric, Ozark Electric Cooperative and City Utilities of Springfield, and natural gas is provided by Missouri Gas Energy (Spire) and City Utilities of Springfield.

Public Safety

The Republic Police Department has 34 employees, including 29 sworn police officers and five support staff. The Republic Fire Department has 30 employees, including a fire chief, a deputy fire chief, three battalion chiefs, five fire captains, four lieutenants, five fire engineers and 11 full-time firefighters. The City currently has an Insurance Service Organization (“**ISO**”) fire insurance rating of 2 (the ISO has a classification of 1 to 10, with “1” representing superior protection and “10” indicating the community does not meet ISO’s minimum criteria). The fire department operates two fully-manned stations, which are staffed 24 hours a day.

Transportation

U.S. Highway 60 traverses the City and provides access to the nearby Springfield. The City is located within easy access to Interstate 44, James River Freeway and Highway 174. The nearest public airport, with commercial air transportation and air freight service, is Springfield-Branson National Airport, which is approximately eight miles from the City. Ground freight service is provided by several major motor freight carriers and Burlington Northern-Santa Fe Railroad.

Educational Facilities

The City is served by the Republic R-III School District (the “**District**”), which is accredited by the Missouri Department of Elementary and Secondary Education (“**DESE**”). “Accredited” is the highest accreditation status given by DESE. The District is comprised of one high school, one middle school, five elementary schools and an early childhood center. The area is also served by Missouri State University and Ozarks Technical Community College (“**OTC**”), both located in Springfield, two private universities and three private colleges. OTC opened a new campus in the City in August 2020.

Recreational Activities

The City’s Parks & Recreation Department features numerous parks and facilities and provides a variety of recreational programs. The City has nine parks with over 285 acres of greenspace, trails, playgrounds, pavilions and other amenities. Facilities include a community center, an aquatic center, an athletic complex and an outdoor amphitheater. Recreational programming provides year-round recreational opportunities to residents, including seasonal athletic leagues and more than 20 special events.

Proceeds of the Bonds will be used to finance the costs of capital improvements to the City’s parks and recreational facilities. Approximately \$7,500,000 will be used to expand the aquatic center, and approximately \$1,700,000 will be used to construct a new community event space at J.R. Martin Park. The City will put any remaining proceeds towards the construction of a regional athletic complex to be developed as part of a new community park. See “**PLAN OF FINANCING – The Projects**” in the forepart of this Official Statement and “**DEBT STRUCTURE OF THE CITY – Future Debt Plans**” herein.

The City is only minutes away from some of the finest cultural and recreational facilities, dining, shopping and entertainment opportunities in the country, including Missouri’s entertainment capital, Branson, Missouri (30 miles south of the City). Several lakes in the area provide facilities such as fishing, camping and boating. Wilson’s Creek National Battlefield, the location of the first Civil War battle west of the Mississippi River, is just east of the City. A five-mile driving tour and trails allow complete access to the park.

Employment

The largest employers located within the City are as follows:

	<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
1.	Amazon	Distribution	1,750
2.	Republic R-III School District	Education	829
3.	Convoy of Hope World Headquarters	Non-Profit	600
4.	McLane Company	Industrial/Distribution	500
5.	Red Monkey Foods	Industrial/Distribution	350
6.	Walmart	Retail	330
7.	Heart of America Beverage	Industrial/Distribution	190
8.	The City	Government	171
9.	Lowe's	Retail	135
10.	Watson Metal Masters	Industrial/Distribution	99

Source: The City.

Unemployment. The following table sets forth the total labor force and number of employed and unemployed workers in the City and, for comparative purposes, the unemployment rates for the City, the County, the State of Missouri (the “**State**”) and the United States for 2017 through 2021:

<u>Year</u>	<u>City Labor Force</u>			<u>Unemployment Rates</u>			
	<u>Employed</u>	<u>Unemployed</u>	<u>Total</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2017	7,802	334	8,136	4.1%	3.1%	3.7%	4.4%
2018	7,946	284	8,230	3.5	2.5	3.2	3.9
2019	8,126	289	8,415	3.4	2.5	3.1	3.7
2020	7,906	561	8,467	6.6	5.3	6.1	8.1
2021	8,206	379	8,585	4.4	3.4	4.4	5.3

Source: Missouri Economic Research & Information Center; U.S. Department of Labor, Bureau of Labor Statistics.

Building Construction

The City has experienced steady growth in the industrial, commercial and residential markets.

A 1,289,210-square foot Amazon fulfillment center opened in August 2021. Nine commercial projects, aggregating more than 517,000 of new square footage, are now under construction or being planned within the City. The largest of these projects is a new, 250,000-square foot global headquarters for Convoy of Hope, a nonprofit organization that provides humanitarian and disaster relief around the world.

Two residential subdivisions were recently completed and 16 other subdivisions are currently under development, which are expected to collectively result in the addition of approximately 1,371 single-family homes and 364 multi-family units over the next five years. The City also has seven mixed-use developments with pending or approved applications. According to their development applications, those projects are expected to collectively result in the addition of approximately 209 single-family homes and 2,429 multi-family units and aggregate more than \$720 million in new investment.

The following table shows the number of single-family, residential building permits issued by the City in the each of the last five fiscal years:

	<u>Single-Family Residences</u>				
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Number of Permits	107	163	133	251	212

Source: The City.

Housing

Set forth below are the median values of owner-occupied housing units in the City, the County and the State:

	<u>Median House Value</u>
City	\$141,000
County	159,500
State	171,800

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Population

The historical populations of the City, the County and the State are set forth in the following table:

	<u>City</u>		<u>County</u>		<u>State</u>	
	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>
1980	4,485	N/A	185,302	N/A	4,916,686	N/A
1990	6,292	+40.3%	207,949	+12.2%	5,117,073	+4.18%
2000	8,438	+34.1	240,391	+15.6	5,595,211	+9.3
2010	14,751	+74.8	275,174	+14.5	5,988,927	+7.0
2020	18,750	+27.1	298,915	+8.6	6,154,913	+2.8

Source: U.S. Census Bureau Decennial Census.

The following table shows population distribution by age categories for the City, the County and the State:

<u>Age</u>	<u>City</u>	<u>County</u>	<u>State</u>
Under 5 years	1,892	17,238	367,132
5-19 years	3,978	54,686	1,185,941
20-24 years	723	30,337	400,642
25-44 years	6,361	77,306	1,577,435
45-64 years	2,975	68,712	1,576,548
65 and over	2,384	48,596	1,033,836
Median Age	33.3	36.3	38.8

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

More than 1,500 single-family homes and more than 2,750 multi-family units are currently under construction or being planned within the City. Based on those developments, the City's administration is projecting that the City's population will grow by 12,000-14,000 residents over the next five years.

Income

The following table presents certain income statistics for the City, the County, the State and the United States:

	<u>Median Family Income</u>	<u>Per Capita Income</u>
City	\$65,897	\$25,944
County	67,868	30,477
State	77,976	33,770
United States	85,028	37,638

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Per Capita Personal Income. The following table presents per capita personal income⁽¹⁾ for the County and the State for the years 2017 through 2021:

<u>Year</u>	<u>County</u>	<u>State</u>
2017	\$42,264	\$45,239
2018	43,478	47,085
2019	45,900	49,001
2020	48,134	52,108
2021	51,220	55,325

⁽¹⁾ "Per Capita Personal Income" is the annual total personal income of residents divided by the resident population as of July 1. "Personal Income" is the sum of net earnings by place of residence, rental income of persons, personal dividend income, personal interest income, and transfer payments. "Net Earnings" are earnings by place of work - the sum of wage and salary disbursements (payrolls), other labor income, and proprietors' income - less personal contributions for social insurance, plus an adjustment to convert earnings by place of work to a place of residence basis. Personal Income is measured before the deduction of personal income taxes and other personal taxes and is reported in current dollars (no adjustment is made for price changes).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

FINANCIAL INFORMATION CONCERNING THE CITY

Basis of Accounting

The financial statements of the City have been prepared in conformity with generally accepted accounting principles, as applied to governmental units. GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are measurable, collected and deposited to the proper bank account. Expenditures are generally recorded when a liability is paid, as under the cash basis method of accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded when payment is due.

Independent Audits and Financial Reports

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted governmental auditing standards. The City's audited financial statements for the fiscal year ended December 31, 2021 are included in this Official Statement as **Appendix B**. Copies of prior fiscal years' audits and financial reports are on file in the office of the City Clerk and are available for review.

Budgeting Process

The City Administrator prepares an annual budget for the ensuing fiscal year. The budget is based upon information provided by the various City departments and employees. After a proposed budget is prepared, it is submitted to the Mayor and City Council for review. Following published notice and a public hearing, the City Council may adopt the budget with or without amendment.

Pursuant to the City's charter, the annual budget must present a complete financial plan for the ensuing fiscal year and must include at least the following information:

- (1) A budget message describing the important features of the budget and major changes from the preceding year;
- (2) Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, and source;
- (3) Proposed expenditures for each department, office, commission, and other classifications for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity and object;
- (4) The amount required for the payment of interest, amortization, and redemption charges on debt of the City; and
- (5) A general budget summary.

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The General Fund

In accordance with established accounting procedures of governmental units, the City records its financial transactions under various funds. The largest is the General Fund, from which all general operating expenses are paid and to which taxes and all other revenues not specifically allocated by law or contractual agreement to other funds are deposited. The following table sets forth the revenues, expenditures and fund balances for the City's General Fund for the fiscal years shown:

GENERAL FUND SUMMARY OF OPERATIONS

	<u>Fiscal Years ended December 31,</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
REVENUES			
Taxes ⁽¹⁾	\$5,434,888	\$5,851,219	\$ 6,538,977
Licenses and permits	289,148	384,305	462,033
Intergovernmental revenues	10,363	36,372	5,360
Charges for services	18,203	21,360	41,871
Fines and forfeitures	172,258	135,032	176,890
Miscellaneous	<u>261,460</u>	<u>89,431</u>	<u>145,965</u>
Total Revenues	\$6,186,320	\$6,517,719	\$ 7,371,096
EXPENDITURES			
Administrative ⁽²⁾	\$2,018,741	\$2,037,874	\$ 4,987,837 ⁽³⁾
Municipal court	116,125	119,680	156,169
Economic development	529,633	486,462	556,149
Police	1,902,995	1,872,531	2,098,863
Fire	1,500,184	1,546,623	1,643,815
Animal control	105,644	113,495	165,696
Debt service ⁽⁴⁾ :	<u>289,354</u>	<u>-</u>	<u>-</u>
Total Expenditures	\$6,462,676	\$6,176,665	\$ 9,608,529
EXCESS OF REVENUES OVER (UNDER)			
EXPENDITURES	\$ (276,356)	\$ 341,054	\$(2,237,433)
OTHER FINANCING SOURCES (USES)			
Capital lease proceeds	-	-	\$ 2,000,000 ⁽⁵⁾
Transfers from other funds	\$1,556,843	\$1,555,308	1,801,674
Transfers to other funds	(757,657)	(1,338,498)	(943,320)
EXCESS OF REVENUES AND OTHER SOURCES OVER			
(UNDER) EXPENDITURES AND OTHER USES	\$ 522,830	\$ 557,864	\$ 620,921
FUND BALANCE – BEGINNING	<u>\$4,388,384</u>	<u>\$4,911,214</u>	<u>\$ 5,469,078</u>
FUND BALANCE – END	<u>\$4,911,214</u>	<u>\$5,469,078</u>	<u>\$ 6,089,999⁽⁶⁾</u>

(1) Includes revenues derived from the property tax, railroad and utility tax, motor vehicle tax, sales tax, franchise tax, financial institution tax, surtax and payments in lieu of tax.

(2) Includes administrative, information technology and human resources expenditures.

(3) In September 2021, the City entered into a \$2,000,000 capital lease, the proceeds of which, together with \$352,778 of cash on hand, financed the acquisition of 136 acres of land to be used by the Parks & Recreation Department.

(4) Represents a portion of the debt service payable on a capital lease and the Series 2007 Certificates (defined herein).

(5) Proceeds of the capital lease were used to purchase 136 acres of park property.

(6) Subsequent to the issuance of the final audit, the City's auditors prepared an audit adjustment to correct the balance of pending accounts payable as of December 31, 2021. The adjustment resulted in an ending fund balance of \$6,088,712.

Source: City's Audited Financial Statements for fiscal years ended December 31, 2019 through 2021.

2022 Unaudited Results and 2023 Budget

For the fiscal year ended December 31, 2022, the City budgeted a surplus of approximately \$418,000 for the General Fund. Based on unaudited results, the City expects to realize a surplus of \$2,847,519, which reflects revenues and expenditures of \$16,583,643 and \$13,736,124, respectively. Approximately 34% (or \$959,695) of the surplus was created by increased revenues and decreased expenditures within the Police and Fire Departments. These excess funds have been placed in reserve accounts and will be used for public safety initiatives. Those initiatives may include acquiring land upon which a new fire station or police substation will be located, completing the preliminary design, engineering and architectural work associated with the new fire station or police substation, and/or hiring personnel to staff the new fire station or police substation and paying associated salaries and benefits.

For the fiscal year ending December 31, 2023, the City has budgeted revenues, including a \$50,000 transfer from reserves, to exceed expenditures by \$502,113, resulting in a projected balance of \$9,438,344 for the General Fund.

Revenues deposited to the General Fund in 2023 are expected to come from the following sources:

<u>Source</u>	<u>Percentage of Total Revenues</u>
Taxes ⁽¹⁾	79.37%
Licenses and permits	2.45
Intergovernmental revenues	0.00
Charges for services	2.60
Fines and forfeitures	1.06
Miscellaneous	<u>14.52</u>
Total	<u>100.00%</u>

⁽¹⁾ Includes a portion of the proceeds of the City's 1-cent general sales tax to be transferred into the General Fund.
Source: City's Budget for fiscal year ending December 31, 2023.

DEBT STRUCTURE OF THE CITY

Debt Ratios and Related Information

Estimated Population:	18,750
Assessed Valuation (2022):	\$356,537,177
Estimated Actual Value (2022):	\$1,507,712,680
Direct General Obligation Debt:	\$0
Overlapping General Obligation Debt:	\$25,202,452
Direct and Overlapping General Obligation Debt:	\$25,202,452
Per Capita Direct and Overlapping General Obligation Debt:	\$1,344.13
Ratio of Direct and Overlapping General Obligation Debt to Assessed Valuation:	7.07%
Ratio of Direct and Overlapping General Obligation Debt to Estimated Actual Value:	1.67%

General Obligation Indebtedness

General Obligation Bonds Payable. The City has no outstanding general obligation indebtedness.

Computation of Legal Debt Margin. Article VI, Sections 26(b) and 26(c) of the Missouri Constitution limit the net outstanding amount of authorized general obligation bonds for a city to 10% of the assessed

valuation of the city. Additionally, Article VI, Sections 26(d) and 26(e) provide that a city may, with the required voter approval, issue general obligation bonds in an amount not to exceed an additional 10% of the city's assessed valuation for the purpose of acquiring rights-of-way; constructing, extending and improving streets and avenues; constructing, extending and improving sanitary or storm sewer systems; or purchasing or constructing waterworks or electric light plants; provided that the total general obligation indebtedness of the city does not exceed 20% of the assessed valuation. The legal debt margin of the City based upon the 2022 assessed valuation is calculated as follows:

Constitutional Debt Limit (20% of Assessed Valuation)	\$71,307,435.40
Less Total General Obligation Indebtedness	<u>0.00</u>
Legal Debt Margin	<u>\$71,307,435.40</u>

Overlapping General Obligation Indebtedness

The following table sets forth the general obligation indebtedness of political subdivisions with boundaries overlapping the City as of February 1, 2023 and the percent attributable (on the basis of assessed valuation) to the City. The table was compiled from information furnished by the jurisdictions responsible for the debt, and the City has not independently verified the accuracy or completeness of such information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Taxing Jurisdiction</u>	<u>Outstanding General Obligation Indebtedness⁽¹⁾</u>	<u>Percent Applicable to City</u>	<u>Amount Applicable to City</u>
Republic R-III School District	\$ 45,918,000	54.84%	\$25,181,431
Willard R-II School District	70,070,000	0.03	21,021
Ozarks Technical Community College	0	3.41	0
Christian County, Missouri	0	0.26	0
Greene County, Missouri	0	4.94	0
Springfield-Greene County Library District	0	4.94	0
Christian County Library District	<u>0</u>	<u>0.26</u>	<u>0</u>
TOTAL	<u>\$115,988,000</u>		<u>\$25,202,452</u>

⁽¹⁾ Excludes neighborhood improvement district general obligation bonds, which are paid first from available special assessments.

Source: Greene County Clerk's Office; Christian County Clerk's Office; State Auditor of Missouri – Bond Registration Reports; Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

Revenue Bonds Payable

The City has no outstanding revenue bonds.

Capital Lease Obligations

The City has adopted a policy of acquiring certain fixed assets through the use of annually-renewable lease purchase agreements. Lease obligations that take on elements of ownership are treated as capital leases in the City's financial records. All of the City's lease obligations are subject to annual appropriation by the City Council. For additional information relating to capital leases and other long-term obligations of the City, see **Note 5** to the City's financial statements included in **Appendix B** to this Official Statement.

Other Long-Term Obligations

In March 2007, the City issued not to exceed \$1,800,000 aggregate principal amount of Certificates of Participation (City of Republic, Missouri, Lessee), Series 2007 (the “**Series 2007 Certificates**”), to construct a fire station. As of December 31, 2022, the Series 2007 Certificates were outstanding in the principal amount of \$900,832. The City makes rental payments attributable to the Series 2007 Certificates from the General Fund and other available funds of the City.

In October 2017, the City issued \$4,080,000 principal amount of Special Obligation Refunding Bonds, Series 2017 (the “**Series 2017 Bonds**”), to refund certain outstanding special obligation bonds of the City. As of December 31, 2022, the Series 2017 Bonds were outstanding in the principal amount of \$465,000. The City makes debt service payments on the Series 2017 Bonds from revenues from (1) the City’s 1/4-cent local park improvement sales tax and (2) the City’s one-cent general sales tax.

In February 2022, the City issued \$45,445,000 principal amount of Special Obligation Bonds, Series 2022 (the “**Series 2022 Bonds**”), to finance improvements to the City’s sewerage system (the “**Sewerage System Project**”) and the construction of a new public works facility (the “**Public Works Project**”). As of December 31, 2022, all of the Series 2022 Bonds were still outstanding. The City intends to make debt service payments on the Series 2022 Bonds using surplus revenues (1) from the City’s sewerage system for those Series 2022 Bonds allocated to the Sewerage System Project and (2) from the street, water and wastewater funds for those Series 2022 Bonds allocated to the Public Works Project.

On April 19, 2022, the City Council authorized the City Administrator to enter into a direct loan with the Missouri Transportation Finance Commission in the amount of \$4,200,000. Proceeds of the loan, together with \$6,000,000 contributed by the State, will be used to finance improvements to Missouri Route MM. The City has received commitments of \$2,296,000 of Surface Transportation Block Grant funds and \$1,500,000 of County funds for repayment of a portion of the loan; consequently, the City’s share of the loan repayment is \$404,000 plus interest. The City intends to pay its share from its transportation sales tax, which generates approximately \$1,800,000 annually.

History of Debt Payment

The City has never defaulted on any indebtedness.

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Debt Service Requirements

The following table sets forth the annual debt service requirements for the City's special obligation bonds, including the Series 2017 Bonds, the Series 2022 Bonds and the Bonds.

<u>Fiscal Year</u>	<u>Series 2017 Bonds</u>	<u>Series 2022 Bonds</u>	<u>The Bonds</u>			<u>Total Debt Service</u>
			<u>Principal*</u>	<u>Interest</u>	<u>Total</u>	
2023	\$142,000	\$ 2,874,700		\$	\$	\$
2024	143,025	2,875,100	\$ 290,000			
2025	203,000	2,878,400	80,000			
2026	-	2,879,500	110,000			
2027	-	2,878,400	145,000			
2028	-	2,875,100	180,000			
2029	-	2,879,400	220,000			
2030	-	2,876,200	260,000			
2031	-	2,880,400	305,000			
2032	-	2,876,900	350,000			
2033	-	2,880,600	400,000			
2034	-	2,876,400	455,000			
2035	-	2,879,200	510,000			
2036	-	2,878,800	570,000			
2037	-	2,875,200	635,000			
2038	-	2,437,200	705,000			
2039	-	2,435,000	775,000			
2040	-	2,439,800	845,000			
2041	-	2,441,400	920,000			
2042	-	2,435,425	995,000			
2043	-	2,437,500	645,000			
2044	-	2,437,625	-			
2045	-	2,435,800	-			
2046	-	2,436,950	-			
2047	-	2,436,000	-			
Total	<u>\$488,025</u>	<u>\$67,537,000</u>	<u>\$9,395,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Future Debt Plans

The City's long-term capital plan includes construction of a large community park featuring a regional athletic complex. The City expects to complete this project in multiple phases. The scope of the first phase includes five baseball/softball fields, four soccer/multi-purpose fields, 12 outdoor pickleball courts, a large entry pavilion, support facilities and a detention/retention pond. The first phase of the project is estimated to cost upwards of \$14,000,000. If any Bond proceeds remain after completion of the aquatic center expansion and the new community event space, the City will use such proceeds to pay a portion of these project costs. The City also intends to issue approximately \$8,000,000 - \$11,000,000 of special obligation bonds to pay the majority of these project costs. The City intends to pay the balance of the project costs with revenues generated from the City's 1/4-cent local park improvement sales tax and its share of the County's 1/4-cent capital improvement sales tax, which may be used for park improvement purposes.

* Preliminary; subject to change.

The City projects its population will grow by approximately 44% over the next seven years. To serve the increased population, the City's consulting engineers have recommended a substantial increase in the capacity of the City's sewerage system. The expansion project is estimated to cost upwards of \$120,000,000. The City has already received more than \$28,000,000 in American Rescue Plan Act funding and has requested additional funding through the State of Missouri. Depending on the outcome of that appropriation request, the City may need to issue special obligation bonds in a principal amount of \$15,000,000 - \$25,000,000.

While the City's capital plan contemplates the construction of a new City Hall and fire station, there are no established timetables or funding mechanisms for these projects.

TAX INFORMATION

Property Valuations

Assessment Procedure. All taxable, real and personal property within the City is assessed annually by the respective County Assessor. State law requires that personal property be assessed at 33-1/3% of true value (except for a few subclasses of minimal value that are assessed at a lower percentage) and that real property be assessed at the following percentages of true value:

Residential real property.....	19%
Agricultural and horticultural real property.....	12%
Utility, industrial, commercial, railroad and all other real property	32%

On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

Each County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the respective County Board of Equalization. Each County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax roll.

Current Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property, including state and locally assessed railroad and utility property, situated in the City according to the assessment as of January 1, 2022, as adjusted by the Board of Equalization:

<u>Category</u>	<u>Assessment</u>	<u>Assessment Rate</u>	<u>Estimated Actual Valuation</u>
Real estate:			
Residential	\$187,352,150	19%	\$ 986,063,947
Commercial ⁽¹⁾	89,744,198	32%	280,450,619
Agricultural	539,180	12%	4,493,167
Sub-Total	\$277,635,528		\$1,271,007,733
Personal property ⁽¹⁾ :	\$ 78,901,649	33-1/3% ⁽²⁾	\$ 236,704,947
TOTAL	\$356,537,177		\$1,507,712,680

⁽¹⁾ Includes state and locally assessed railroad and utility property.

Footnotes continued from prior page:

(2) Assumes all personal property is assessed at 33-1/3%; because certain subclasses of tangible personal property are assessed at less than 33-1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See “**Assessment Procedure**” above.

Source: Greene County Clerk’s Office; Christian County Clerk’s Office.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City, including state and locally assessed railroad and utility property, according to the assessments of January 1 in each of the following years, as finally adjusted and equalized, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2018	\$234,344,471	NA
2019	262,887,627	+12.18%
2020	259,685,797	-1.22
2021	279,160,572	+7.50
2022	356,537,177	+27.72

Source: City’s Audited Financial Statements for fiscal years ended December 31, 2018 through 2021; Greene County Clerk’s Office; Christian County Clerk’s Office.

Property Tax Levies and Collections

Property taxes are levied and collected for the City by Greene and Christian Counties, for which each County receives a collection fee. Greene County receives a collection fee of 3% of gross tax collections made, and Christian County receives a collection fee of 4% of gross tax collections made.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year, including an estimate of the amount of money required to be raised from property taxes and the tax levy rates required to produce such amounts. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City’s debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by each County Clerk. If the assessed valuation of property in the City has increased by 10% or more over the prior year’s valuation by action other than a general reassessment, the rates of levy must be reduced to the extent necessary to produce substantially the same amount of tax revenues as estimated in the City’s budget. The City must fix its ad valorem property tax rates and certify them to each County Clerk not later than September 1 for entry in the tax books.

Each County Clerk receives the county tax books from the respective County Assessor, which set forth the assessments of real and personal property. Each County Clerk enters the tax rates certified by the City in the tax books and assesses such rates against all taxable property in the City as shown in such books. Each County Clerk forwards the tax books by October 31 to the respective County Collector, who is charged with levying and collecting taxes as shown therein. Each County Collector extends the taxes on the tax rolls and issues the tax statements in early December. Taxes are due by December 31 and become delinquent if not paid to the respective County Collector by that time. All tracts of land and City lots on which delinquent taxes are due are charged with a penalty of 18% of each year’s delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

Each County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the City receives the bulk of its moneys from local property taxes in the months of December, January and February.

History of Tax Levies

The following table shows the City's tax levies (per \$100 of assessed valuation) for 2018 through 2022:

<u>Year</u>	<u>General Fund</u>	<u>Park Fund</u>	<u>Street Fund</u>	<u>Total Levy</u>
2018	\$0.4408	\$0.1188	\$0.0678	\$0.6274
2019	0.4119	0.1110	0.0634	0.5863
2020	0.4119	0.1110	0.0634	0.5863
2021	0.4095	0.1104	0.0630	0.5829
2022	0.4326	0.1166	0.0666	0.6158

Source: City's Audited Financial Statements for fiscal years ended December 31, 2018 through 2021; the City.

Tax Collection Record

The following table sets forth tax collection information for that portion of the City within the County (approximately 98.5%) for the fiscal years shown:

<u>Fiscal Year Ended December 31</u>	<u>Assessed Valuation⁽¹⁾</u>	<u>Total Taxes Levied</u>	<u>Current and Delinquent Taxes Amount Collected</u>	<u>% of Total Taxes Levied⁽²⁾</u>
2019	\$217,734,252	\$1,221,725.97	\$1,230,774.89	100.74%
2020	215,008,172	1,273,647.75	1,167,239.59	91.65
2021	243,529,190	1,385,016.14	1,423,556.93	102.78

⁽¹⁾ Excludes assessed valuation for personal property, as the City does not levy a tax on personal property.

⁽²⁾ Delinquent taxes are shown in the year payment is actually received, which may cause the percentage of current and delinquent taxes collected to exceed 100%.

Source: Greene County Collector's Office.

Tax Delinquencies

All real estate upon which taxes remain unpaid on the first day of January, annually, are delinquent, and the City is empowered to enforce the lien of the taxing jurisdictions thereon. Whenever the City is unable to collect any taxes on the tax roll, having diligently endeavored and used all lawful means to do so, it is required to compile lists of delinquent tax bills. All lands and lots on which taxes are delinquent and unpaid are subject to suit to collect delinquent tax bills or suit for foreclosure of the tax liens. Upon receiving a judgment, the Sheriff must advertise the sale of the land, fixing the date of sale within 30 days after the first publication of the notice. Delinquent taxes, with penalty, interest and costs, may be paid to the City at any time before the property is sold. No action for recovery of delinquent taxes is valid unless initial proceedings therefor are commenced within three years after delinquency of such taxes.

Major Property Taxpayers

The following table sets forth the 10 largest real estate property taxpayers in the City for 2022:

<u>Taxpayer</u>	<u>Type of Business</u>	<u>Assessed Valuation</u>	<u>% of Total Assessed Value</u>
1. McLane/Midwest Inc.	Distribution/Warehouse	\$ 4,633,730	1.60%
2. Wal-Mart Real Estate Business Trust	Retail	2,479,710	0.86
3. Peyton Paisley MO LLC	Retail/Distribution	2,383,360	0.83
4. Lowe's Home Centers, Inc.	Retail	2,164,570	0.75
5. Spire Missouri Inc	Utilities	2,039,040	0.71
6. CJP LLC	Warehouse	1,786,000	0.62
7. O'Reilly-Wooten, 2001 LLP	Apartments	1,785,980	0.62
8. Red Monkey Foods Property Holdings, LLC	Retail/Warehouse	1,456,730	0.50
9. Republic Distribution LLC	Warehouse	1,218,810	0.42
10. Old Stone Phase III LLC	Apartments	<u>1,178,400</u>	<u>0.41</u>
Total		<u>\$21,126,330</u>	<u>7.32%</u>

Source: Greene County Assessor's Office; Christian County Assessor's Office.

Sales Tax Information

Public Safety Sales Tax. On August 3, 2021, voters in the City approved a 3/4-cent public safety sales tax (the "**Public Safety Sales Tax**"). The Public Safety Sales Tax became effective on January 1, 2022 and will sunset in 25 years. Revenue generated from this tax is used exclusively by the Police and Fire Departments to provide funding to support additional staff, competitive pay adjustments and retirement benefit improvements.

Capital Improvement Sales Taxes. In 1990, City voters authorized the collection of a 1/4-cent capital improvement sales tax (the "**Park Improvements Sales Tax**") to fund the construction of a Senior Friendship Center and Civic Center. The sales tax was to expire on October 1, 2004. In 2002, voters approved the extension of the sales tax through September 30, 2024, for the purpose of funding local park improvements. In 2022, voters further extended the sales tax through September 30, 2049. The City intends to annually budget and appropriate funds generated by the Park Improvements Sales Tax to pay debt service on the Bonds.

Voters in the City approved an additional 1/4-cent capital improvement sales tax on August 8, 2017, which will sunset in 10 years. Revenue generated from this tax can be used to fund capital improvement projects.

The two 1/4-cent capital improvement sales taxes produced the following revenues in each of the fiscal years shown:

<u>Capital Improvement Sales Tax Revenues</u>		
<u>Year</u>	<u>Park Improvements</u>	<u>Capital Improvements</u>
2019	\$685,531	\$685,531
2020	765,271	765,271
2021	939,893	939,893

Source: The City.

Local Park Improvement Sales Tax. In 2003, City voters authorized the collection of a 1/4-cent local park improvement sales tax through March 31, 2024, for the purpose of funding local park improvements, including but not limited to the construction of an aquatic facility. In 2022, voters approved the extension of the sales tax through March 31, 2049.

The 1/4-cent local park improvement sales tax went into effect in April 2004 and produced the following revenues in each of the fiscal years shown:

<u>Year</u>	<u>Local Park Improvement Sales Tax Revenues</u>
2019	\$685,056
2020	765,271
2021	939,893

Source: The City.

One-Cent General Sales Tax. The City's one-cent general sales tax produced the following revenues in each of the fiscal years shown:

<u>Year</u>	<u>General Sales Tax Revenues</u>
2019	\$2,740,232
2020	3,061,080
2021	4,403,333

Source: The City.

Greene County 1/4-Cent Capital Improvement Sales Tax. The County currently imposes a 1/4-cent capital improvement sales tax for park improvement purposes. Pursuant to an intergovernmental agreement between the City and the County, the County will (subject to annual appropriation) pay to the City and other designated municipalities tax revenues based on their respective populations. The County's 1/4-cent capital improvement sales tax for park improvement purposes produced the following revenues for the City in each of the fiscal years shown:

<u>Year</u>	<u>County Capital Improvement Sales Tax Revenues</u>
2019	\$659,487
2020	740,027
2021	862,331

Source: The City.

Greene County Law Enforcement Sales Tax. The City currently receives revenues from the County's 1/4-cent law enforcement sales tax approved in 1998. Pursuant to an intergovernmental agreement, the County retains a portion of the collections to pay for County law enforcement communications and a jail facility, and the remaining proceeds are distributed (subject to annual appropriation) to the City and other designated municipalities within the County. The County's 1/4-cent law enforcement sales tax produced the following revenues for the City in each of the fiscal years shown:

<u>Year</u>	<u>County Law Enforcement Sales Tax Revenues</u>
2019	\$463,365
2020	494,718
2021	592,359

Source: The City.

Other Sales Taxes. The City collects a 1/2-cent transportation sales tax that does not sunset. Revenue generated from this tax can only be used to fund expenditures associated with transportation. The City collects a 1/8-cent fire sales tax which was approved in April 2013 for a period of 15 years. Revenue generated from this tax can only be used to fund the operation of the City's fire department.

* * *

BOND PURCHASE AGREEMENT

relating to

\$ _____
**CITY OF REPUBLIC, MISSOURI
 SPECIAL OBLIGATION BONDS
 SERIES 2023**

March 7, 2023

City of Republic, Missouri
 204 North Main Street
 Republic, Missouri 65738

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Republic, Missouri (the “**City**”), a body corporate and politic and political subdivision of the State of Missouri, \$ _____ aggregate principal amount of Special Obligation Bonds, Series 2023 (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) passed by the City Council and approved by the Mayor of the City on March 7, 2023. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Missouri, its Charter and the Bond Ordinance. The Bonds are being issued for the purpose of providing funds to finance the costs of capital improvements to the City’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space and pay the costs of issuing the Bonds.

The Bonds shall constitute special obligations of the City payable as to both principal and interest payable solely from the revenues derived from annual appropriations by the City Council.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 10:00 p.m. (central time) on the date hereof. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Continuing Disclosure Undertaking of the City dated as of March 1, 2023 (the “**Undertaking**”), the Federal Tax Certificate of the City dated March __, 2023 (the “**Federal Tax Certificate**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the

same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net] original issue premium of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (a) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (b) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (c) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (d) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than those set forth in **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (a) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (b) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter's representations in the Underwriter's Receipt for Bonds and Closing Certificate, the form of which is attached hereto as **Exhibit A**, relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City and Bond Counsel (as defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report

to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this **Section 3**, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. **Preliminary Official Statement and Official Statement.** The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated February [28], 2023 (which, together with the cover page and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. **City’s Representations and Warranties.** The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a body corporate and politic and political subdivision of the State of Missouri (the “**State**”) created and existing under the laws of the State with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State, including particularly its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents, and (iii) to pledge to the owners of the Bonds the funds appropriated for the payment thereof by the City and deposited in the Debt Service Fund established pursuant to the Bond Ordinance.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of all of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (A) any applicable law, administrative regulation, judgment or decree or (B) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (1) under the terms of any such law, administrative regulation, judgment or decree or (2) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required. The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are, as of their respective dates and at the Closing shall be, true and correct and do not, with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing

shall not, omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, the approval of the use of the Official Statement, and the pledge of the funds deposited in the Debt Service Fund established pursuant to the Bond Ordinance to the owners of the Bonds do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as **Appendix B** to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements have been prepared in accordance with the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. The City has not since December 31, 2021 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since December 31, 2021, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this **Section 5**, at the time of such supplement or amendment

thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this **Section 5**, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Undertaking, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise set forth in the Preliminary Official Statement, the City has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure agreement or undertaking.

6. Closing. Prior to or at 12:00 noon, St. Louis, Missouri time, on March **[23]**, 2023 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by UMB Bank, N.A., Kansas City, Missouri, as paying agent for the Bonds (the “**Paying Agent**”), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price set forth in **Section 1**. Such payment and delivery is referred to herein as the “**Closing**.”

Payment and delivery of the Bonds as aforesaid shall be made in St. Louis, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Bond Ordinance as definitive Bonds in fully-registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully-registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC or delivered to the Paying Agent for “FAST” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a "**Termination Event**"):

(a) The market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance or any other Transaction Document, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating on any bonds or other obligations of the City is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since December 31, 2021, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the City Council of the City or officers, or (v) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** of this Bond Purchase Agreement.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Bond Ordinance and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., St. Louis, Missouri (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby, and (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** of this Bond Purchase Agreement.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds and the supplemental and disclosure opinions of Bond Counsel, in forms acceptable to the City and the Underwriter.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the information in the Preliminary Official Statement and the Official Statement is accurate and not materially deficient and neither contains an untrue statement of a material fact nor omits to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading, (C) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (D) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (E) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof.

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Federal Tax Certificate, duly executed by the City.

- (vi) The Undertaking, duly executed by the City.
- (vii) A letter from S&P Global Ratings, a division of S&P Global, Inc., assigning a rating of “_____” to the Bonds based on the creditworthiness of the City.
- (viii) A receipt of the City for the purchase price of the Bonds.
- (ix) An Information Return for Tax-Exempt Governmental Obligations (IRS Form 8038-G), executed by a duly authorized officer of the City.
- (x) A copy of the DTC Blanket Letter of Representations.
- (xi) The opinion of the Underwriter’s counsel, dated the date of Closing, addressed to the Underwriter, in form acceptable to the Underwriter.
- (xii) Other certificates listed on a closing agenda to be approved by Bond Counsel and the Underwriter, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinions referred to in **Section 8(b)(i)** of this Bond Purchase Agreement.
- (xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City’s obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (c) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Paying Agent, Bond Counsel, the Underwriter’s counsel, and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City’s accountants, if any, in connection

with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds, if the Bonds are sold to the Underwriter by the City.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the date of Closing, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third-Party Beneficiaries. The City agrees that the Underwriter is and shall be a third-party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
One Financial Plaza
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attention: Public Finance Department

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Bond Purchase Agreement.

19. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

20. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Underwriter hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

(Remainder of this page intentionally left blank)

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Name: Martin Ghafoori
Title: Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF REPUBLIC, MISSOURI

By: _____
Name: Matt Russell
Title: Mayor

**SCHEDULE I
TO BOND PURCHASE AGREEMENT**

**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023**

**10% TEST APPLIES
(MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

Year (<u>May 1</u>)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Price</u>
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**HOLD-THE-OFFERING-PRICE RULE APPLIES
(MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

[] None [] [] insert list of applicable maturities []

**EXHIBIT A
TO BOND PURCHASE AGREEMENT**

FORM OF UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$ _____
**CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Republic, Missouri (the “Issuer”), certifies and represents as follows:

1. Bond Purchase Agreement. The Original Purchaser and the Issuer have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated March 7, 2023 (the “Sale Date”), providing for the purchase of the Bonds by the Original Purchaser from the Issuer.

2. Compliance with Bond Purchase Agreement. We acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under said Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

3. Receipt for Bonds. We further acknowledge receipt on this date of the Bonds, consisting of fully-registered Bonds numbered from R-1 consecutively upward in authorized denominations of \$5,000 or integral multiples thereof. Each of said Bonds has been signed by the manual or facsimile signature of the Mayor of the Issuer and attested by the manual or facsimile signature of the City Clerk of the Issuer, with the Issuer’s official seal affixed thereon, and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

4. Issue Price. For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

“Initial Offering Price” means the price listed in **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

(i) Attached as **Attachment A** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

(ii) As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

(iii) As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

(iv) ☐ As of the Effective Time, there were no Undersold Maturities. ☐ For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

(v) Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in (iv) above. ☐

Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Purchase Agreement.

We express no view regarding the legal sufficiency of any computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

This Certificate may be executed in counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

DATED: March 23, 2023

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Managing Director

By: _____
Managing Director – Municipal Syndicate

SCHEDULE A

CITY OF REPUBLIC, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2023

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
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ATTACHMENT A

Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

CONTINUING DISCLOSURE UNDERTAKING

Dated as of March 1, 2023

by the

CITY OF REPUBLIC, MISSOURI

**\$[*Principal Amount*]
Special Obligation Bonds
Series 2023**

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of March 1, 2023 (this “**Undertaking**”), is executed and delivered by the **CITY OF REPUBLIC, MISSOURI** (the “**Issuer**”).

RECITALS

1. This Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$[***Principal Amount**]* **Special Obligation Bonds, Series 2023** (the “**Bonds**”), pursuant to an ordinance adopted by the governing body of the Issuer on March 7, 2023 (the “**Ordinance**”).

2. The Issuer is entering into this Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The Issuer is the only “**obligated person**” (as defined by the Rule) with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

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

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2**.

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

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Undertaking and which has filed with the Issuer a written acceptance of such designation.

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

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

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

“Material Events” means any of the events listed in **Section 3**.

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

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The Issuer shall, not later than **180** days after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ended December 31, 2022, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

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

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

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

Section 3. Reporting of Material Events. Not later than **10 Business Days** after the occurrence of any of the following events, the Issuer shall give, or cause to be given, to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“**Material Events**”):

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (g) modifications to rights of bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer (which shall be deemed to occur as provided in the Rule);
- (m) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (o) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (p) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

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

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Undertaking are assumed in full by some other entity, such entity shall be responsible for compliance with this Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such assumption occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such assumption in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Undertaking.

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

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

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

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

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

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

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed as of the day and year first above written.

CITY OF REPUBLIC, MISSOURI

By: _____
Matt Russell, Mayor

**EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the tables in the following-described sections of Appendix A to the final Official Statement relating to the Bonds (but only to the extent not otherwise provided under Section 2(a)(1) above):

- (a) **“TAX INFORMATION – Property Valuations – *Current Assessed Valuation*;”**
- (b) **“TAX INFORMATION – Property Valuations – *History of Property Valuations*;”**
- (c) **“TAX INFORMATION – Tax Collection Record;”**
- (d) **“TAX INFORMATION – Major Property Taxpayers;”** and
- (e) **“TAX INFORMATION – Sales Tax Information.”**

FEDERAL TAX CERTIFICATE

Dated March 23, 2023

OF THE
CITY OF REPUBLIC, MISSOURI

\$[*Principal Amount*]
Special Obligation Bonds
Series 2023

FEDERAL TAX CERTIFICATE

TABLE OF CONTENTS

	<u>Page</u>
Parties and Recitals.....	1
<u>ARTICLE I</u>	
DEFINITIONS	
Section 1.1. Definitions of Words and Terms	1
<u>ARTICLE II</u>	
GENERAL REPRESENTATIONS AND COVENANTS	
Section 2.1. Representations and Covenants of the Issuer	6
Section 2.2. Survival of Representations and Covenants	9
<u>ARTICLE III</u>	
ARBITRAGE CERTIFICATIONS AND COVENANTS	
Section 3.1. General	9
Section 3.2. Reasonable Expectations	9
Section 3.3. Purposes of the Financing.....	9
Section 3.4. Funds and Accounts	9
Section 3.5. Amount and Use of Bond Proceeds.....	9
Section 3.6. [Reserved.].....	10
Section 3.7. No Refunding	10
Section 3.8. Project Completion	10
Section 3.9. Sinking Funds	10
Section 3.10. Reserve, Replacement and Pledged Funds	10
Section 3.11. Purpose Investment Yield.....	10
Section 3.12. Issue Price and Yield on the Bonds	11
Section 3.13. Miscellaneous Arbitrage Matters.....	11
Section 3.14. Conclusion	11
<u>ARTICLE IV</u>	
POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES	
Section 4.1. General	11
Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility	12
Section 4.3. Temporary Periods/Yield Restriction	12
Section 4.4. Procedures for Establishing Fair Market Value.....	13
Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement	15
Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.....	17
Section 4.7. Successor Rebate Analyst.....	18

Section 4.8.	Filing Requirements	18
Section 4.9.	Survival after Defeasance	18

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1.	Term of Tax Certificate	18
Section 5.2.	Amendments	18
Section 5.3.	Opinion of Bond Counsel	18
Section 5.4.	Reliance	18
Section 5.5.	Severability	19
Section 5.6.	Benefit of Agreement	19
Section 5.7.	Default, Breach and Enforcement	19
Section 5.8.	Execution in Counterparts	19
Section 5.9.	Governing Law	19
Section 5.10.	Electronic Transactions	19

Signatures	S-1
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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Copy of Resolution of Official Intent

Exhibit D – Description of Property Comprising the Project and Financed Facility and

List of Reimbursement Expenditures

Exhibit E – Sample Annual Compliance Checklist

Exhibit F – Sample Final Written Allocation

Exhibit G – Tax and Disclosure Compliance Procedure

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (this “Tax Certificate”) is executed March 23, 2023, by the **CITY OF REPUBLIC, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$[*Principal Amount*] principal amount of Special Obligation Bonds, Series 2023 (the “Bonds”), under an ordinance adopted on March 7, 2023 (the “Ordinance”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (collectively, the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Issuer adopted a Tax and Disclosure Compliance Procedure on January 3, 2017, as it may from time to time be amended (the “Compliance Procedure”), for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Compliance Procedure after the Issue Date, as further described in **Section 4.2** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (A) the second anniversary of the Issue Date or (B) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Issuer’s Finance Director or other person named in the Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending May 1, or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means the Issuer’s Tax and Disclosure Compliance Procedure, dated January 3, 2017, as it may from time to time be amended, attached as **Exhibit G**.

“Computation Date” means each date on which arbitrage rebate and yield reduction amounts for the Bonds are computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than five years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

- (c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects March 1, 2028, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures of the Bond proceeds prepared by the Bond Compliance Officer in accordance with the Compliance Procedure and **Section 4.2(b)**.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds as summarized on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Projects Fund.
- (2) Debt Service Fund.
- (3) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means March 23, 2023.

“Issuer” means the City of Republic, Missouri, and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary

governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means October 18, 2022, as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the Ordinance authorizing the issuance of the Bonds adopted by the City Council of the Issuer on March 7, 2023, as amended and supplemented in accordance with the provisions thereof.

“Post-Issuance Tax Requirements” means those requirements related to the use of Bond proceeds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property being acquired, developed, constructed, renovated and equipped by the Issuer using Bond proceeds and Qualified Equity, including capital improvements to the Issuer’s parks and recreational facilities, as further summarized on **Exhibit D**.

“Qualified Equity” means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of the net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Underwriter**” means Stifel, Nicolaus & Company, Incorporated, the original purchaser of the Bonds.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Bonds, and this Tax Certificate and to carry out its obligations under the Ordinance, the Bonds, and this Tax Certificate, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Covenants and Allocation of Proceeds to Project.*

(1) The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Issuer will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, (1) all of the Financed Facility is expected to be owned by the Issuer or another Qualified User, (2) no portion of the Financed Facility is expected to be used in a Non-Qualified Use, and (3) the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a Non-Qualified Use, or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the Issuer has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) *Leases and Similar Use Agreements.* As of the Issue Date, the Issuer has not entered into any leases or similar use agreements or arrangements with respect to any portion of the Project other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into any lease or similar use agreement or arrangement with respect to any portion of the Project other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel does not exceed the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Bond Proceeds.*

(1) The Issuer will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was placed in service.

(2) On the Official Intent Date, the governing body of the Issuer adopted a resolution stating the Issuer’s intent to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached as **Exhibit C**. \$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the Issuer prior to the Issue Date and will be shown on line 45 of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit D**. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the resolution was adopted unless the expenditure may be reimbursed for the reasons permitted under Regulations § 1.150-2(f) (for example, issuance costs, de minimis amounts, and preliminary expenditures). No reimbursement allocation will be made for an expenditure made more than three years before the date of the reimbursement allocation.

(j) *Registered Bonds.* The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligations.* The Issuer designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during calendar year 2023, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during calendar year 2023, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The individuals executing this Tax Certificate on behalf of the Issuer are officers of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued for the purpose of providing funds to pay (a) the costs of the Project and (b) the costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Ordinance:

- (a) Projects Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	\$[*Principal Amount*].00
Plus [*Net*] Original Issue Premium	
Less Underwriting Discount	()
Total Proceeds Received by Issuer	\$

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$_____ will be withheld by the Underwriter for the reimbursement of certain costs of issuance of the Bonds.

(2) Any accrued interest received from the sale of the Bonds will be deposited in the Debt Service Fund and used to pay interest on the Bonds.

(3) The remaining Bond proceeds (\$_____) will be deposited in the Projects Fund, of which \$_____ will be used to pay costs of issuance, \$_____ will be used to reimburse the Issuer for costs of the Financed Facility paid before the Issue Date and the balance (\$_____) will be used to pay costs of the Financed Facility.

Section 3.6. [Reserved.]

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The Issuer has incurred or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.9. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. These payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *No Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead have been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The Bond proceeds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on the Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to [*Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule")*]. Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel and shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Compliance Procedure. In the event of any inconsistency between the Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or state law.

Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer, and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Project at least annually in accordance with the Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice of Bond Counsel or as described in the Compliance Procedure to correct any deficiency.

(d) *Advice and Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Projects Fund and Amounts Held to Pay Costs of Issuance.* Bond proceeds deposited in the Projects Fund, including Bond proceeds held to pay costs of issuance of the Bonds, and Investment earnings on all such proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain after three years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance

with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and Yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Rebate Fund.* Money other than sale or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer retains the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The Issuer expects to earn approximately \$_____ in Investment earnings on Bond proceeds in the Projects Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and Yield reduction amounts (1) with respect to such portion that meets the 6-month spending exception, 18-month spending exception or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.6**.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or three years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

(a) *Rebate Fund.* The Issuer will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Certificate. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Issuer will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Bonds together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Issuer annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate and Yield reduction amounts were determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Issuer will pay to the United States the rebate and Yield reduction amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

Section 4.8. Filing Requirements. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Ordinance to the contrary, the obligation to pay arbitrage rebate and Yield reduction amounts to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of **Article IV** regarding payment of arbitrage rebate and Yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the bondholders, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering

its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Issuer and its respective successors and assigns and inures to the benefit of the owners of the Bonds. Nothing in this Tax Certificate, the Ordinance or the Bonds, express or implied, gives to any person, other than the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of the Issuer contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the bondholders pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received or stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Mayor and Finance Director of the Issuer, by their execution of this Tax Certificate, hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF REPUBLIC, MISSOURI

By: _____
Title: Mayor

By: _____
Title: Finance Director, as Bond Compliance Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

COPY OF RESOLUTION OF OFFICIAL INTENT

[See Ordinance No. _____ included in Tab No. 1 of the Transcript]

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING
THE PROJECT AND FINANCED FACILITY AND
LIST OF REIMBURSEMENT EXPENDITURES**

[See Attached Spreadsheet]

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing the Project:	[\$*Principal Amount*] Special Obligation Bonds, Series 2023
Issue Date of Bonds:	March 23, 2023
Placed in service date of Project:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project owned by the Issuer during the entire Annual Period? If “Yes,” skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased at any time pursuant to a lease or similar use agreement for more than 50 days? If “No,” skip to Item 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “Yes,” include a description of the advice in the Tax-Exempt Bond File.	
	If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Project (e.g., operations, maintenance, etc.) been assumed by or transferred to another entity? If “No,” skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement?</p> <p>If “Yes,” include a description of the advice in the Tax-Exempt Bond File.</p> <p>If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project? If “No,” skip to Item 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the agreement?</p> <p>If “Yes,” include a description of the advice in the Tax-Exempt Bond File.</p> <p>If “No,” contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If “No,” contact the Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**\$[*Principal Amount*]
City of Republic, Missouri
Special Obligation Bonds
Series 2023**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Republic, Missouri (the “Issuer”), and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make appropriate elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code of 1986, as amended (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the Project was Placed in Service (both as defined below), and no later than 60 days following the 5th anniversary of the Issue Date of the Bonds (as defined below).

Background. The Bonds were issued on March 23, 2023 (the “Issue Date”) pursuant to an ordinance adopted by the Issuer on March 7, 2023. The Bonds were issued to provide funds to (a) pay the costs of capital improvements to the Issuer’s parks and recreational facilities, including but not limited to the expansion of the aquatic center and the construction of a new community event space (the “Project”), and (b) pay the costs of issuing the Bonds. All Bond proceeds were deposited to the Projects Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. The costs of the Project were paid from sale proceeds of the Bonds, the earnings from the investment of sale proceeds of the Bonds, and other funds of the Issuer as shown on **Exhibit A**.

Identification of Financed Facility. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Federal Tax Certificate) are listed on page 1 of **Exhibit B**.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Issuer allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Exhibit B**. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount it had previously paid or incurred. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed in Service. The Project was Placed in Service on the date set out on **Exhibit B**. For this purpose, the Financed Facility is considered to be “Placed in Service” as of the date on which, based on all the facts and circumstances: (a) the constructing, extending, improving, equipping and furnishing of the Financed Facility has reached a degree of completion which would permit its operation at substantially its designed level, and (b) the Financed Facility is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF REPUBLIC, MISSOURI

By: _____
Name: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**EXHIBIT A
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

**EXHIBIT B
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES**

EXHIBIT G

TAX AND DISCLOSURE COMPLIANCE PROCEDURE



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

February 16, 2023

Mr. David Cameron
City Administrator
City of Republic, Missouri
204 North Main Avenue
Republic, Missouri 65738

Re: Post-Issuance Tax Compliance Services Proposal

Dear David:

Gilmore & Bell, P.C. is pleased to submit this post-issuance tax compliance services proposal to the City of Republic, Missouri (the “City”). In connection with the issuance of the City’s Special Obligation Bonds, Series 2023 (the “Bonds”), the City will covenant to comply with all federal tax laws to maintain the exemption of interest on the Bonds from federal income taxation. The purpose of this engagement is to provide tax compliance services to assist the City in meeting these covenants.

SCOPE OF ENGAGEMENT

Gilmore & Bell will provide the services expressly described on **Exhibit A** (the “Services”) in accordance with the terms further described in this engagement.

POINTS OF CONTACT

Gilmore & Bell will provide the necessary attorneys, tax analysts, legal assistants and administrative support to perform the Services. The primary points of contact for this engagement are as follows:

Gilmore & Bell:

Meghan McKernan
Telephone: (816) 218-7586
Email: mmckernan@gilmorebell.com

Mark Grimm
Telephone: (314) 444-4118
Email: mgrimm@gilmorebell.com

City:

David Cameron
Telephone: (417) 732-3111
Email: dcameron@republicmo.com

FEES

Gilmore & Bell's fee (the "Fee") for providing the Services for the Bonds is \$800 per year (for an aggregate amount of \$4,000 for the five-year contract term). In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

The City may pay the Fee annually or may make an advance payment of the full aggregate amount upon execution of this engagement or any remaining aggregate amount at any time during the term of this engagement. If paid annually, the Fee will be payable on each one-year anniversary of the issuance of the Bonds.

If the City pays the aggregate amount upon execution of this engagement, or any remaining aggregate amount at a later date during the term of this engagement, the aggregate Fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate Fee held as a retainer will be earned and disbursed to Gilmore & Bell's general operating account on each anniversary of the Bonds at a rate of \$800 per year, unless this engagement has been terminated in accordance with the terms below. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the Missouri Bar Association.

FURNISHING OF INFORMATION; RECORDS

The City agrees to provide to Gilmore & Bell, in electronic format if available, any information and documentation requested by Gilmore & Bell which is necessary to complete the engagement. All completed reports will be provided to the City in electronic format (paper copies are available upon request). In addition, Gilmore & Bell will maintain all final reports prepared in connection with the Services for at least the term of the engagement, and additional copies will be made available at any time to the City upon request.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this engagement shall be from the date of execution through 90 days after the five-year anniversary of the issuance of the Bonds. This engagement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this engagement, a statement for the Services will be provided. The City will pay all fees and expenses for the Services completed but unpaid at the time of termination. Upon termination, any fees held as a retainer will be applied to any Services completed, and the remainder will be returned to the City.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

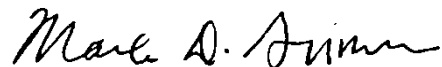
Upon execution of this engagement, the City will be our client and an attorney-client relationship will exist between us with respect to this engagement. Our services pursuant to this engagement are limited to those contracted for in this engagement; the City's execution of this engagement will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this engagement or any services provided by Gilmore & Bell under this engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent the City as provided in this engagement, either because such matters will be sufficiently different from the scope of this engagement so as to make such representation not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this engagement. Execution of this engagement will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this engagement to me and retain a copy for your files. The offer to perform the Services described in this engagement expires 60 days from the date first shown above, and no engagement will commence unless and until Gilmore & Bell receives a copy signed by the City within such timeframe. Thank you again for your interest in our post-issuance federal tax law compliance services. If you have any questions, please do not hesitate to email or call me. We look forward to working with you and the City.

Very truly yours,



Mark D. Grimm

MDG:rab

Acknowledged and Agreed as of _____, 2023.

CITY OF REPUBLIC, MISSOURI

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF TAX COMPLIANCE SERVICES

Arbitrage Computation Services

Gilmore & Bell will provide the City with annual interim rebate estimates for the Bonds as well as an installment date rebate calculation in accordance with the terms of the tax agreement for the Bonds. To the extent this engagement remains in effect, Gilmore & Bell will provide installment rebate calculations each fifth bond year after the installment calculation to the extent necessary for Bonds that remain outstanding.

As part of the annual calculation services Gilmore & Bell will:

- Quantify any accrued rebate liability as of each annual calculation date based on information provided to us and performed in accordance with procedures described in a written explanation of the arbitrage computation that will be provided to the City;
- Identify any noted accounting/record keeping problems that may adversely affect the City's ability to comply with the arbitrage regulations;
- Assist the City in making timely accounting elections and tracking expenditure of proceeds for purposes of meeting applicable arbitrage rebate spending exceptions in appropriate situations; and
- If required, perform yield reduction payment calculations and quantify any accrued yield reduction payment liability.

In addition to providing the calculation described above, as part of the installment date calculation services Gilmore & Bell will:

- Provide a legal opinion stating that the calculation was prepared in accordance with applicable United States Treasury Regulations; and
- Prepare Form 8038-T for filing with the Internal Revenue Service if a rebate payment or yield reduction payment is required.

To prepare the calculation, Gilmore & Bell will need the City to provide investment and expenditure information for all funds and accounts requested by Gilmore & Bell that contain "gross proceeds" of the Bonds.

Final Written Allocation Services

Gilmore & Bell will assist the City in compiling the records necessary to account for the expenditure of Bond proceeds, and upon completion of the project financed by the Bonds, prepare a written report (the "Close Out") for the Bonds. As part of this effort Gilmore & Bell will:

- Prepare a final written allocation of Bond proceeds memorandum for the City to memorialize the use and expenditure of Bond proceeds;
- Provide a summary allocation of total sources (including Bond proceeds and investment earnings attributable to investment of Bond proceeds) to total uses of Bond proceeds for costs of the project financed by the Bonds;
- Review the overall costs of the project financed by the Bonds and assist the City in preparing a final Bond-financed asset list reconciled to available records of investment and expenditure of Bond proceeds; and
- Provide a form “compliance checklist” to assist the City in monitoring the ongoing post-issuance requirements related to the Bonds. The compliance checklist will include questions that the City can use to solicit information from employees and staff concerning the use of the Bond-financed project on an annual basis.

To prepare the Close Out of Bond proceeds, Gilmore & Bell will need the City to provide a ledger of expenditures with the following information: payee, check or wire transfer date, payment amount, and a general description of expenditure purpose either by narrative description or reference to the capital account to which the payment will be allocated.

Services Outside the Scope of the Engagement

Services to assist the City with responding to an examination by the Internal Revenue Service or to provide a supplemental tax opinion, as required by the financing documents, are outside the scope of this engagement but may be provided to the City pursuant to a separate engagement agreed upon by the parties.

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-10 A Resolution of The City Council Authorizing the BUILDS Department to Purchase a Fifth Pump for Shuyler Creek Lift Station.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: February 21, 2023

Issue Statement

The BUILDS Department would like to purchase a fifth pump for Shuyler Creek Lift Station (SCLS) to rotate into service, as other pumps require repair or routine maintenance.

Discussion and/or Analysis

SCLS had two pumps go out in January. Pump #2 went out on January 13th and Pump #3 went out on January 24th. Pump #1 had previously been taken out of service for repair and rebuild in October of 2022. This left SCLS with only one operable pump. City Crews acted quickly to hook up our portable back up pump to the station and rented another portable pump for the station. Importantly, no Sanitary Sewer Overflow (SSO) occurred due to pumps being out of service.

The BUILDS Department would like to purchase a fifth pump for SLCS. This pump will be put into rotation as pumps are pulled for routine maintenance and repair so that the lift station will never have only 3 pumps installed during normal operations.

The control system for each pump at SLCS is set up for Flygt pumps to be utilized. An alternative pump could not be utilized without also changing the control system and would also be specific to that pump. This would defeat the purpose of having a fifth pump in the rotation, as all the pumps would not be able to work in every spot in the rotation.

JCI quoted two different styles of Flygt pump. One with a closed loop cooling system at \$138,220, and the other that utilizes “product” cooling at \$115,616, a difference of \$22,604. With SCLS receiving flow from more than 50% of the City, the influence at this location has a high grit and material content. Therefore, BUILDS staff is recommending purchase of the closed loop cooling system.

JCI is the only authorized Service Center distributor for Flygt equipment for the municipal market including sales and service in their assigned territory of Western Missouri and Kansas. Their staff is properly trained to service Flygt pumps.

Recommended Action

Staff recommends purchase of the Flygt Model 3231 Pump with Closed Loop Cooled system.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO PURCHASE A
FIFTH PUMP FOR SHUYLER CREEK LIFT STATION**

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

WHEREAS, two (2) separate pumps at the Shuyler Creek Lift Station (“SCLS”) malfunctioned during January 2023, one of which had previously malfunctioned in October 2022, all requiring the use of a portable back-up pump and rental of an additional pump to prevent sanitary sewer overflow; and

WHEREAS, the BUILDS Department desires to purchase a fifth pump for SLCS, which will be added into the operating rotation as the existing pumps are taken out of service for routine maintenance and repair; and

WHEREAS, the fifth pump would ensure that SLCS will not be at risk of operating on only three or less pumps at one given time going forward; and

WHEREAS, JCI Industries, Inc. (“JCI”) is the certified Sole Source Provider of Flygt equipment manufactured by Xylem, Inc. in the western Missouri area, which includes the City; and

WHEREAS, upon request of the City’s BUILDS Department, JCI provided a quote for a closed loop cooling system at the price of \$138,220 and a quote for a system that utilizes “product” cooling at the price of \$115,616; and

WHEREAS, the BUILDS Department recommends the City purchase the closed loop cooling system, as SCLS receives flow from more than 50% of the City, causing the influence at this location to have high grit and material content, best addressed through a closed loop; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to purchase the closed loop cooling system pump from JCI at the price(s) shown on the quote provided to the City.

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

- Section 1.** The City Administrator and/or his designee, on behalf of the City, is authorized to enter into an agreement with JCI Industries, Inc. for the purchase of a Flygt 3231 Pump – Closed Loop Cooled, as specified in the quote from JCI Industries, Inc., attached hereto as “Attachment 1,” and incorporated by reference, at the estimated price of \$138,220.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, authorized to take all other reasonable, necessary steps to implement this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,

this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

Item 14.

www.jciind.com

Friday, February 3, 2023

Republic MO, City of
City Hall 225 N Main
Republic, MO 65738

Phone: 417-848-1515
Fax: 417-732-3499

Attention: Shad Kline

Subject: Shuyler Creek PS - Flygt 3231 Update

Quotation #: SEQT-13086MFR
Please refer to this number when ordering

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt 3231 Pump - Closed Loop Cooled <ul style="list-style-type: none">NP3231.746 Submersible Pump480 Curve250hpFM Explosion ProofIncludes Flygt's Closed Loop Cooling SystemHard Iron Impeller395mm Impeller Trim(2) 50' Length Cables	1	\$138,220.00	\$138,220.00
2.00	Flygt 3231 Pump - Product Cooled <ul style="list-style-type: none">NP3231.746 Submersible Pump480 Curve250hpFM Explosion ProofProduct Cooling SystemGrey Iron Impeller395mm Impeller Trim(2) 50' Length Cables	1	\$115,616.00	\$115,616.00

Mark Fraser

Mark Fraser
Application Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

Item 14.

www.jciind.com

Terms & Conditions	
Lead Time 20 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order	



STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

City of Republic

Sole Source Justification

(This form is required when competitive bids are not solicited.)

Requester Name

Garret Brickner

Requester Dept

Wastewater

Requisition No

REQ00670

Vendor & Product Details

Vendor Name

JCI Industries

Contact Name

Mark Fraser

Address

1161 SE Hamblen

City

Lee Summit

State MO

Zip

64081

Phone Number

816-525-3320

E-mail:

Description of
Product/Services:

Flygt Pump repair and maintenance on pump #1 at Shuyler Creek lift station. Per Xylem, JCI Inc is the only authorized Service Center distributor for Flygt equipment manufactured by Xylem Inc. Our warranty through JCI will be voided if we use a different vendor for repairs.

Need by date:

8/4/2022

Estimated Cost:

33,426.00



Digitally signed by Garrett
Brickner
Date: 2022.08.04 10:59:32-05'00'

Requester Name & Signature

David Cameron
City Administrator

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-11 A Resolution of The City Council Authorizing the BUILDS Department to Purchase Easements to Facilitate Construction of Wastewater Capital Projects.

Submitted By: Garrett Brickner, Assistant BUILDS Administrator

Date: February 21, 2023

Issue Statement

The BUILDS Department would like to Purchase Easements to Facilitate Construction of Wastewater Capital Projects.

Discussion and/or Analysis

In accordance with our Capital Improvement Plan (CIP) the BUILDS department is preparing to begin easement acquisition for CIPs 3, 6, and 7. The majority of these easements will be along the new CIP 6 sewer alignment. Because the existing gravity sewer must remain in place while construction of the upsized sewer main is installed, new easements will be required. Once CIP 6 is completed, the City will redirect flow to the newly installed main. Once this happens, the now out of service main will be “abandoned in place” meaning manholes will be removed, but the old pipe will stay in the ground. The easements for this old main are planned to be relinquished back to the owners.

CIP 6 Requires easements across 32 separate parcels, most but not all have existing sewer easements across their property. CIP 3 requires easements across 3 new properties. CIP 7 Requires easements from 2 property owners, both having easements already.

City Staff has estimated these easement costs and are requesting authorization to spend up to \$170,000 for acquisition of them. This requested authorization does include contingency.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO PURCHASE
EASEMENTS TO FACILITATE CONSTRUCTION OF WASTEWATER CAPITAL PROJECTS**

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

WHEREAS, on February 18, 2022, the City entered into a ‘Progressive Design-Build Agreement for Water and Wastewater Projects’ (“Master Agreement”) with Burns and McDonnell Engineering Company, Inc. (“Engineer”) for the design and (future) construction of Capital Improvement Plan (“CIP”)-3, CIP-6, and CIP-7; and

WHEREAS, on February 10, 2023, as required by the Master Agreement, the City executed the Phase 2 Contract Price Amendment for CIP-6 with Engineer, allowing the parties to move forward with construction; and

WHEREAS, in order to properly construct CIP-3, CIP-6 and CIP-7, new easements will be required; and

WHEREAS, the BUILDS Department is preparing to begin acquisition of the required easements for CIP-3, CIP-6, and CIP-7, the majority of which are located along the new CIP-6 sewer alignment; and

WHEREAS, based upon projections calculated by the BUILDS Department staff, BUILDS is requesting authorization to spend up to \$170,000, including contingency, for the acquisition of all necessary easements for construction of CIP-3, CIP-6 and CIP-7.

WHEREAS, the Council finds it is in the best interest of the City and its citizens to authorize the BUILDS Department to purchase all necessary easements for construction of the identified Capital Improvements, as it will help to ensure proper installation of the new wastewater treatment plant’s critical elements, which will ultimately benefit the citizens.

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

- Section 1.** The City Administrator, or his designee(s), on behalf of the City, is authorized to acquire easements necessary and/or related to the completion of CIP-3, CIP-6, and CIP-7, in a total amount up to \$170,000, any excess amount over which will require separate, additional approval of Council. The amount(s) to be paid by City for any one easement shall be left to the discretion of the appropriate City staff within his/her discretion subject to the requirements specified by state and local law.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:

CIP #3 Properties

Adress	Owner	City/County
1 - 307 S Walnut Ave	Gator State Storage FP LLC	City
2 - 225 E Main St	B&B Land Holdings LLC	City
3 - 318 S West Ave	Michelle Mainor	City

CIP #6 Properties

	Adress	Owner	City/County
1	- 5730 S Farm Rd 99	City of Republic	County
2	- W Farm Rd 186	Greene County	County
3	- 5690 S Farm Rd 99	Jason Speer	County
4	- 5670 S Farm Rd 99	Eileen Speer	County
5	- 6998 W Farm Rd 182	Benny R. Owens	County
6	- 7294 W Farm Rd 182	Nau Angus Farms LLC	County
7	- 7217 W Farm Rd 182	Jim E Henderson	County
8	- W Farm Rd 182	Destiny Church, Inc.	City
9	- 2520 E Kentwood St	C & S FIRST CHOICE LLC	City
10	- 2519 E Kentwood St	Dustin Walker	City
11	- 2512 E Lee St	PAASCH REVOCABLE TRUST	City
12	- 415 N Murphy Dr	Benjamin A Graven	City
13	- N Farm Rd 97	City of Republic	City
14	- 4979 S Westfield Ave	Douglas B. Putman	City
15	- S Westfield Ave	Douglas B. Putman	City
16	- S Westfield Ave	Douglas B. Putman	City
17	- 4857 S Westfield Ave	Jacob Nakano	City
18	- W Farm Rd 178	Empire District Electric Co.	City
19	- 4872 S Valley Dr	Eric & Kristy Cyr Trust	City
20	- S Valley Dr	Terril Miller	City
21	- 7670 W Wade St	Michael A Polk Tr	City
22	- N Cox Ave	New Vista Property Owner Assoc	City
23	- 2228 E Timber Oak St	H&M Group LLC	City
24	- E Timber Oak St	Oak Court Place Duplex Prop	City
25	- E Timber Oak St	Oak Court Apts LLC	City
26	- E Timber Oak St	Oak Court Apts LLC	City
27	- E Timber Oak St	Oak Court Apts LLC	City
28	- N Oakwood Ave	City of Republic	City
29	- W Farm Rd 174	Oak Court Place Duplex Prop	City
30	- 7664 W Farm Rd 174	Justin C. Howard	City
31	- W Farm Rd 174	Wilson Creek Villas, LLC	City
32	- 7628 W Farm Rd 174	Randy Richesin	City

CIP #7

Address		Owner	City/County	Perm Easement (SF) required	Temp Easement (SF)
1 - 4660	S Wilsons Creek	GERDES, KARL ERIC TRUST	City	8900	8900
2 - 6310	W Republic Rd.	REPUBLIC SCHOOL DIST R-III	County	1000	0