



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
April 16, 2024 at 6:00 PM

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

Eric Franklin, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the April 2, 2024 City Council Minutes.
- [2.](#) Approve the Vendor List.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|-------------------------|
| Board of Adjustment Meeting | May 2, 2024 (Cancelled) |
| City Council Meeting | May 7, 2024 |
| Planning & Zoning Meeting | May 13, 2024 |
| City Council Meeting | May 21, 2024 |

Old Business and Tabled Items

- [3.](#) 24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.
- [4.](#) 24-15 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection to the Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri.
- [5.](#) 24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.
- [6.](#) 24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.
- [7.](#) 24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.
- [8.](#) 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation

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.**

and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

9. [24-20](#) An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri.

Other Business (Resolutions)

10. [24-R-16](#) A Resolution of the City Council Declaring the Results of the April 2, 2024 Municipal Election.

Swearing in of Elected Officials

Election of Mayor Pro Tem

New Business (First Reading of Ordinances)

11. [24-21](#) An Ordinance of the City Council Amending Title VII (“Utilities”) of the Municipal Code of the City of Republic, Missouri, by Adding New Chapter 720 (“Illicit Discharge Into Municipal Separate Storm Sewer System”).
12. [24-22](#) An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.40 Acres of Real Property Located at the 300 Block of West Broad Street, from Medium Density Single-Family Residential (R1-M) to Two- Family Residential (R-2).
13. [24-23](#) An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Five Acres of Real Property Located near the 1100 Block of North Main Street, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H).
14. [24-24](#) An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Twenty-Five Acres of Real Property Located near the 1100 Block of North Main Street, from Agricultural (AG) to High Density Single-Family Residential (R1-H).

Other Business (Resolutions)

15. [24-R-17](#) A Resolution of the City Council Authorizing Execution of a Public Donation Agreement with the Republic Historical Society, Inc. for the Donation of Certain Real Property Located Near 217, 221 and 225 North Main Avenue to Serve as the Site for a Future Historical Museum.
16. [24-R-18](#) A Resolution of the City Council Authorizing the BUILDS Department to Apply for the Multi-Modal Project Discretionary Grant Program (MPDG) in Partnership with the Ozarks Transportation Organization and the Missouri Department of Transportation for the Highway MM Expansion Project.
17. [24-R-19](#) A Resolution of the City Council Authorizing the City Administrator to Negotiate an Agreement with Olsson, Inc. to Provide Engineering Design Services for Improvements to the Hines Street and ZZ Highway Intersection.

Reports from Staff

Adjournment



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
April 02, 2024 at 6:00 PM

- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Eric Franklin, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Clint Gerlek, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Darran Campbell, Brian Fields, Justin Neal, Chris Updike, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Chief of Staff Lisa Addington, City Attorney Megan McCullough, Fire Chief Duane Compton, Police Chief Brian Sells, Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Clerk Laura Burbridge, Finance Director Bob Ford, Planning Manager Karen Haynes, Major Jamie Burks, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Assistant Parks and Recreation Director Jennafer Mayfield, Data and Security Supervisor Michael Sallee, Engineer Angel Falig, and IT Director Chris Crosby.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:00 p.m.

Janine Shelton, 515 N. Butternut, requested installation of sidewalks on Hines Street. She provided photos for Council.

Mayor Russell closed citizen participation at 6:05 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve the consent agenda. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve the March 19, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|----------------|
| Board of Adjustment Meeting | April 4, 2024 |
| Planning & Zoning Meeting | April 8, 2024 |
| City Council Meeting | April 16, 2024 |
| Board of Adjustment Meeting | May 2, 2024 |

Old Business and Tabled Items

2. **24-12 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.64 Acres, Located at 664 Aaron Way, from Planned Development District (PDD) to Brookside Estates Planned Development District (PDD 24-001).**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 24-12 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any



questions from the Council. Council Member Campbell motioned for the passage of Bill 24-12. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 2 Aye-Franklin and Campbell. 6 Nay-Fields, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

3. **24-13 An Ordinance of the City Council Amending Title IV (“Land Use”), Chapter 400 (“Comprehensive Plan And City Planning And Zoning Commission”), Section 400.010 (“Created – Composition – Appointment – Qualifications”), of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the second reading of Bill 24-13 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions from the Council. Council Member Updike motioned for the passage of Bill 24-13. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

4. **24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.**

Motion was made by Council Member Fields and seconded by Council Member Neal to have the first reading of Bill 24-14 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Duane Compton gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

5. **24-15 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection to the Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Updike and seconded by Council Member Wilson to have the first reading of Bill 24-15 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. David Cameron gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

6. **24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.**

Motion was made by Council Member Campbell and seconded by Council Member Fields to have the first reading of Bill 24-16 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

7. **24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties**

Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

Motion was made by Council Member Franklin and seconded by Council Member Campbell to have the first reading of Bill 24-17 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

8. 24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Motion was made by Council Member Wilson and seconded by Council Member Fields to have the first reading of Bill 24-18 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

9. 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Motion was made by Council Member Campbell and seconded by Council Member Updike to have the first reading of Bill 24-19 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

10. 24-20 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri.

Motion was made by Council Member Franklin and seconded by Council Member Fields to have the first reading of Bill 24-20 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. David Cameron gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)

11. 24-R-14 A Resolution of the City Council Authorizing the City Administrator to Negotiate and Enter into an Agreement with Precision Construction & Contracting, LLC for Design Build Services for the New Tennis and Pickleball Facility at Miller Park.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to take up Resolution 24-R-14. Jared Keeling presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

12.24-R-15 A Resolution of the City Council Awarding the Bid for the City's 2024 Paving Overlays and Builds Parking Lot Paving to Blevins Asphalt Construction Company, Inc.

Motion was made by Council Member Franklin and seconded by Council Member Wilson to take up Resolution 24-R-15. Angel Falig presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron thanked Angel and Karen for their great job presenting, noting Angel inherited his item. Mr. Cameron also noted the great job done by Chief Compton. Mr. Cameron added he appreciates the conversation and understanding around compensation and appreciates the consideration. Mr. Cameron noted we would appreciate feedback and to tie the compensation to attendance. Mr. Cameron acknowledged there are multiple organizations for the Mayor to attend, and notified Council to get with the City Attorney for any suggested edits so she can draft any proposed amendments.

City Administrator David Cameron thanked Mallory for being here, noting they met at the Chamber lunch after she moved here from Ozark.

City Administrator David Cameron acknowledged everyone involved in the four Intergovernmental Agreements including the School, MoDOT, Mitch, and staff. Mr. Cameron added staff makes it look very easy, but our City Attorney helped draft those agreements with four other attorneys. Mr. Cameron thanked everyone for working on it, adding the secondary access will be important for the school traffic.

City Administrator David Cameron thanked Ms. Shelton for being here and providing her input. Mr. Cameron noted the information is in the Administrator's Report, which is posted online for citizens to see. Mr. Cameron added we will present it during budget season with the other needed capital projects.

City Administrator David Cameron reported Mayor Russell requested logistics for downtown. Mr. Cameron noted we are preparing a Resolution for the donation of the land at 221 N. Main to the Historical Society to build a Historical Museum. Mr. Cameron reported we will have that item on the next agenda. Mr. Cameron also noted that City Hall remains a challenge and there is potential to convey it to them as well, but that would be presented at a future meeting.

City Administrator David Cameron provided an update on Shuyler Creek Trail, noting there have been changes to the trail so we are required to provide public notice and comment. The information can be found on our website or at the BUILDS Department with comments accepted through April 18th regarding the underpass.

City Administrator David Cameron noted in the Administrator's Report there is a comment regarding the wastewater treatment plant from the Department of Natural Resources.

City Administrator David Cameron acknowledged Council Member Gerlek for agreeing to serve in his position, noting it is unfortunate he was unable to be on the ballot due to his job, but he has been forthcoming in his position. Mr. Cameron noted Mr. Gerlek might be the most competitive guy and doesn't believe in ties. Mr. Cameron thanked Mr. Gerlek for his service and transparency along with his excellent sense of humor. Mr. Cameron acknowledged Mr. Gerlek spent an afternoon talking to people in Brookline over one rezone request alone.

City Administrator David Cameron acknowledged Mayor Russell, noting he asked him to serve on Council, then he stepped into Mayor Pro Tem, followed by becoming Mayor during some of the fastest growing seasons. Mr. Cameron noted Mayor Russell has done a fantastic job leading. When he comes to the

office, they have some intense fellowship from time to time, with Mayor Russell arguing his case. Mr. Cameron added they have had a lot of deep discussions on what is in the best interest of the community, including the purchase of the parks land during a ballot measure. Mr. Cameron noted Mayor Russell has been supportive of city staff and he appreciates his demeanor in good or bad situations. Mr. Cameron acknowledged this role has had an impact on Mayor Russell’s family, with his kids seeing the issues through it. Mayor Russell has a heart to serve and is still serving as President Elect of the Springfield Metro Bar Association. Mr. Cameron thanked Mayor Russell for the fantastic job and for finishing out his term.

City Administrator David Cameron thanked everyone for voting.

Council Member Neal reported there was another community meeting last week for Downtown Revitalization, with a lot of community members showing up. Mr. Neal noted he is hopeful the Historical Society gets that building up as it would make a big difference. Mr. Neal added there are more meetings to come and encouraged people to attend.

Council Member Franklin also noted he is encouraged by the work on the Main Street Revitalization as it is encouraging to see that amount of involvement from citizens. Mr. Franklin noted he proposed a question while there to see if some would want to continue, and he had 13 people still interested in being involved. Last week, he also attended his first OTO board meeting, adding there was a lot of great information to digest, and he will bring information back to Council after these meetings. Mr. Franklin noted this was his last meeting as a Council Member, and at his first meeting, his first action was to approve the appointment of Matt Russell as a Council Member. Mr. Franklin shared his appreciation for what everyone is doing up here, adding it is an honor to serve. Mr. Franklin thanked the citizens for voting today.

Council Member Campbell noted he was sad Parks cancelled the dodgeball tournament but appreciates all the things they do. Mr. Campbell reported he will be absent at the next meeting but wanted to thank Mayor Russell for the trust in appointing him and for his leadership. Mr. Campbell noted he looks forward to following him and remaining friends.

Council Member Gerlek offered to throw balls at Mr. Campbell since the dodgeball tournament was cancelled. Mr. Gerlek thanked everyone having him on Council, adding it has been a great experience and he personally got to learn a lot. Mr. Gerlek noted he is around if anyone needs him.

Mayor Russell noted he will be here for half the meeting next time and will make a few statements. Mayor Russell noted he is still collecting his thoughts as this has been a large part of his life. Mayor Russell noted he appreciates the kind words. Mayor Russell wished all the candidates good luck, adding their service is appreciated and he hopes everyone enjoys it. Mayor Russell wished Garrett Cline a happy birthday.

Adjournment

Mayor Russell adjourned the meeting at 7:19 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



| Vendor | Added | Added User | Deleted | Deleted User |
|--|------------|--------------|---------|--------------|
| 08255 - Bobby S Roller | 03/01/2024 | SHERRI WOODS | | |
| 08256 - Gary Dove | 03/06/2024 | SHERRI WOODS | | |
| 08257 - O'Reilly Real Estate Company 2018 LLLP | 03/07/2024 | SHERRI WOODS | | |
| 08258 - Katelyn Teeter | 03/07/2024 | SHERRI WOODS | | |
| 08259 - Sound Billing LLC | 03/08/2024 | SHERRI WOODS | | |
| 08260 - Tingting Qin | 03/08/2024 | SHERRI WOODS | | |
| 08261 - 402 Supply Inc | 03/13/2024 | SHERRI WOODS | | |
| 08262 - Cobblestone Veterinary Hospital | 03/14/2024 | SHERRI WOODS | | |
| 08263 - Higginbotham Insurance Agency Inc | 03/14/2024 | SHERRI WOODS | | |
| 08264 - Mathew Fugitt | 03/14/2024 | SHERRI WOODS | | |
| 08265 - Julie Eakin | 03/14/2024 | SHERRI WOODS | | |
| 08266 - Nicklas R Rivas | 03/15/2024 | SHERRI WOODS | | |
| 08268 - RyLei King | 03/15/2024 | SHERRI WOODS | | |
| 08269 - Sunbelt Environmental Services Inc | 03/15/2024 | SHERRI WOODS | | |
| 08270 - Robert M Hahne | 03/19/2024 | SHERRI WOODS | | |
| 08272 - Timothy Aaron Goree | 03/26/2024 | SHERRI WOODS | | |
| 08273 - BJP Properties LLC | 03/26/2024 | SHERRI WOODS | | |
| 08274 - Family Center of Harrisonville Inc | 03/26/2024 | SHERRI WOODS | | |
| 08275 - David Whitman | 03/28/2024 | SHERRI WOODS | | |
| 08276 - Nancy Mac Whitman | 03/28/2024 | SHERRI WOODS | | |
| 08277 - Andy Hagewood | 03/28/2024 | SHERRI WOODS | | |
| 9334 - SAFE SLIDE RESTORATION | | | | |

Vendor Count: (22)



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.

Submitted By: Duane Compton, Fire Chief

Date: April 16, 2024

Issue Statement

Discussion and possible vote for permission for the City of Republic, Fire Department to enter into an agreement with the Missouri Department of Labor for the establishment of a Firefighter Apprenticeship program.

Discussion and/or Analysis

This program provides resources for both the employer and the employee. The employer benefits as part of a nationally recognized training program, assisting with recruitment, retention, policy guidance, and consistency. The employee benefits from the inclusion in a program that recognizes completion of training associated with the trades and labor group, providing proof of training, and leading to certification and college credit through verification of completed training. This program is through The Department of Labor Registered Apprenticeship Program and is administered by the Missouri Department of Labor.

Approval of this Ordinance provides the City Administrator or his designee permission to sign and execute applicable documents associated with this agreement. After execution, the City could see a reimbursement from the State of Missouri for equipment and staff time for hiring and training of new employees.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI DEPARTMENT OF LABOR FOR ESTABLISHMENT OF AN EMPLOYEE APPRENTICESHIP PROGRAM

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, the United States Department of Labor’s Office of Apprenticeship offers an apprenticeship program (“Program”) that includes, among other things, valuable resources for both the employer and employee relating to the topics of recruitment and training; and

WHEREAS, the Program is a well-regarded, nationally recognized training program that will benefit the City by providing it with numerous resources and assistance in the areas of recruitment and retention, training, policy guidance and many other similar features; and

WHEREAS, the City wishes to enter into an intergovernmental agreement with the Missouri Department of Labor to establish the apprenticeship program for the City, which is intended to be available to all qualifying City staff positions; and

WHEREAS, the City’s employees will also benefit from the City’s participation in the Program by having access to training associated with their respective trade(s) and/or labor group(s), and the corresponding certifications or other higher education credits upon successful completion of those trainings.

WHEREAS, the Council finds it in the best interest of the City to approve the IGA with the Department of Labor for their Apprenticeship program for staff training, recruitment, and retention assistance.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with the Missouri Department of Labor setting forth the terms and conditions that will govern the program available to qualifying City personnel, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The Mayor and/or City Administrator, 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Registered Apprenticeship Standards For Programs with Collective Bargaining Agreements

Local Apprenticeship Standards

CITY OF REPUBLIC

IAFF LU 152

213 N Main St

Republic, MO 65738

Occupation(s): FIRE FIGHTER

O*NET-SOC Code(s): 33-2011.00 RAPIDS Code(s): (0195CB)

Developed in Cooperation with the
U.S. Department of Labor
Office of Apprenticeship

Approved by the
U.S. Department of Labor
Office of Apprenticeship

Registered By: Tracy Laughery

Signature: Tracy Laughery

Title: State Director
Office of Apprenticeship

Date: 3/7/2024

Registration Number: 2024-MO-128043

Check here if these are revised standards



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SECTION IV PART 2 - SIGNATURES

SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

A. Responsibilities of the sponsor: *City of Republic* must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document “Requirements for Apprenticeship Sponsors Reference Guide.”

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document “Requirements for Apprenticeship Sponsors,” and that meets the requirements of 29 CFR § 29.7. Sponsors may utilize Form ETA 671 for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship Standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices’ progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Make a good faith effort to obtain approval for educational assistance for a veteran or other individual eligible under chapters 30 through 36 of title 38, United States Code, and will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in the above for the purpose of avoiding making a good faith effort to obtain approval.
- Provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendix A, and any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect



changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.

- Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship's registration of the apprenticeship program described in these Standards of Apprenticeship on either a nationwide basis (under the National Program Standards of Apprenticeship) or within a particular State, and the registration of individual apprentices under the same program, does not exempt the program sponsor, and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements.

The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

B. Minimum Qualifications - 29 CFR §29.5(b)(10)

An apprentice must be at least 18 years (Enter an age of at least 16 years) of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation.

There is an educational requirement of:

Must be a High School graduate or equivalent.

There is a physical requirement of:

Vision defect cannot exceed 20/100 and must be corrected to 20/30 in both eyes; must be able to distinguish primary colors; must pass a post-offer medical examination including a hearing test; must be able to reach, hold and grip; must have lateral mobility; must possess the manual dexterity to use a computer and climb ladders; must be able to lift and carry a minimum of 50 pounds for a distance of at least 50 feet; must be able to drag and/or push and pull up to 165 pounds for a distance of at least 50 feet; must be able to walk, sit or stand for prolonged periods; work at heights above 100 ft or higher as required by the emergency situation; walk, crawl, run, jump, twist, climb, bend, squat, kneel.

Other Qualifications: Shall have current certification issued by the Missouri Division of Fire Safety in Firefighter I and II. Must currently possess Emergency Medical Technician (EMT) license or be able to obtain within six (6) month probationary period.

A valid driver's license is required.

C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices *will* be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

**E. Credit for Previous Experience - 29 CFR § 29.5(b)(12)**

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. *City of Republic* will evaluate the request for credit and make a determination during the apprentice's probationary period.

F. Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period, which may not exceed 25 percent of the length of the program, or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.

G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. The ratio is notated in Appendix A, RATIO OF APPRENTICES TO JOURNEYWORKERS.

H. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. The progressive wage schedule is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

I. Equal Employment Opportunity and Affirmative Action**1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)**

City of Republic will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

City of Republic will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

City of Republic acknowledges that it will adopt an affirmative action plan in accordance with Title 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES.

J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14



If an applicant or an apprentice believes an issue exists that adversely affects the apprentice’s participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

For all issues covered by a Collective Bargaining Agreement (CBA), apprentices must seek resolution through the applicable procedures contained in the CBA. *(if applicable, see Requirements for Apprenticeship Sponsors Reference Guide)*

- 1. Complaints regarding discrimination.** Complaints must contain the complainant’s name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within **300** days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

*U.S. Department of Labor, Office of Apprenticeship
200 Constitution Ave. NW, Washington, DC 20210
Telephone Number: (202) 693-2614
Email Address: ApprenticeshipEEOcomplaints@dol.gov
Point of Contact: Director, Division of Standards and Quality
Attn: Apprenticeship EEO Complaints*

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.

- 2. Other General Complaints.** The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within *15* days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within *30* days of receiving the written notification:

Name: Rachel Reich-Graef
Address: 213 N Main St
Republic, MO 65738
Telephone Number: (417) 732-3104
Email Address: humanresources@republicmo.com

Any complaint described that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor’s Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: Jeremy Sheets
Address: DOL, Office of Apprenticeship
Springfield, Missouri, 65806
Telephone Number: 816-502-0292



Email Address: sheets.jeremy.m@dol.gov

L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

- Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period*
- Appendix B** – *ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed after registration)*
- Appendix C** – *Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))*
- Appendix D** – *Employer Acceptance Agreement (For programs with multiple-employers only)*



SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: <https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.



SECTION IV PART 1 – COLLECTIVE BARGAINING PROVISIONS

The employer or employer association must furnish to any union that is a collective bargaining agent of the employees to be trained a copy its application for registration and of these Standards, including all attachments. The *City of Republic* and *IAFF LU 152* hereby adopt these Standards of apprenticeship on this 6th day of March, 2024.

Rachel Reich-Graef

Signature of Management (designee)

Rachel Reich-Graef
Printed Name

Signature of Labor (designee)

Printed Name

Signature of Management (designee)

Printed Name

Signature of Labor (designee)

Printed Name

SECTION IV PART 2 – SIGNATURES

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by *City of Republic*, on this 6th day of March, 2024. The signatories acknowledge that they have read and understand the document titled “Requirements for Apprenticeship Sponsors Reference Guide” and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Rachel Reich-Graef

Signature of Sponsor (designee)

Rachel Reich-Graef
Printed Name

Signature of Sponsor (designee)

Printed Name

Appendix A

WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE

Developed By:

City of Republic Missouri



For the Occupation of:

FIREFIGHTER

O*NET-SOC CODE: 33-2011.00
RAPIDS CODE: 0195CB

Developed in Cooperation with:

U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP



Appendix A

WORK PROCESS SCHEDULE FIRE FIGHTER

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

This schedule is attached to and a part of the Standards for the above identified occupation.

1. APPRENTICESHIP APPROACH

Time-based Competency-based Hybrid

2. TERM OF APPRENTICESHIP

The approach of Competency based dictates the term of this apprenticeship is approximately 3 years, completion/mastery of the identified competencies, and supplemented by 955 cumulative hours of related instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is: 1 Apprentice(s) to 1 Journeyworker(s).

4. APPRENTICE WAGE SCHEDULE

The Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, as set at the time. (See Apprentice Agreement; ETA Form 671).

These rates are subject to change at the discretion of the sponsor, through its local partnerships, CBA requirements or the purpose of addressing local labor market conditions and/or desire to register and/or co-register with a local registration agency.

***The starting hourly wage for this program will not be less than the State of Missouri minimum wage

5. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of 39 weeks.



6. SELECTION PROCEDURES

Applications for apprenticeship will be accepted as positions become available. These selection procedures do not replace the company's employment hiring process, but are in addition to hiring policy. Every person requesting an application for apprenticeship will have one made available.

- a.) Each applicant will be required to review the Apprenticeship Program Standards and meet the minimum requirements as outlined in Section I., Paragraph B. A copy of this work process will be provided to individuals selected for participation.
- b.) Receipt of the properly completed apprenticeship application and documentation, along with pertinent supporting documents; (driver's license and birth certificate, or other acceptable proof of minimum age) will constitute receipt of a completed application.
- c.) **The City of Republic** will schedule interview and evaluation sessions with the applicants when job openings exist. All applicants who have active applications on file that meet the minimum qualifications and have submitted the required documents will be notified of the date, time and place to appear.
- d.) The interviewer will utilize a standardized and consistent method to interview and evaluate applicants. Standardized questions will be asked during the interview.
- e.) After completing the interview and evaluation of the applicants, the employer will make the appropriate recommendation for acceptance into the apprenticeship program based on **The City of Republic** employment policies and procedures.
- f.) Selected applicants must respond to the notice of selection within 48 hours of notice. If an applicant does not respond within 48 hours their name will be passed.
- g.) Upon selection to the registered apprenticeship program, selected applicants will be registered into the RAPIDS 2.0 system.
- h.) Individuals selected for hire must sign a copy of the ETA form 671 (Appendix B).



**WORK PROCESS SCHEDULE
FIREFIGHTER**

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

DESCRIPTION: Control and extinguish fires or respond to emergency situations where life, property, or the environment is at risk. Duties may include fire prevention, emergency medical service, hazardous material response, search and rescue, and disaster assistance.

ON-THE-JOB TRAINING:

**Section-
30 Day
Goals**

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Know how to use portable and mobile radios, be able to speak clearly and orderly, understand the use of Fire Main and Ops Channels. Reference SOP Policy OPR-0033 and FF 1-year task book (Communications) for further details | / / | |
| | | |
| | | |
| | | |
| Don Gear and SCBA within two minutes. | / / | |
| Understand how to fill out daily apparatus and medical check sheets utilizing the district I-Pad. | / / | |
| | | |
| Understand seat assignments and associated tasks. Reference probationary firefighter task book seat assignment chart. | / / | |
| | | |
| Understand how to use truck MCT. A. Log-in/ Out B. Self-dispatch C. Map features and functions (locate on map/map drive direction) D. Drop down tabs (on-scene, clear/available, out of service) Reference FF 1-year task book (Communications) for further details | / / | |
| | | |
| | | |
| | | |
| | | |
| Understand procedure for two-in/two-out and lost/trapped firefighter. Reference SOP (Red) policy OPR-0003 and OPR-0007 | / / | |
| | | |
| | | |



**Section-
60 Day
Goals**

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Know location and lengths of pre-connected hose lines on assigned apparatus. | / / | |
| Start and operate rescue tools, understand limitations of such. | / / | |
| Operate all power equipment on assigned apparatus (Saws, fans, lights, etc.) | / / | |
| Know how to use thermal imaging device. | / / | |
| Know location of all equipment on assigned apparatus. | / / | |
| Operate generator and portable/scene lights on apparatus. | / / | |
| Understand how to use and read CO detector on assigned apparatus | / / | |

**Section-
90 Day
Goals**

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Achieve performance standard 1 & 2 within time limits Reference probationary firefighter task book for standard. | / / | |
| Understand contents of ALS drug box and be familiar with use of Zoll Cardiac Monitor, AED function and obtaining manual baseline vitals. | / / | |
| Stabilize a vehicle using the following methods- A. Cribbing B. Res-Q-Jacks | / / | |
| Understand basics of rope rescue equipment and Z-Rig A. Knots B. Anchors C. 3:1 Mechanical advantage | / / | |
| Understand what information is required for incident reports. A. EMS call B. Motor vehicle accident C. Fire D. Carbon monoxide/ Smoke alarm | / / | |



Section 90
Day Goals
Continued

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Properly complete the following reports | / / | |
| A. Wildfire report | | |
| B. EMS charts | | |
| C. Training report | | |
| D. Daily log | | |
| Perform the following task using the rescue tools | / / | |
| A. Remove vehicle glass | | |
| B. Remove vehicle door | | |
| C. Remove vehicle's roof | | |
| D. Displace the vehicle's dash | | |

Directions- After the probationary firefighter has successfully completed all 30/60/90-day goals. They shall begin working on their 1-year task book. This task book shall be completed on or before the probationary firefighters 1-year employment date. After successfully completing all tasks outlined in the book the probationary firefighter will be evaluated on their skills.

Section- General knowledge

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Know the names of all five Board of Director's | / / | |
| Explain who Assistant Chief Randy Mantle and Sergeant Jay Sampietro are and what apparatus dedicated to honoring them | / / | |
| Understand the different colored pages in the standard operating. policies book (SOP's) | / / | |
| Review all high-risk low frequency SOP'S | / / | |
| Know the location of all fire stations | / / | |
| Know the location of all major highways | / / | |
| Be able to recite the address of station 1, 5, and 6 | / / | |



Section- General Engine Company Knowledge

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Understand and be able to recite the height of engine you are assigned to | / / | |
| Understand and be able to recite the length of engine you are assigned to | / / | |
| Understand and be able to recite the pumping capacity of the engine you are assigned to | / / | |
| Understand and be able to recite all pre-connected and spare hose carried on the engine you are assigned to | / / | |
| Understand and be able to recite the water tank capacity of the engine you are assigned to | / / | |
| Explain each piece of equipment that is carried on the engine and what compartment it is stored in. | / / | |
| Understand location of knox box keys, knox FDC key, and password1 | / / | |
| Start and operate all power tools located on assigned apparatus | / / | |
| Understand how to use and read CO detector | / / | |
| Run all scene lights and portable power equipment | / / | |

Section- General Brush Truck Knowledge

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Understand and be able to recite all hose carried on brush truck | / / | |
| Understand and be able to recite water tank capacity on brush truck | / / | |
| Explain each piece of equipment that is carried on the brush truck and what compartment it is stored in. | / / | |
| Understand location of knox box keys and password | / / | |
| Start and operate all power tools located on assigned apparatus | / / | |



Section- General Truck Company Knowledge

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Understand and be able to recite the height of ladder truck | / / | |
| Understand and be able to recite the length of the ladder truck | / / | |
| Understand and be able to recite the pumping capacity of the ladder truck | / / | |
| Understand and be able to recite all pre-connected and spare hose carried on the ladder truck | / / | |
| Understand and be able to recite the water tank capacity of the ladder truck | / / | |
| Explain each piece of equipment this is carried on the ladder truck and what compartment it is stored in. | / / | |
| Understand location of knox box keys, knox FDC key, and password1 | / / | |
| Start and operate all power tools located on assigned apparatus | / / | |
| Run all scene lights and portable power equipment | / / | |
| Demonstrate how to change the aerial from firefighting mode to rescue mode and understand what mode it stays in for day-to-day operations | / / | |
| Demonstrate how to change the aerial to operate as an elevated master stream | / / | |
| Demonstrates how to properly secure yourself to the aerial | / / | |
| Understands the difference between the rear 5" intake and the passenger side 5" intake | / / | |

Section- Communications

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Review radio traffic SOP (OPR-0033) | / / | |
| Review proper etiquette for answering the department phone | / / | |
| Turn the radio off and on, adjust the volume for use | / / | |
| Demonstrate how to change channels and zones on portable/mobile radios | / / | |
| Demonstrate how to turn on/off the scanning function on all portable, mobile, and VHF radios | / / | |
| Have a clear understanding of the following channels on all portable and mobile radios- - OPS Channels - Training Channels - Private channels | / / | |
| Demonstrate how to transmit a message on portable radio | / / | |



| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Verbalize transmitting a mayday call | / / | |
| Explain what "Emergency traffic" or "Rushed traffic" means | / / | |
| Demonstrate how to place apparatus en-route, on-scene, out of service, and clear and available on the truck MDT's | / / | |
| Understands the "locate on map" and "map drive direction" button on the truck MDT's | / / | |
| Demonstrates how to locate city utility fire hydrants on MDT's | / / | |
| Demonstrate how to log in and out of the MDT'S | / / | |
| Demonstrate how to locate a fire hydrant/Pre-Plan using active 911 | / / | |
| Demonstrate how to locate a knox box/knox gate switch on active 911 | / / | |

Section- Scott Air Packs

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Complete full inspection of SCBA verbalizing all components | / / | |
| Demonstrates how to properly sign into the SCBA using the SCOTT accountability card and explain the benefits of doing so | / / | |
| Demonstrates activating PASS device and resetting | / / | |
| Demonstrates changing an air bottle | / / | |
| Complete morning SCBA checks (Don face piece and breath air) | / / | |
| Demonstrates how to properly fill an air bottle and explain the differences. between 4500 psi bottles and 2216 psi bottles at LR | / / | |
| Become familiar with SCOTT RIT bag and items carried inside. | / / | |
| Understand the difference between the high pressure and low-pressure side | / / | |

Section- Scott Air Packs Continued

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Demonstrates connecting RIT pack to a down firefighter | | |
| High pressure side | / / | |
| Buddy breather | | |
| SCBA Mask change | | |
| Regulator change | | |
| Review the SCOTT SIMS system that is in the shift commander's truck. | / / | |
| Understand the evacuation signal and how to knowledge on air pack | | |
| Understand the importance of logging into your air pack each morning | | |



Section- Engine Company Task

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Demonstrate how to properly connect to a hydrant within 60sec. Note- LDH shall be loaded on apparatus and candidate will start inside the cab | / / | |
| Demonstrate how to set up the engine to draft from a static source | / / | |
| Demonstrate deploying a 1 ¾ pre-connect line from apparatus and pre-load door | / / | |
| Demonstrate advancing a 1 ¾ hose line into a structure Take position as the nozzleman. Take position as the backup man | / / | |
| Demonstrate different techniques for advancing a hose line Hip Grip Clamp Heel Crooked Lean | / / | |
| Understands what hand tools are needed for the nozzleman and backup man | / / | |
| Demonstrate advancing an 1 ¾ hose line above grade, below grade, and at grade | | |
| Demonstrates re-loading the 1 ¾ pre-connect line onto the apparatus | / / | |

Section- Engine Company Task Continued

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Demonstrate deploying a 2 ½ pre-connect line from apparatus and pre-load door | / / | |
| Demonstrate deploying a 2 ½ pre-connect line from apparatus for a defensive fire | / / | |
| Demonstrate advancing a 2 ½ hose line into a structure Take position as the nozzleman Take position as the backup man | / / | |
| Demonstrate different techniques for advancing a hose line Hip Grip Clamp Heel Crooked Lean | / / | |
| Understands what hand tools are needed for the nozzleman and backup man | / / | |
| Demonstrate advancing an 2 ½ hose line above grade, below grade, and at grade | / / | |



| | | |
|---|-----|--|
| Demonstrates re-loading the 2 ½ pre-connect line onto the apparatus | / / | |
|---|-----|--|

Section- Engine Company Task Continued

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Master Streams- | | |
| Raise deck gun and flow water for defensive fire attack | / / | |
| Demonstrate deploying a ground monitor for a defensive fire attack | / / | |
| Foam Streams- | | |
| Discuss the different types of foam carried on the apparatus | / / | |
| Demonstrate setting up the pro-pack | / / | |
| Demonstrate setting up an in-line foam inductor | / / | |
| Produce a foam blanket using the following- | / / | |
| Pro-Pack | | |
| In-Line foam inductor | | |
| Demonstrates the following techniques for applying foam | / / | |
| Rain down | | |
| Roll on | | |
| Bank down | | |

Section- Engine Company Task Continued

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Mayday Procedure- | | |
| Review standard operating procedure for lost/trapped firefighter | / / | |
| Reference- Policy OPR-0007 (RED) | | |
| Verbalize transmitting a mayday | / / | |
| Consider using the following- | | |
| Who/What/Where- | | |
| L.U.N.A.R- Location, Unit, Name, Assignment, Resources | | |
| Demonstrate self-rescue techniques/guidelines when lost/trapped | / / | |
| Reference-Policy OPR-0007 (RED) Lost and Trapped Firefighter | | |
| Review standard operating procedure 2-In/2-Out and rapid intervention. | / / | |
| Reference- Policy OPR-0003 (RED) Rapid Intervention Team (RIT) | | |
| Verbalize what equipment is carried in the RIT pack | / / | |
| Demonstrate how to operate the pack tracker to locate a missing firefighter | / / | |
| Demonstrate rescuing a down fireman and place them on air | / / | |
| Mask change | | |
| Regulator change | | |
| Buddy Breather hook up | | |



Section- Engine Company Task Continued

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Patient Care- | | |
| Review medical clinical guidelines | / / | |
| Reference- Onedrive "EMS Protocols & Forms"- "Clinical Guidelines" | | |
| Understand what equipment is carried on the Zoll monitor | / / | |
| Demonstrate obtaining a manual blood pressure and vital signs | / / | |
| Demonstrate how to obtain basic vital signs using the Zoll monitor | / / | |
| Understand Zoll AED function for adult/pediatric patients | / / | |
| Demonstrate how to obtain a 4 and 12 lead KED | / / | |
| Participate in a mock code exercise | / / | |
| Demonstrate how to properly package a patient on a backboard | / / | |
| Demonstrate packaging a patient in a KED | / / | |
| Understand contents carried in the ALS drug box | / / | |
| Understand how to fill out monthly ALS check sheets | / / | |
| Take the lead patient care roll on a medical scenario | / / | |
| Take the lead patient care roll on a trauma scenario | / / | |

Section- Truck Company Task

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Ground Ladders- | | |
| Demonstrate the procedure for inspecting a ground ladder | / / | |
| Demonstrate raising and fully extending the following ladders- | / / | |
| 24' Extension ladder | | |
| Roof ladder | | |
| Demonstrate position a 24' extension ladder and ground ladder for the following- | / / | |
| Rescue from a window | | |
| Vertical ventilation III | | |
| Demonstrate performing a vent enter isolate search (VEIS) or (VES) | / / | |
| Ventilation- | | |
| Demonstrate horizontal ventilation using the following methods- | / / | |
| Positive pressure gas/electric fan | | |
| Negative pressure fan | | |
| Demonstrate vertical ventilation using the following methods- | / / | |
| Axe | | |
| Power saw/Chainsaw | | |



Section- Truck Company Task Continued

| Task | Completed Date | Officer's Initials |
|--|----------------|--------------------|
| Forcible Entry- | | |
| Demonstrate forcing an inward swinging door | / / | |
| One firefighter method | | |
| Two firefighter method | | |
| Demonstrate forcing an outward swinging door | / / | |
| One firefighter method | | |
| Two firefighter method | | |
| Search- | | |
| Demonstrate the following searches- | / / | |
| Right hand search | | |
| Left hand search | | |
| Aerial Operations- | | |
| Demonstrate how to set stabilizers for operating the aerial | / / | |
| Demonstrate moving the aerial device Up/Down Right/Left Extend/Retract | / / | |
| | | |
| Demonstrate how to give controls to the tip person | / / | |
| Explain what the load tip gauge is and why it is important | / / | |
| Demonstrate climbing the aerial and securing yourself | / / | |

Section- Report Writing

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Complete the following reports/daily logs- | | |
| Emergency medical call (fire programs) | / / | |
| Emergency medical call (EMS charts) | / / | |
| Motor vehicle accident (fire programs) | / / | |
| House/Building fire (fire programs) | / / | |
| Smoke detector install (Daily Log) | / / | |
| Public relations event (PR) (Daily Log) | / / | |
| Company training (Vector Solutions) | / / | |
| Morning SCBA inspection (Vector Solutions) | / / | |
| Pre-Plan (fire programs) | / / | |



Section- Rescue Task

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Demonstrates how to properly fill out a rope log | / / | |
| Understand the difference between life safety rope and utility rope | / / | |
| Describe all equipment carried in rope rescue hardware bag and its use | / / | |
| Tie the following rope rescue knots- | | |
| Figure-8-on a bight with safety within 15 sec. | / / | |
| Figure-8 follow through with safety within 45 sec. | / / | |
| Butterfly knot within 15 sec. | / / | |
| Clove hitch knot within 15 sec. | / / | |
| Water knot in webbing within 15 sec. | / / | |
| Prusik cord loop within 15 sec. | / / | |
| Munter hitch within 15 sec. | / / | |
| Demonstrate constructing the following rope rescue anchors- | | |
| Basket anchor | / / | |
| Wrap 3 pull 2 anchor | / / | |
| Tensionless hitch anchor | / / | |
| Demonstrate the following- | | |
| Demonstrate building a 3:1 mechanical advantage system | / / | |
| Demonstrate how to build a 3:1 mechanical advantage system with change in direction | / / | |
| Demonstrate building a lowering system | / / | |
| Demonstrate constructing a belay system | / / | |

Section- Rescue Task Continued

| Task | Completed Date | Officer's Initials |
|---|----------------|--------------------|
| Rope rescue patient packaging- | | |
| Demonstrates loading a patient into a stokes basket | / / | |
| Demonstrates lashing a patient into a stokes basket | / / | |
| Demonstrates preparing the stokes basket for low angle rescue | / / | |
| Demonstrate placing a patient into a SKED | / / | |
| Demonstrate securing a patient into a SKED | / / | |



**RELATED INSTRUCTION OUTLINE
FIRE FIGHTER**

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195CB

Related Technical Instruction provided by:

Southwest MO Regional Fire Academy

OR

Individually accomplished via Alt. RTI sources per focus.

Listed below are the standard hours needed to complete the Related Training Instruction in the **Firefighter** Apprenticeship Program training courses. Instructional hours may vary depending on the apprentice's competency and learning style through The City of Republic training method. Mastery of the subject matter is monitored through successfully completing certification exams and practical demonstration of skills.

Firefighter Fundamentals 1 & 2

(Alt. RTI provided by IFSTA Essentials of Firefighting and Fire Department Operations)

- Chapter 1 Fire Fighter Safety
- Chapter 2 Communications
- Chapter 5 Fire Fighter Personal Protective Equipment
- Chapter 6 Portable Fire Extinguishers
- Chapter 7 Ropes and Knots
- Chapter 8 Ground Ladders
- Chapter 9 Forcible Entry
- Chapter 10 Structural Search and Rescue
- Chapter 11 Tactical Ventilation
- Chapter 12 Fire Hose
- Chapter 13 Hose Operations and Hose Streams
- Chapter 14 Fire Suppression
- Chapter 15 Overhaul, Property Conservation and Scene Preservation
- Chapter 17 Technical Rescue Support and Vehicle Extrication Operations
- Chapter 18 Foam Fire Fighting, Liquid Fires and Gas Fires
- Chapter 19 Incident Scene Operations
- Chapter 20 Fire Origin and Cause Determination
- Chapter 21 Maintenance and Testing Responsibilities
- Chapter 22 Community Risk Reduction



BLS for Healthcare Providers (CPR)

(Alt. RTI provided by American Heart Association)

Rapid Assessment and Visual Survey
CPR/AED for Adults, Children and Infants
Obstructed Airways
Opioid Overdoses
Critical Thinking, Problem Solving, Communication and Teamwork
The Emergency Medical Services System
Legal Considerations
Precautions

Hazardous Materials Awareness/Operations

(Alt. RTI provided by IFSTA Hazardous Materials For First Responders)

Performing Assigned Tasks
Donning PPE
Emergency Decontamination
Product Control – Remote Valve Shutoff
Product Control – Absorption/Adsorption
Product Control – Diking, Damming and Diversion
Product Control – Retention
Product Control – Dilution
Product Control – Vapor Dispersion
Product Control – Vapor Suppression

Emergency Medical Technician (EMT)

(Alt. RTI provided by Emergency Care and Transportation of the Sick and Injured)

Chapter 1 EMS Systems
Chapter 2 Workforce safety and wellness
Chapter 3 Medical, Legal, and Ethical Issues
Chapter 4 Communications and documentation
Chapter 5 Medical Terminology
Chapter 6 The human Body
Chapter 7 Life Span development
Chapter 8 Lifting and moving patients
Chapter 9 Patient assessment
Chapter 10 Airway management
Chapter 11 Principles of pharmacology
Chapter 12 Shock
Chapter 13 BLS resuscitation
Chapter 14 Medical overview



- Chapter 15 Respiratory emergencies
- Chapter 16 Cardiovascular emergencies
- Chapter 17 Neurologic emergencies
- Chapter 18 Gastrointestinal and urologic
- Chapter 19 Endocrine and hematologic
- Chapter 20 Immunologic emergencies
- Chapter 21 Toxicology
- Chapter 22 Psychiatric emergencies
- Chapter 23 Gynecologic emergencies
- Chapter 24 Trauma overview
- Chapter 25 Bleeding
- Chapter 26 Soft-tissue
- Chapter 27 Face and neck injuries
- Chapter 28 Head and Spine injuries
- Chapter 29 Chest injuries
- Chapter 30 Abdominal and genitourinary injuries
- Chapter 31 Orthopedic injuries
- Chapter 32 Environmental emergencies
- Chapter 33 Obstetrics and neonatal care
- Chapter 34 Pediatric emergencies
- Chapter 35 Geriatric emergencies
- Chapter 36 Patients with special challenges
- Chapter 37 Transport operations
- Chapter 38 Vehicle extrication and special rescue
- Chapter 39 Incident management
- Chapter 40 Terrorism response and disaster management
- Chapter 41 A team approach to health care

Incident management system 100 (ICS-100)

(Alt. RTI provided by FEMA Emergency Management Institute)

Incident management system 200 (ICS-200)

(Alt. RTI provided by FEMA Emergency Management Institute)

Incident management system 700 (ICS-700)

(Alt. RTI provided by FEMA Emergency Management Institute)

Total Hours 955



Appendix B

ETA-671 APPRENTICESHIP AGREEMENT

AND

**U.S. DEPARTMENT OF LABOR, OFFICE OF
APPRENTICESHIP
APPLICATION FOR CERTIFICATION OF
COMPLETION OF APPRENTICESHIP**

APPRENTICE AGREEMENT AND REGISTRATION – SECTION II

OMB No. 1205-0223 Expiration Date: 06/30/2024

PART A: APPRENTICE'S INFORMATION

| | | | |
|--|---|--|---|
| 1. First Name Middle Name (Optional) Address (No., Street, City, State, Zip Code) Telephone Number (Optional) *Social Security Number - - | Last Name Suffix (Optional) E-mail Address (Optional) 2. Date of Birth (Mo., Day, Yr.) 3. Sex (Select One) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Participant Did Not Self-Identify | Answer Both 4a. and 4b. below 4. a. Ethnicity (Select One) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Participant Did Not Self-Identify b. Race (Select One or More) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Participant Did Not Self-Identify | 5. Veteran Status (Select All That Apply) <input type="checkbox"/> Non Veteran <input type="checkbox"/> Veteran <input type="checkbox"/> Non Veteran, Other Eligible Individual <input type="checkbox"/> Veteran, Eligible <input type="checkbox"/> Participant Did Not Self-Identify 6. Education Level (Select One) <input type="checkbox"/> Not High School graduate <input type="checkbox"/> High School graduate (including equivalency) <input type="checkbox"/> Some College or Associate's degree <input type="checkbox"/> Bachelor's degree <input type="checkbox"/> Master's degree <input type="checkbox"/> Doctorate or professional degree |
| 7. Employment Status of Apprentice (Select One) <input type="checkbox"/> New Employee <input type="checkbox"/> Current Employee | | | |
| 8. Did the apprentice complete a pre-apprenticeship program prior to their registration in this apprenticeship program? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the Pre-Apprenticeship Program Name and Address: | | | |

PART B: PROGRAM SPONSOR'S INFORMATION

| | |
|--|---|
| 1. Program Number Sponsor's Name and Address (No., Street, City, State, Zip Code, County) Telephone Number Cell Phone Number (Optional) E-mail Address | 2. Occupation (The work processes listed in the standards are part of this agreement.) a. RAPIDS Code: b. O*NET Code: c. Interim Credentials Offered (i.e., Career Lattice Occupation)? |
|--|---|

| | | | | |
|--|--|--|--|---------|
| a. Sponsor's Principal Place of Business Address (If different from Sponsor's address above) | 3. Occupation Type | 4. Term Length (Hrs., Mos., Yrs.) | 5. Probationary Period (Hrs. or Wks.) | Item 3. |
| b. Employer's Name and Address (If different from Sponsor's address above) | 6. Credit for Previous On-the-Job Learning Experience (Hrs. Mos., Yrs.): a. Term Remaining (Hrs., Mos., Yrs.) | 7. Credit for Previous Related Instruction Experience (Hrs., Mos., Yrs.) | 8. Date Apprenticeship Begins a. Expected Completion Date | |

| | |
|---|---|
| 9. Related Instruction Provider(s) Name and Address | a. Total Length of Related Instruction |
| b. Are Wages Paid During Related Instruction? | c. Hours When Related Instruction Is Provided |

10. Progressive Wage Schedule:

a. Apprentice's Entry Wage \$

b. Journeyworker's (i.e., Experienced Worker's) Wage \$

| | Period | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------|-------------------------------------|---|---|---|---|---|---|---|---|---|----|
| c. Wage Rate Units | Duration (If Applicable) | | | | | | | | | | |
| | Competencies (If Applicable) | | | | | | | | | | |
| d. Wage Rate | Wage Rate | | | | | | | | | | |

11. Name and Contact Information of the Individual Designated by the Program Sponsor to Receive Complaints

PART C: AGREEMENT AND SIGNATURES

Item 3.

The program sponsor’s Apprenticeship Standards, which the sponsor certifies are in conformity with the requirements for program registration contained in 29 Code of Federal Regulations (CFR) part 29, subpart A and 29 CFR part 30, are attached and are hereby incorporated into this agreement. The program sponsor and apprentice hereby agree to the terms of the Apprenticeship Standards that are incorporated as part of this agreement, as those Standards existed on the date of the agreement.

These Apprenticeship Standards may be amended during the period of this agreement with the consent of the parties to the agreement, provided that such amendments are also in conformity with the requirements for program registration contained in 29 CFR part 29, subpart A and 29 CFR part 30.

The apprentice will be accorded equal opportunity in all phases of apprenticeship employment and training by the program sponsor, without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability.

This agreement may be canceled by either of the parties, citing cause(s), with written notice to the registration agency, in compliance with 29 CFR part 29, subpart A.

During the probationary period described in Part B above, this apprenticeship agreement may be cancelled by either party upon written notice to the registration agency. After the probationary period, this agreement may be cancelled at the request of the apprentice, or suspended or cancelled by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the Registration Agency of the final action taken.

This apprenticeship agreement does not constitute a certification under 29 CFR part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Office of Apprenticeship (OA) or the recognized State Apprenticeship Agency.

| | | | |
|---|------|---|------|
| 1. Signature of Apprentice | Date | 2. Signature of Parent/Guardian (If minor) | Date |
| 3. Signature of Sponsor’s Representative(s) | Date | 4. Signature of Sponsor’s Representative(s) | Date |
| 5. Signature of Employer’s Representative(s) (If Applicable) | Date | 6. Signature of Employer’s Representative(s) (If Applicable) | Date |

PART D: TO BE COMPLETED BY REGISTRATION AGENCY

| | | |
|------------------------------------|------------------------------------|--------------------|
| 1. Registration Agency and Address | 2. Signature (Registration Agency) | 3. Date Registered |
|------------------------------------|------------------------------------|--------------------|

4. Apprentice Identification Number:

NOTE: The collection and maintenance of the data on ETA-671, Apprentice Agreement and Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and 29 CFR part 29, subpart A. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a), in a systems of records entitled, DOL/ETA-31, The Enterprise Business Support System (EBSS) (encompassing RAPIDS), at the U.S. Department of Labor, Office of Apprenticeship. Data may be disclosed to Federal, state, and local agencies and community-based organizations, including State Apprenticeship Agencies, to facilitate statistical research, audit, and evaluation activities necessary to ensure the success, integrity, and improvement of employment and training programs. Data may also be disclosed to these organizations to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Part A: Apprentice's Information

Item 3.

Item 4a. Ethnicity

Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4b. Race

American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicate their race as "American Indian or Alaska Native" or report entries such as Navajo, Blackfeet, Inupiat, Yup'ik, or Central American Indian groups or South American Indian groups.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. This includes people who reported detailed Asian responses such as: "Asian Indian," "Chinese," "Filipino," "Korean," "Japanese," "Vietnamese," and "Other Asian" or provide other detailed Asian responses.

Black or African American: A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as "Black or African American," or report entries such as African American, Kenyan, Nigerian, or Haitian.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. It includes people who reported their race as "Fijian," "Guamanian or Chamorro," "Marshallese," "Native Hawaiian," "Samoan," "Tongan," and "Other Pacific Islander" or provide other detailed Pacific Islander responses.

White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa. It includes people who indicate their race as "White" or report entries such as Irish, German, Italian, Lebanese, Arab, Moroccan, or Caucasian.

Item 5. Veteran Status

A **Veteran** is a person who has served in the active military, naval, or air service of the United States, and who was discharged or released therefrom under conditions other than dishonorable.

A **Non Veteran, Other Eligible Individual** is a person who is a dependent spouse or child—or the surviving spouse or child—of a Veteran, and who is eligible for certain G.I. Bill and other VA-administered educational assistance benefits provided under Title 38 of the U.S. Code.

A **Veteran, Eligible** is a Veteran who is eligible for certain G.I. Bill and other VA-administered educational assistance benefits provided under Title 38 of the U.S. Code.

Item 8.

Pre-Apprenticeship: A program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one, if not more, Registered Apprenticeship program(s).

Part B: Program Sponsor's Information

Item 1. A **Program Number** is a generated number assigned to a program sponsor when a program is registered in the Office of Apprenticeship's Registered Apprenticeship Partners Information Data System (RAPIDS).

Item 1. A **Sponsor Name** is any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

Item 1b. An **Employer** is any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

Item 2. An **Occupation** refers to the occupation an apprentice will be trained in, and the occupation will be listed in the sponsor's program standards.

Item 2a. A **RAPIDS Code** is the numeric code of the occupation in the apprenticeable occupation list.

Item 2b. An **Occupational Information Network (O*NET) Code** is an 8-digit code in the O*NET data system (<https://www.onetonline.org/>).

Item 2c. **Interim Credentials** (Certificate of Training) applies to career lattice occupations. These credentials are issued by the Registration Agency upon request by the program sponsor. Interim credentials provide certification of competency attainment by an apprentice, but does not necessarily indicate completion of the program.

Item 3. **Occupation Type** refers to the following three training approaches listed below.

Item 3a. A **Time-based Approach** measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

Item 3b. A **Competency-based Approach** measures skill acquisition through the individual apprentice's successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete an on-the-job learning component of Registered Apprenticeship. The program standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies. An apprentice must be registered in an approved competency-based occupation for 12 calendar months of on-the-job-learning.

Item 3c. A **Hybrid Approach** measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.

Item 4. A **Term Length (Hrs., Mos., Yrs.)** of the occupation is based on the program sponsor's training approach as approved by the Registration Agency.

Item 5. A **Probationary Period (Hrs. or Wks.)** is the number of hours or weeks of on-the-job learning during the apprentice's probationary period. A probationary period cannot exceed 25 percent of the term length of the occupation or one year, whichever is shorter.

Item 6. **Credit for Previous On-the-Job Learning Experience (Hrs., Mos., Yrs.)** is granted by the program sponsor based upon documented evidence provided by the apprentice. An apprentice must complete a minimum of six months on-the-job learning regardless of credits for previous experience awarded.

Item 6a. The **Term Remaining (Hrs., Mos., Yrs.)** is the difference between the term length of the on-the-job learning and the credits for previous experience awarded.

- Item 7. Credit for Previous Related Instruction Experience** (Hrs., Mos., Yrs.) is granted by the program sponsor based upon documented evidence provided by the apprentice.
- Item 9a. Total Length of Related Instruction** is the duration spent in related instruction in technical subjects related to the occupation which is recommended to be not less than 144 hours per year. Item 3.
- Item 10. Progressive Wage Schedule:**
- Item 10a. Apprentice's Entry Wage** (dollar amount paid): A sponsor enters this apprentice's entry wage.
- Item 10b. Journeyworker's (i.e., Experienced Worker's) Wage:** A sponsor enters the wage per unit (i.e., hourly, weekly, monthly, quarterly, semi-annually, or annually).
- Item 10c. Wage Rate Units:** A sponsor enters the apprentice schedule of pay for each advancement period based on the program sponsor's training approach (i.e., hourly, weekly, monthly, quarterly, semi-annually, annually, or competencies).
- Item 10d. Wage Rate:** Sponsor selects either percent of journeyworker (i.e., experienced worker) wage, dollar amount of wage, or both the percent of journeyworker wage and dollar amount of wage. If the sponsor selects "Both the percent of journeyworker wage and \$ amount of wage," the sponsor can enter a percentage or dollar amount for the wage in each period.
- Item 11. Complaints:** Identifies the individual or entity responsible for receiving complaints (29 CFR 29.7(k)).

Part D: To Be Completed By Registration Agency

- Item 4. Apprentice Identification Number, RAPIDS** encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

*The submission of the apprentice's social security number is requested. The apprentice's social security number will be used for program management purposes, such as verification of the apprentice's period of employment and earnings to align with Department of Labor's job training and employment program performance indicators for measuring performance outcomes. The Office of Apprenticeship will use wage records through the State Wage Interchange System needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR part 5, to verify and certify to the U.S. Department of Labor, Wage and Hour Division, that the apprentice is a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of the occupational classification. Failure to disclose an apprentice's social security number on this form will not affect the right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of social security numbers, which is prohibited.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 U.S.C. 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room C-5321, Washington, D.C. 20210 (OMB Control Number 1205-0223).

Please check one of the boxes below:

- YES, I HAVE A DISABILITY (or previously had a disability)
- NO, I DON'T HAVE A DISABILITY
- I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.^[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

^[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at <https://www.doleta.gov/OA/eoo/>.

**U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

Item 3.

APPLICATION FOR CERTIFICATION OF COMPLETION OF APPRENTICESHIP
(If Required please type or print all information, attach additional apprentices on separate sheet)
(This Application is optional, for Sponsor utilizing Electronic Registration)

Sponsor Information

| | |
|-------------------|---------------|
| Sponsor: | Program #: |
| Address: | Contact Name: |
| City, State, Zip: | Phone: |

Apprentice Information

| |
|---------------------------------|
| Full Name of Apprentice: |
| Apprentice Registration Number: |
| Occupation: |
| Term: |
| Registration Date: |
| Date of Completion: |
| Completion Wage: |

Related Instruction Certification

| |
|---|
| Related Instruction Hours completed: |
| Related Instruction Furnished By: |
| Teacher(s) or Director(s) of Related Instruction Certifying to above information: |
| Name: _____ Address: _____ |

Request for Certificate

On behalf of the above-named sponsor, I hereby certify that the apprentice named in the application has satisfactorily completed and is working at the Journeyworker Level of his/her apprenticeship program as registered with the Office of Apprenticeship and hereby recommend the issuance of the **Certificate of Completion of Apprenticeship**

Sponsor's Signature: _____ Date: _____

Title: _____

Office of Apprentice use only:

| |
|---|
| Date Entered in RAPIDS (if required): _____ |
| Date Certificate Sent: _____ |



**U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

APPLICATION FOR CERTIFICATION OF COMPLETION OF APPRENTICESHIP
(If Required please type or print all information, attach additional apprentices on separate sheet)
(This Application is optional, for Sponsor utilizing Electronic Registration)

Authentication of Requests for Certificate of Completion of Apprenticeship

Where the Office of Apprenticeship is the Registration Agency, issuance of a Certificate of Completion of Apprenticeship to apprentices upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the sponsor certifies to the Registration Agency and requests the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests are completed either electronically using the Registered Apprenticeship Partner Information System (RAPIDS) or in writing using this form from the sponsor to the appropriate field office.

General Guidance

The sponsor will verify that the apprentice has completed all requirements of apprenticeship including a signed copy of transcripts from the sponsor, provider or sponsor of the related instruction. The field office representative shall have in evidence an electronic or written Application for Certification of Completion of Apprenticeship.

When a large number of apprentices are completing at the same time from the same occupation, one application form from the sponsor can be used with an attached list of pertinent information for the completing apprentices. When the sponsor has more than one occupation or more than one employer, the sponsor should complete separate forms for each occupation and employer, following the procedure above.

The occupation identified, must be the occupation title as listed in the most current List of Officially Recognized Apprenticeable Occupations. For sponsors who use a slightly different occupational title, OA staff may use the sponsor's title as long as the officially recognized occupational title is included in parenthesis under the sponsor's occupational title. Please see attached "sample" for reference.

The term "journeyman, journeyworker, journeyperson, etc." should not be included in the occupational title. These terms are used to describe a level of competency rather than an occupational title.

In rare instances where a program sponsor may utilize such a term above in their occupational title and that terminology is consistently used within their organization and training materials, OA staff may use that terminology on the sponsor's occupational title as long as the officially recognized occupational title is listed in parenthesis under the sponsor's title. The practice of using a level of competency in the occupational title should be discouraged when possible.

The sponsor's name on the Certificate of Completion of Apprenticeship shall be as it is registered and approved in their apprenticeship standards.

The date completed shall be the date of completion as indicated on the request form.

Issuance of Replacement OA Certificate of Completion of Apprenticeship

Replacement certificate requests shall be verified with undeniable proof that an original certificate was either issued or requested by the sponsor. This shall be verified through OA's records or the program sponsor's records. In the event a field office has no proof, yet a program sponsor does, or vice versa, a copy of that proof shall be sent to the field office and included in the program folder. The term "**Replacement Certificate**" shall be printed in 12 pt. font size on the replacement certificate in the space centered between the last line of type and the U.S. Department of Labor seal.

The Certificate of Completion of Apprenticeship shall not be used for any other purpose than completion of a Registered Apprenticeship program.



Requirements for Apprenticeship Sponsors Reference Guide

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This document accompanies and supplements the “Apprenticeship Standards” developed by the U.S. Department of Labor Office, Employment and Training Administration, Office of Apprenticeship. Sponsors are required to comply with the requirements in Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30 at all times, and part 29, subpart A and part 30 shall control in the event of conflict or ambiguity with this document. In addition to the requirements listed in the Apprenticeship Standards, sponsors should be aware of and must comply with the additional requirements listed in this document. There are two types of Boilerplate Standards, one for the programs jointly operated with a union, and one for those programs operating without a union.

Page 1 of the Boilerplate Standards is for Government usage and left blank. The OA Administrator registers the National Apprenticeship Standards and certifies National Guidelines for Apprenticeship Standards. Regional or State Director register local standards.



SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

A. **RESPONSIBILITIES OF THE SPONSOR:**

Apprenticeship Agreement: Prior to signing the apprenticeship agreement, each selected applicant must be given an opportunity to read and review the sponsor’s Apprenticeship Standards approved by the Office of Apprenticeship, the sponsor’s written rules and policies, the apprenticeship agreement, and the sections of any collective bargaining agreement (CBA) that pertain to apprenticeship. After selection of an applicant for apprenticeship, but before employment as an apprentice or enrollment in related instruction, the apprentice must be covered by a written apprenticeship agreement, which must be submitted to the Office of Apprenticeship. Such submission can be done electronically through the Registered Apprenticeship Partner Information Data System (“RAPIDS”), using the Apprentice Electronic Registration process, or on ETA Form 671. Sponsors will receive their username and login information for RAPIDS upon registration. The Sponsor must advise the Registration Agency within 45 days of the execution of each new apprenticeship agreement. The sponsor also must provide a copy of the completed apprenticeship agreement to the apprentice, the employer, and the union, if any. The sponsor must provide the Office of Apprenticeship a signed copy of ETA Form 671 indicating that the employer (if not the sponsor), the union (if applicable), and the apprentice have received the completed apprenticeship agreement. If the apprentice is a Veteran, the sponsor must provide an additional copy to a veteran’s state approving agency, for any veteran apprentice desiring access to benefits to which they are entitled.

Safety and Health Training: All apprentices must receive instruction in safe and healthful work practices. Both on the job and related instruction are to comply with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., or State standards that have been found to be at least as effective as the Federal standards.

Maintenance of Records: Program sponsors are responsible for maintaining, at a minimum, the following records: summary of the qualifications of each applicant; basis for evaluation and for selection or rejection of each applicant, including applications, tests, and test results; records pertaining to interviews; the invitation to self-identify as an individual with a disability; records of each apprentice’s On-the-Job Learning (“OJL”); related instruction reviews and evaluations; progress evaluations; record of job assignments, including job assignments in components of the occupation; records pertaining to the promotion, demotion, transfer, layoff, termination, rates of pay, other forms of compensation, conditions of work, hours of work, hours of training provided, and any personnel records relevant to equal employment opportunity (“EEO”) complaints filed with the Office of Apprenticeship or with other enforcement agencies. The sponsor must maintain all records related to compliance with EEO standards required by 29 CFR § 30.3. Program sponsors must also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the sponsor’s outreach, recruitment, interview, and selection process. Sponsors must also retain records related to reasonable accommodations.

All records retained pursuant to part 30 must clearly identify the race, sex, ethnicity (Hispanic or Latino/non-Hispanic or Latino), and when known, disability status of each apprentice, and where possible, the race, sex, ethnicity, and disability status of each applicant for apprenticeship. Each sponsor required under 29 CFR § 30.4 to develop and maintain an affirmative action program must retain both the written affirmative action plan and



documentation of its component elements set forth in 29 CFR §§ 30.5, 30.6, 30.7, 30.8, 30.9, and 30.11. All such records are the property of the sponsor and must be maintained for a period of five (5) years from the date of the making of the record or the personnel action involved, whichever occurs later. Records must be made available to the Office of Apprenticeship upon request in such form as the Office of Apprenticeship may determine is necessary to ascertain whether the sponsor has complied or is complying with its obligations.

Transfer: The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors and must comply with the following requirements:

(1) The transferring apprentice must be provided a transcript of related instruction and OJL by the committee or program sponsor; (2) Transfer must be to the same occupation; and (3) A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors. The apprentice must receive credit from the new sponsor for the training already satisfactorily completed.

Registration, Cancellation, Suspension, and Deregistration: The Office of Apprenticeship may initiate deregistration of a sponsor’s standards upon request of the sponsor or for failure of the sponsor to abide by the provisions herein and those contained in its Apprenticeship Standards. Such deregistration actions will be in accordance with the Office of Apprenticeship’s applicable regulations and procedures.

The sponsor must notify each apprentice of the cancellation of the program and its effect on active apprentices. If the Registration Agency requests the deregistration of the apprenticeship program, the sponsor will notify active apprentice(s) within 15 days of the effective date of the deregistration. The sponsor’s notification to its apprentices must specify (1) the effective date of deregistration; (2) that such cancellation automatically deprives apprentices of individual registration; (3) that the deregistration removes the apprentice from coverage for Federal purposes, and; (4) that all apprentices may contact the Office of Apprenticeship for information regarding potential transfer to other registered apprenticeship programs.

Where the Office of Apprenticeship, as a result of a compliance review, complaint investigation, or other reason, determines that the sponsor is not operating its apprenticeship program in accordance with part 30, the Office of Apprenticeship must notify the sponsor in writing of the specific violation and offer technical assistance or suspend the sponsor’s right to register new apprentices if the sponsor fails to implement a compliance action to correct the specific violation.

Amendments and Modifications: A sponsor must submit a request to its Office of Apprenticeship to amend its Apprenticeship Standards or an apprenticeship agreement. Amendments may be requested by contacting the Office of Apprenticeship using its preferred contact information as listed in Section K of the Apprenticeship Standards and must be agreed upon by all parties to the original Standards (i.e., the employer, committee, and union—note that individual apprentices are not parties to the Standards). Amendments and modification may include notice of transfers, suspensions, and cancellations of apprenticeship agreements and a statement of the reasons therefore. A copy of each amendment or modification adopted must be furnished by the sponsor to each apprentice, the Office of Apprenticeship, union (if applicable), and the apprentice to whom the amendment or modification applies.



Compliance with Federal Law: The sponsor and all entities must comply with all applicable Federal law and regulations in operating the apprenticeship program.

B. MINIMUM QUALIFICATIONS:

An apprentice must be at least 16 years old unless applicable law requires a higher age. Sponsors may note additional minimum qualifications in Section B of their apprenticeship standards where appropriate. Sponsors are prohibited from using discriminatory minimum qualifications.

C. APPRENTICESHIP APPROACH AND TERM:

The term of the occupation will be stated in Appendix A of the work process schedule and standards as time-based, hybrid, or competency-based with an OJL attainment of either hours or years, as applicable, supplemented by the required hours of related instruction. Sponsors that wish to register multiple occupations should attach a completed Appendix A for each occupation.

Requests for Certificate of Completion of Apprenticeship: The sponsor must certify the completion to OA and request a Certificate of Completion of Apprenticeship for the completing apprentice(s). Such requests are completed either electronically or in writing using the Application for Certification of Completion of Apprenticeship Form in Appendix B.

Request for a Certificate of Training: A Certificate of Training (Interim Credential) may be requested from OA, only for a registered apprentice who has been certified by the sponsor as having successfully met the requirements to receive an interim credential as identified in the sponsor’s standards. OA requires that a record of completed OJL and related instruction for the apprentice accompany such requests. Insert interim credentials in Work Process Schedule and Related Instruction Outline at Appendix A.

D. WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE:

- 1. Work Process Schedule.** As part of Appendix A, all sponsors must include a statement setting forth a schedule of the work processes in the occupation or industry divisions in which the apprentice is to be trained and the approximate time to be spent at each process. Sponsor(s) with multiple occupations must complete an Appendix A for each occupation. The sponsor may modify the work processes to meet local needs prior to submitting these Standards to the Office of Apprenticeship for approval. For free technical assistance in compiling a work process schedule, including numerous templates and examples, visit: www.apprenticeship.gov.
- 2. Related Instruction Outline.** As part of Appendix A, all sponsors must include an outline of an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice’s occupation. A minimum of 144 hours for each year of apprenticeship is recommended. This instruction may be accomplished through media such as classroom, occupational or industry courses, electronic media, or other instruction. Generally, a Related Instruction Outline should include a list of the anticipated courses, the learning objectives, and the estimated number of hours that each course will last. For free technical assistance with compiling a Related Instruction Outline, visit: www.apprenticeship.gov.



In addition to the OJL, during the apprenticeship, the apprentice must receive related instruction in all phases of the occupation necessary to develop the skill and proficiency of a journeyworker. Every apprentice is required to participate in related instruction in technical subjects related to the job as outlined as in Appendix A of the Apprenticeship Standards. Sponsors are not obligated to compensate apprentices for time spent in related instruction. Sponsors must specify in Section D of the Standards whether related instruction will be compensated. Sponsor's payment or agreement to pay apprentices for time spent in related instruction must comply with all applicable Federal, State, and local laws and regulations related to apprentice wages.

The sponsor must secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish related instruction, the sponsor may require apprentices to complete the related instruction requirement through electronic media or other instruction approved by the Office of Apprenticeship. The sponsor must inform each apprentice of the availability of college credit, if applicable.

To the extent possible, related instruction should be closely correlated with the practical experience and training received on the job. The sponsor must monitor and document the apprentice's progress in related instruction classes. The sponsor must ensure that related instruction providers meet the State Department of Education's requirements for a vocational-technical instructor in the State of registration, or be a subject matter expert, such as a journeyworker. All related instruction providers must have training in teaching techniques and adult learning styles which may occur before or after the apprenticeship instructor has started to provide the related technical instruction.

E. CREDIT FOR PREVIOUS EXPERIENCE:

Sponsors that provide apprentice applicants seeking credit for previous experience gained outside the supervision of the sponsor must accept the request at the time of application and request appropriate records and documentation to substantiate the claim. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period. An apprentice granted credit must be advanced to the wage rate designated for the period to which such credit accrues. The sponsor may grant credit toward the term of apprenticeship to new apprentices. The Office of Apprenticeship must be advised of any credit granted and the wage rate to which the apprentice is advanced within 45 days. Such notifications can be made in RAPIDS. The granting of advanced standing must apply to all applicants equally. If the sponsor plans to establish specific requirements for an apprentice to receive advanced standing, the sponsor should use the additional lines in Section E of the Apprenticeship Standards.

F. PROBATIONARY PERIOD:

During the probationary period, either the apprentice or the sponsor may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The sponsor will keep the records for each probationary apprentice. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period. Any probationary apprentice evaluated as satisfactory after a review of the probationary period must be given full credit



for the probationary period and continue in the program.

When notified that an apprentice’s related instruction or on-the-job progress is found to be unsatisfactory, the sponsor will determine whether the apprentice should continue in a probationary status and may require the apprentice to repeat a process or series of processes before advancing to the next wage classification.

After the probationary period, the apprenticeship agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the sponsor for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. For all cancellations, the sponsor must provide written notice to the apprentice and, within 45 days, notice to the Office of Apprenticeship of the action taken.

G. RATIO OF APPRENTICES TO JOURNEYWORKERS:

In Appendix A, the prospective sponsor must establish a ratio of apprentice(s) to one or more journeyworker(s), except where such ratios are expressly prohibited by a CBA. The sponsor must comply with the registered ratio at all times.

H. APPRENTICE WAGE SCHEDULE:

Apprentices must be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. The progressive wage schedule, which may include fringe benefits, will be an increasing percentage of the fully proficient or journeyworker wage rate as provided for in Section H and Appendix A of the Apprenticeship Standards. The journeyworker wage rate will serve as the terminal wage that an apprentice will receive upon completion of the apprenticeship program. The entry wage must not be less than the minimum wage set by the Fair Labor Standards Act (including overtime), where applicable, unless a higher wage is required by other Federal or State law or regulation, or by collective bargaining agreement. The number of steps in the progressive wage scale, as depicted in Appendix A, may vary based on the length and complexity of the registered apprenticeship. The schedule of wages must increase consistent with the skills acquired by the apprentice.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:

- 1. Equal Employment Opportunity Affirmative Obligations.** Sponsors are required to comply with the equal opportunity pledge in Section I and II of the Apprenticeship Standards. Sponsors with five or more registered apprentices must develop an affirmative action plan within two years of registration as required by 29 CFR § 30.4 and update the plan upon the completion of workforce analyses required by 29 CFR §§30.5(b) and 30.7(d)(2), unless it is exempt from doing so under § 30.4(d)(2). In particular, Federal agencies and Federal contractors should consult with OA to see if they qualify for an exemption or if their current Affirmative Action Plans are applicable under the part 30 requirements.

All sponsors have a duty to take affirmative steps to provide equal opportunity in apprenticeship according to 29 CFR § 30.3(b). The sponsor will designate an individual or individuals responsible for overseeing the sponsor’s commitment to equal opportunity in registered apprenticeship, for monitoring apprenticeship activity to ensure compliance with EEO requirements, to maintain required records, and to generate reports. In addition to providing apprentices with the Equal Opportunity



Pledge contained in Section 1., sponsors must: post the pledge so that it is accessible to all apprentices and applicants, including posting through electronic media; conduct orientation and periodic information sessions (including anti-harassment training) for individuals involved in the apprenticeship program, including apprentices and journeyworkers who regularly work with apprentices; and maintain records to demonstrate compliance. Sponsors must engage in universal outreach and recruitment, including developing and updating an annual list of recruitment sources that will generate referrals from all demographic groups within the relevant recruitment area, identify a contact person, mailing address, telephone number, and email address for each recruitment source, and provide recruitment sources with advanced notice of apprenticeship openings. Sponsors must maintain apprenticeship programs free from harassment, intimidation and retaliation, including providing required anti-harassment training and addresses the right of apprentices to file a harassment complaint under 29 CFR § 30.14. Sponsors must make all facilities and apprenticeship activities available without regard to race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability except that if the sponsor provides restrooms or changing facilities, the sponsor must provide separate or single-user restrooms and changing facilities to assure privacy between the sexes. Sponsors must establish and implement procedures for handling and resolving complaints about harassment and intimidation. Sponsors must comply with Federal and State EEO laws.

- 2. Discrimination/Retaliation Prohibited.** It is unlawful for a sponsor of a registered apprenticeship program to discriminate against an apprentice or applicant for apprenticeship on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to: recruitment, outreach and selection procedures, hiring and/or placement, upgrading, periodic advancement, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring. Additionally, sponsors are prohibited from discrimination in rotation among work processes; imposition of penalties or other disciplinary action; rates of pay or any other form of compensation and changes in compensation; conditions of work; hours of work and hours of training provided; job assignments; leaves of absence, sick leave, or any other leave; and any other benefit, term, condition, or privilege associated with apprenticeship. The Office of Apprenticeship will look to the legal standards and defenses applied under the Federal laws listed at 29 CFR § 30.3(a)(2) in determining whether a sponsor has engaged in an unlawful discriminatory practice.

It is also unlawful to intimidate, threaten, coerce, retaliate against, or discriminate against a participant in an apprenticeship program because the individual has: (1) filed a complaint alleging a violation of 29 CFR part 30; (2) opposed a practice prohibited by the provisions of 29 CFR part 30 or any other Federal or State equal opportunity law; (3) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under 29 CFR part 30 or any Federal or State equal opportunity law; or (4) otherwise exercised any rights and privileges under the provisions of 29 CFR part 30.

- 3. Selection Procedures.** Sponsors are prohibited from using discriminatory selection procedures. The Office of Apprenticeship will review the selection procedures provided in Section I to ensure compliance with 29 CFR § 30.10. Selection Procedures



are required no matter how many apprentices are registered in the program. In sum, selection procedures must: (1) comply with the Uniform Guidelines on Employee Selection Procedures, including the requirements to evaluate the impact of the selection procedure on race, sex, and ethnic groups and, if any selection procedure results in an adverse impact against one of those groups, demonstrating that the procedure is job related and consistent with business necessity; (2) be uniformly and consistently applied to all applicants and apprentices within each selection procedure utilized; (3) comply with title I of the ADA and the EEOC's implementing regulations at part 1630, which includes that procedures must not screen out or tend to screen out individual(s) with disabilities unless the selection criteria is job related and consistent with business necessity; and (4) be facially neutral in terms of any protected category under part 30.

J. COMPLAINT PROCEDURES:

Section J of the Apprenticeship Standards addresses four types of complaints; complaints covered by a CBA, complaints not covered by a CBA, complaints to the appropriate Office of Apprenticeship, and complaints alleging discrimination. Space is provided for the sponsor to fill-in the appropriate contact information for the contact person the sponsor wishes to designate to resolve disputes not governed by a CBA. The Office of Apprenticeship is responsible for resolving complaints that allege discrimination, or, that could not be resolved by the sponsor and do not involve a matter covered by a CBA. Space is provided for the Office of Apprenticeship to fill-in its preferred contact information. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law.

EEO Complaint Procedures (29 CFR § 30.14). An apprentice, applicant for apprenticeship, or authorized representative of an apprentice or applicant may file a complaint with the Registration Agency if the apprentice or applicant believes that:

- The apprentice or applicant has been discriminated against or harassed on the basis of race, color, religion, national origin, age (40 or older), genetic information, disability, sex, or sexual orientation with regard to apprenticeship.
- The apprentice or applicant has been retaliated against for the following:
 - Filing a complaint alleging a violation of 29 CFR part 30;
 - Opposing a practice prohibited by 29 CFR part 30 or federal or state equal opportunity law;
 - Furnishing information to, or assisting or participating in, an investigation or proceeding under 29 CFR part 30 or federal or state equal opportunity law;
 - Exercising any rights and privileges under 29 CFR part 30; or
 - Equal opportunity standards with respect to the apprentice's selection or any other benefit, term, condition, or privilege associated with apprenticeship have not been followed in the operation of an apprenticeship program.

Complaints regarding discrimination. Sponsors must provide written notice to all applicants for apprenticeship and all apprentices of their right to file a discrimination complaint and the procedures for doing so. The notice must include the address, phone number, and other contact information for the Registration Agency that will receive and investigate complaints filed under this part. The notice must be provided in the application



for apprenticeship and must be displayed in a prominent, publicly available location where all apprentices will see the notice. The notice must contain the specific wording set forth at 29 CFR §30.14(b).

Other general complaints. J.2 addresses complaints concerning issues covered by the apprenticeship agreement or standards, but not covered by a CBA or concerning discrimination or other equal opportunity matter. The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within the timeframe described in J.2. Either party to the apprenticeship agreement may consult with the Registration Agency for an interpretation of any provision of these standards over which differences occur.

Such complaints must be in writing, signed by the complainant or the authorized representative, and must be submitted within 60 days of any final sponsor decision. The complaint must set forth the specific matter(s) complained of and state the relevant facts and circumstances. Copies of any pertinent documentation must accompany the complaint.

K. OFFICE OF APPRENTICESHIP GENERAL CONTACT INFORMATION:

The Registration Agency is either the National Office of Apprenticeship or the local OA representative in which the standards are registered. General Contact information will be provided as part of the registration process.

SECTION II – APPENDICES AND ATTACHMENTS

Appendix A - Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures and Probationary Period: See Sections D, F, G, H, and I of this Reference Guide. Sponsor(s) with multiple occupations must complete an Appendix A for each occupation.

Appendix B (ETA Form 671 – Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship: May be completed in RAPIDS after program registration.

Appendix C (Affirmative Action Plan (AAP): Sponsors are required to develop an AAP within two years of registration for programs with (5) five or more registered apprentices. Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship’s website.

Appendix D (Employer Acceptance Agreement): A sample agreement has been provided for employers who choose to sign on under the sponsor’s approved standards. Please use Appendix D when developing standards for multiple employers.

SECTION II PART 1 – COLLECTIVE BARGAINING PROVISIONS (IF APPLICABLE)

Section II Part 1 is for sponsors registering a program where the apprentices will be covered by a CBA. Such sponsors must furnish to the appropriate union a copy of its completed Apprenticeship Standards as well as all attachments. Normally, the appropriate union officials should sign in the designated spaces. However, if the union elects not to participate in the registration process, the Office of Apprenticeship will allow 45 days to receive union comments



before registering the program.

SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), Registered Apprenticeship program sponsors are required to provide a written assurance that the sponsor: (1) is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program; (2) will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and (3) will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

This requirement applies to “any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act” (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to this requirement.

SECTION IV – SIGNATURES

The Program Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.

SECTION V – DISCLOSURE AGREEMENT (Optional)

Program Sponsors may indicate their preference and authorization for OA staff to share the Work Process Schedule and Related Instruction Outline in Appendix A with other entities seeking to establish Apprenticeship Programs.

GLOSSARY OF TERMS

1. **APPRENTICE:** Means a worker at least 16 years of age, except where a higher minimum age standard is otherwise fixed by law, who is employed to learn an apprenticeable occupation as provided in §29.4 under standards of apprenticeship fulfilling the requirements of §29.5.
2. **APPRENTICESHIP AGREEMENT:** Means a written agreement, complying with §29.7, between an apprentice and either the apprentice’s program sponsor, or an apprenticeship committee acting as agent for the program sponsor(s), which contains the terms and conditions of the employment and training of the apprentice.
3. **APPRENTICESHIP APPROACHES:**
 - a. **COMPETENCY-BASED APPROACH:** Measures skill acquisition through the individual apprentice’s successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete an on-the-job learning component of Registered Apprenticeship. The program



standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies.

- b. HYBRID APPROACH:** Measures the individual apprentice’s skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.
- c. TIME-BASED APPROACH:** Measures skill acquisition through the individual apprentice’s completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.
- 4. CERTIFICATE OF COMPLETION OF APPRENTICESHIP:** The credential issued by the Office of Apprenticeship to those registered apprentices certified and documented as having successfully completed the apprentice training requirements outlined in these standards of apprenticeship.
- 5. EMPLOYER:** Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.
- 6. EMPLOYER ACCEPTANCE AGREEMENT:** Means an agreement between the sponsor and an undersigned participating employer, which agrees to carry out the intent, purpose, rules and decisions of the sponsor established under an approved set of Registered Apprenticeship Standards.
- 7. JOURNEYWORKER:** Means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)
- 8. TRAINING REQUIREMENTS:**

 - a. ON-THE-JOB LEARNING (OJL):** Tasks learned on-the-job, in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.
 - b. RELATED INSTRUCTION:** Means an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice’s occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Office of Apprenticeship.
 - c. WORK PROCESS SCHEDULE:** An outline of the tasks in which the apprentice will receive supervised work experience and training on the job, and the allocation of the approximate amount of time to be spent in each major process.
- 9. REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS):** A Federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.
- 10. SPONSOR:** Means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-15 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection to the Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: David Cameron – City Administrator

Date: April 16, 2024

Issue Statement

Requirement of the Missouri Code of State Regulations (CSR) for connection to publicly owned treatment works.

Discussion and/or Analysis

During the Missouri Department of Natural Resources (MDNR) review of Chapter 715 of the Municipal Code of the City of Republic as part of the State Revolving Loan Fund application and approval. MDNR found that the sewer use requirements do not comply with state regulations 10 CSR 20-4.040(16) which states that all users are to connect to the system within 90 days of service availability. Currently section 715.130 requires the connection to be made within 180 days of service availability. This ordinance amendment corrects the maximum allowable time to be in accordance with state regulation.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VII (“UTILITIES”), CHAPTER 715 (“SEWERS AND SEWAGE DISPOSAL”), ARTICLE 715-II (“USE OF THE PUBLICLY-OWNED TREATMENT WORKS”), SECTION 715.130 (“CONNECTION TO THE PUBLICLY OWNED TREATMENT WORKS”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, in an effort to fund the remaining amount(s) owed by the City on the wastewater treatment system improvements, and as recently approved by this Council, the City is in the process of applying for State Revolving Loan Funds through the Missouri Department of Natural Resources (MDNR); and

WHEREAS, MDNR notified the City that during its review of Chapter 715 of the Municipal Code of the City of Republic, as part of the State Revolving Loan Fund application and approval process, MDNR found that the sewer use requirements currently codified in Chapter 715 of the Municipal Code do not comply with state regulation 10 CSR 20-4.040(16) which requires all users to connect to the system within 90 days of service availability;

WHEREAS, currently, Republic Code Section 715.130 requires the connection to be made within 180 days of service availability; and

WHEREAS, the City Council finds it necessary and in the best interest of the City to amend Republic Code Section 715.130 to align with the above-referenced state regulation, in order to maximize the likelihood of approval of the City’s application for the SRF funds.

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

Section 1: Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection To The Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri is hereby amended to read as follows:

Title VII Utilities

715.130 Connection To The Publicly Owned Treatment Works

- A. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purpose, situated in the City or in any area where there is an availability of sewers in a jurisdiction with which the City has an interjurisdictional sewage treatment agreement and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer of the City, is hereby required, at his/her expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this Chapter within one

~~hundred eighty (180)~~ **ninety (90)** days after sewer service is available, provided such sanitary sewer is within three hundred (300) feet of all structures used for human occupancy, employment, recreation or other purposes. In the event there is no sanitary sewer within three hundred (300) feet of the structure, the owner may request permission of the City to construct and maintain an adequate on-site wastewater treatment system installation at the owner's expense, until such time as a sanitary sewer is made available. At which time a public sanitary sewer does become available, the owner shall connect the building sewer to the public sanitary sewer. The owner shall remove the septage from the sewage tank and dispose of it in an approved manner, and the sewage tank shall be abandoned and filled with suitable material or be removed.

- B. No person shall make any connection to the POTW, either direct or indirect, without written permission from the Director nor reconnect wastewater services when such services have been disconnected for non-payment of a bill for wastewater services unless such bill for wastewater services, including charges for disconnection, has been paid in full.
- C. No person shall tap into any sanitary sewer line of the POTW except by using an approved tapping method and an approved connection fitting unless otherwise approved by the Director. The Director shall develop reasonable rules and regulations on tapping and connecting procedures. These rules and regulations shall take force and effect five (5) days after the same shall be filed in the office of the City Clerk.
- D. The building sewer shall be constructed and conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City. The building sewer shall be constructed of Schedule 40 or heavier polyvinyl chloride (PVC), cast-iron soil pipe or any other material as approved by the Director with an inside diameter of no less than four (4) inches. Joints of the building sewer shall be watertight and rootproof. Joints for PVC pipe can be either the gasketed type or glue on. If the joints are to be glued, then an approved primer/cleaner and solvent-type cements shall be used. The primer/cleaner shall be purple in color for identification purposes. Ninety-degree ells or bends shall not be allowed at any point of the building sewer. At the point where the building drain connects to the building sewer, there shall be a tee or wye and a cleanout extended above the flow line of the building sewer and the line brought up above the surface of the surrounding ground. The pipe shall have an approved cap or screw-in plug to be used for access. The building sewer shall be laid at a minimal slope of one quarter (1/4) inch of fall per foot of horizontal distance and may not be located within two (2) feet of a side property line unless the sanitary sewer main is positioned along the side property line. The connection of the building

drain to the building sewer shall be made at a point not less than three (3) feet from the foundation and not more than five (5) feet from the foundation. The cleanout must be of the same size of pipe as the building sewer up to the foundation. All pipe and fittings must be installed with granular pipe embedding, consisting of crushed or chipped limestone with a nominal size of not less than one-half (1/2) inch or greater than one (1) inch. Bedding material shall be used to provide a uniform trench bottom. A minimum bedding of two (2) inches above and below the exterior of the pipe is required. When the building sewer runs in excess of one hundred (100) linear feet, additional cleanouts shall be installed a maximum of one hundred (100) linear feet apart. The building sewer shall not be installed in the same trench as the water supply line. Water service pipe and building sewer shall be separated by five (5) feet of undisturbed or compacted earth. An eighteen-inch vertical separation shall be required between the building sewer and water supply line. Where this vertical separation cannot be complied with, then the building sewer and water supply line shall be without joints or connections until a five-foot separation is obtained. When existing conditions do not allow specified separation, sealed encasement shall be provided for either line until separation is achieved. Building sewers laid under drives, parking lots or traffic areas shall be either encased in metal conduit or shall be covered with a minimum of six (6) inches of crushed or chipped limestone, as specified herein, on all sides of the pipe, or the pipe shall be cast iron or ductile iron.

- E. The maintenance and repairs of the building sewer shall be the responsibility of the owner to the point of connection with the City's sanitary sewer main. This shall include when the building sewer crosses any street, road, highway, alley or right-of-way.
- F. For building sewers constructed or replaced after January 1, 2016, a minimum 12-gauge single strand copper clad steel high-strength conductive tracer wire with HDPE insulation shall be installed directly above and adjacent to the customer's building sewer line, where such piping is located within the public right-of-way. Wire splices shall be made with either rigid fittings or weatherproof connectors specifically designed for direct burial. Electric ground shall be established by splicing on to existing tracer wire where available or using a minimum one-inch copper grounding rod driven into the trench bottom near the sewer main. The tracer wire shall be installed directly above the building sewer line and taped every ten (10) feet using poly tape. The tracer wire shall be extended to the surface adjacent to the building clean out and housed within a protective enclosure constructed of Schedule 40 PVC pipe and a Schedule 40 PVC threaded clean out or an alternately constructed

housing as may be approved by the City. The protective enclosure shall be extended to grade, installed so it is easily accessible but shall not be located within any driving or parking surface unless rigid clean-out fittings are used.

1. This provision shall apply to building sewers operating under pressure or vacuum except that protective housings for accessing the tracer wire shall be located adjacent to the associated pump vault.
- G. A separate and independent building sewer shall be provided for every building and each individual premises intended to be maintained and owned separately, except where one (1) building may stand at the rear of another building in an interior lot and no public sanitary sewer is available or can be constructed to the rear building through any street, alley or right-of-way, in which case the building sewer from the front building may be extended to the rear building.
- H. Whenever possible, the building sewer shall be brought to the building drain at an elevation that will permit gravity flow into the building sewer. In all buildings in which any building drain is too low to permit gravity flow to the sanitary sewer, the sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building drain or the nearest point that will permit gravity flow to the sanitary sewer. In any and all cases where the building drain or the drain of any plumbing fixture that drains by gravity is at a lower elevation than the highest elevation of the closest upstream manhole, which is part of the sanitary sewer main to which the building sewer is connected, a backwater valve shall be installed on the building sewer. A backwater valve shall also be installed on the upstream portion of the building sewer if at any point of the building sewer there is a connection of a pressurized discharge line from a pump used to carry water from a building subdrain to the building sewer. All bearing parts of backwater valves shall be of corrosion-resistant material. Backwater valves shall comply with ASME A112.14.1, CSA CAN/CSA-B181.1 or CSA CAN/CSA-B181.2. Backwater valves shall be so constructed as to provide a mechanical seal against backflow. Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed. Backwater valves shall be installed so that access is provided to the working parts for service and repair.
- I. Old building sewers may be used in connection with a new building only when the old building sewer is constructed per this Section. Building sewers constructed of any non-approved materials shall be abandoned and disconnected at the point of connection to the public sanitary sewer.

J. The Public Works Director shall be notified twenty-four (24) hours before the building sewer and connection to the public sanitary sewer is ready for inspection. The ditch shall not be backfilled until the inspection is made with approval given. Documentation of the location of the lateral shall be made at the time of inspection and shall be transferred to a permanent recordkeeping system established to document the same. A building sewer line inspection fee as provided for in the fee schedule found in Section 805.100 shall be submitted to the City prior to inspection or approval for service. The City may refuse to give sanitary sewer service for failure to conform to the requirements contained herein.

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

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

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this ____ day of May, 2024.

Attest:

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

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 16, 2024

Issue Statement

Agreement to secure ROW and access for a Public Street to serve the new Republic Middle School.

Discussion and/or Analysis

This agreement formalizes the conditions for which access and improvements will be made for access to the Republic Middle School at FR 107 and US Highway 60. The property owner who is providing ROW in exchange for like square footage from the school will have access changes as per MODOT standards and this agreement formalizes the conditions for all parties. The property exchange will occur between the School District and DPI. Once the School District completes the construction and improvements for access the School District will dedicate the right-of-way and public street infrastructure.

This is one of two IGA's executed for improvements and access along Highway 60. The access point identified as a future signalized intersection as part of the 2027 6 lane expansion of Highway 60 will have all the necessary right-of-way (ROW) for a fully expanded intersection. The ROW will be dedicated to the city for public street access and the city will provide ROW to MODOT as needed for the improvements for 2027.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH REPUBLIC R-III SCHOOL DISTRICT AND DRURY PROPERTIES INC. FOR RIGHT OF WAY ACCESS AND OTHER RELATED OBLIGATIONS AS PART OF THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Drury Properties, Inc. (“Drury”) currently owns approximately 2.12 acres of improved real property located near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new school building on certain real property it owns immediately to the north of the Property; and

WHEREAS, in order to ensure safe and adequate access to the new school, once constructed, certain infrastructure and improvements must be made to various areas surrounding the Property, including portions of the Property itself; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, the School District has agreed to convey its interest in approximately 0.86 acres of its land to Drury in exchange for Drury’s agreement to grant the City right-of-way access to the affected portion of the Property; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement (IGA) with Drury and the School District in order to set forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with Drury and the School District, as it will help to advance the priority of ensuring safe, adequate access to and from the new intermediate school at the impacted location.

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

Section 1: The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III School District and Drury Properties, Inc. setting forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”

Section 2: The Mayor and/or the City Administrator, 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

LAND EXCHANGE AND DEVELOPMENT AGREEMENT

This **Land Exchange and Development Agreement** (“Agreement”) is entered into 2 April 2024, by and among the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, being duly organized and existing under the laws of the State of Missouri (“City”), the Greene County Reorganized School District No. 3, a public school district and political subdivision of the State of Missouri, also known as the Republic School District (“District”), and Drury Properties, Inc., a Missouri corporation (“Drury”). City, District, and Drury may be referred to together as “the Parties.”

WITNESSETH:

WHEREAS, Drury currently owns the improved real property located at 5905 U.S. Hwy 60 near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic, Missouri, as shown on **Exhibit A** hereto (the “Drury Property I”); and

WHEREAS, Drury currently owns the improved real property located at 5745 U.S. Highway 60 in Republic, Missouri, as shown on **Exhibit B** hereto (the “Drury Property II”); and

WHEREAS, District currently owns the unimproved real property adjacent to and north of the Drury Property I (the “District Property”) and District is planning for construction of a new school building on the District Property; and

WHEREAS, The Missouri Highways and Transportation Commission (“MHTC”) owns and maintains U.S. Highway 60 as a limited access highway, and as a cooperative endeavor with City, District and Drury, MHTC has acknowledged a need for a break in access in U.S. Highway 60 for a realigned Farm Road 107 on U.S. Highway 60; and

WHEREAS, in order to ensure safe and adequate access to the new school, once constructed, certain infrastructure and other improvements must be made to various areas surrounding the Drury Property I, including portions of the Drury Property I itself; and

WHEREAS, among those necessary improvements is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Drury Property I; and

WHEREAS, the District has agreed to convey to Drury approximately 0.86 acres (37,735 square feet) of land located immediately to the north of the Drury Property I, as described on **Exhibit C**), in exchange for Drury conveying to the City a portion of the Drury Property I consisting of approximately 0.6 acres, as described on **Exhibit D**; and

WHEREAS, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, upon completion of the transfer of the aforementioned 0.86 acres of property from District to Drury, Drury will transfer the aforementioned 0.6 acres of property to the City, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and agreements set forth herein, the Parties mutually acknowledge and agree as follows:

1. **Consideration and Terms.** In exchange for Drury's transfer to City of the fee simple interest in the approximately 0.6 acres of real property described on Exhibit D by the deed the form of which is attached as **Exhibit E** (the "Drury Deed"), and in exchange for District's transfer to Drury of the 0.86 acres of real property described on Exhibit C by the deed the form of which is attached as **Exhibit F** (the "District Deed"), each such exhibit expressly incorporated as though fully set forth at length in this Agreement, the Parties agree to the following terms:

- a) Construction of the new/realigned Farm Road 107 may commence upon recordation of the District Deed, or, alternatively, upon recordation of the of the Drury Deed.
- b) The Parties agree that the current access to U.S. Highway 60 from the Drury Property I will remain intact and unencumbered until such time as the alternate access points outlined in this Agreement are constructed. Further, access to the improvements currently located at the Drury Property I, including the building and parking spaces/areas, will remain intact and unencumbered until such time as the alternate access points are provided. Until that time, access to the building located at the Drury Property I will be unimpeded, as will all parking spaces, including those existing parking areas to the south and east of the building.
- c) To the extent fencing on the Property must be removed or altered in connection with construction of the new/realigned Farm Road 107, Drury, at the cost and expense of City, shall be entitled to replacement/repair of such fencing in an agreeable configuration, for the purpose of securing the business that currently operates from the building on the Drury Property I.
- d) The Parties recognize that Drury shall have the right to immediate use of the property deeded to Drury by District, upon completion of such transfer.
- e) Access points:
 - i. Drury shall have full ingress to and egress from the Drury Property I along the newly constructed/realigned Farm Road 107, at 300 feet from the centerline of U.S. Highway 60. Drury recognizes and acknowledges that MHTC intends to construct a fully signalized intersection at U.S. Highway 60 and the newly constructed/realigned Farm Road 107 during the year 2027, at which time Drury's access may become inherently or in fact restricted to right in, right out access, which shall not in any way constitute a breach of this Agreement.
 - ii. Drury shall have secondary full access in an agreeable location to the north of the Drury Property I to service the Drury Property I from the portion of Farm Road 107 that is being constructed. The construction of such secondary full access will be at no cost or expense to Drury, but shall rather be fully paid for by City. The

rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.

- iii. Drury and City acknowledge that both access points referenced above will be constructed to the new right-of-way line from the roadway, and further that if additional grading is needed beyond those right-of-way lines to service the Drury Property I, such work shall be provided in conjunction with the project.
- iv. Drury acknowledges that MHTC intends to provide access to the Drury Property II at the nearest lane of U.S. Highway 60 (to be a shared access with the property located at 5731 U.S. Highway 60) (the "Drury Property II Access"). City and District will cooperate with Drury to ensure MHTC provides such access. The Drury Property II Access will be located at or near the existing access located at the eastern property line of Drury Property II. Drury acknowledges that a traffic study may be required at or prior to the time of development of the Drury Property II, depending upon the use(s) and development plan of the Drury Property II. City and District will cooperate with Drury to obtain MHTC's acknowledgement that the results of such traffic study will require an expansion of the current access to U.S. Highway 60 at the property located at 5731 U.S. Highway 60. The rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.
- v. At no cost to Drury, an additional access to the Drury Property II shall be provided along a future backage road extension of Farm Road 107, in conjunction with development of the Drury Property II, 5731 U.S. Highway 60, or the development of the City-owned parcel located to the north, provided that funds for such access are available to City and approved by the City Council. The access referenced in this sub-paragraph is expressly contingent upon availability of funds and approval by City Council of the specified uses for those funds. The rights of Drury granted under this provision may, at Drury's option, be recorded in the form of a memorandum set forth as Exhibit G.
- f) The City agrees to install (1) a waterline extension along the northern property line to the northwest corner of the Drury Property I with a flush hydrant for future development; (2) a flush hydrant on the existing main located along the eastern property line of the Drury Property I; and (3) a fiber optics cable along the northern property line to the northwest corner of the Drury Property I. The Parties acknowledge and agree that this work is considered ancillary to the road construction referenced herein and District's installation of waterline and fiber optics to service the new school building on the District Property.

- g) It is understood and agreed by the Parties that City's agreements contained herein regarding infrastructure and other improvements to various areas surrounding the Drury Property I to provide access to the District Property serves as consideration for District's transfer of the portion of the District Property described in Exhibit C to Drury. The Parties further understand and agree that if Drury transferred the real property described in Exhibit D to District, that District would then immediately transfer the same to City as consideration for City's agreements contained herein, and that the direct transfer to City from Drury is being done as a matter of convenience for the Parties.
- h) Closing of the transfers (the "Closing") under the Drury Deed and the District Deed will be completed at Hogan Land Title (1605 E Sunshine, Springfield, MO 65804), on or about 1 May 2024; *provided, however*, the Parties acknowledge and agree that as a condition precedent to any Party's obligation to commence and complete the Closing, MHTC and the Parties shall have executed a memorandum of understanding setting forth the Parties' and MHTC's understandings as to the matters concerning MHTC described in this Agreement. Each of Drury and City shall be responsible for their own costs of inspection, title review, recording, legal expenses and any other cost associated with the transfer of the respective real property.

2. **Terms of Real Property Transfer.** The following terms shall govern the transfers under the Drury Deed and the City Deed:

- a) The real property described in Exhibits C and D are being conveyed and accepted "as is" without any warranty as to title or condition.
- b) Drury represents and warrants that it is the fee simple owner of the approximately 0.6 acres of real property described on Exhibit D and has the full capacity, right, power, and authority to transfer the same to City.
- c) District represents and warrants that it is the fee simple owner of the 0.86 acres of real property described on Exhibit C and has the full capacity, right, power, and authority to transfer the same to Drury.
- d) District and Drury each represent that:
 - i. It has not, and will not prior to the Closing, encumber, pledge, assign to interest in, or enter into any obligation or lease or rental agreement with respect to the real property it is transferring without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
 - ii. It has not, and will not prior to the Closing, make any alteration to the physical condition of its respective real property being transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- iii. All valid bills and claims for labor and services furnished to or for the benefit of the respective real property being transferred and for any period prior to the Closing shall be paid in full by the Closing.
- iv. To the best of the party's knowledge, there is no claim, suit, action, arbitration, legal, or other proceeding, or governmental investigation pending which affects its respective real property being transferred and none are threatened of which the party has knowledge or should have knowledge.
- v. The representations, warranties, covenants, and agreements contained in this Agreement shall survive Closing and the delivery of the deeds, without limitation.

3. **Public Entity Immunity.** The City and District preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver by the City or District of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., et seq.

4. **Law and Venue.** This Agreement shall be governed by the laws of the State of Missouri. Any lawsuit, claim, or other action filed by or against one or both of the Parties to this Agreement relating in any way to the interpretation of this Agreement or to the exercise of rights and/or duties under this Agreement, shall have proper venue solely in the Circuit Court of Greene County, Missouri,

5. **Assignment.** No party may assign their rights or obligations under this Agreement without the prior written consent of the other party. Except, the right of Drury under this Agreement as recorded in the land records of Greene County shall attach to and be conveyed to any subsequent owner of the Drury Property I or Drury Property II.

6. **Severability.** A determination by a court of competent jurisdiction that any clause, sentence, paragraph, section, or part of this Agreement is unconstitutional, invalid or otherwise unenforceable shall not affect in any way the validity or enforceability of the remaining clauses, sentences, paragraphs, sections or parts of this Agreement.

7. **Entire Understanding.** This Agreement constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

8. **Headings.** The headings formatted in bold herein are merely for purposes of convenience and reference only, and do not constitute material terms of this Agreement.

9. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses in this Agreement above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this Agreement.

10. **Notice.** All notices and requests required or authorized under this Agreement will be given in writing either (i) by personal delivery, or (ii) by commercial courier service, or (iii) by electronic mail in “portable document format” (“.pdf”), with delivery being completed on actual delivery occurring or delivery receipt being received by the sender, directed to the respective addresses of the Parties described below, with the date on which any such notice is received by the addressee being deemed the date of notice (and with each Party waiving any claim of failure to provide notice if provided in any other manner in the event notice is actually received):

If to City: City of Republic
Attn: Karen Haynes
204 N. Main Avenue
Republic, MO 65738
Email: khaynes@republicmo.com

If to District: Republic School District
Attn: Superintendent
636 N. Main Avenue
Republic, MO 65738
Email: Matt.Pearce@republicschools.org

If to Drury: Drury Properties, Inc.
C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804
Email: mitch@druryproperties.com

With a copy to (such copy not to constitute notice):

Husch Blackwell LLP
Attn: Michael A. Cosby
3810 E. Sunshine, Suite 300
Springfield, MO 65809
Email: michael.cosby@huschblackwell.com

IN WITNESS WHEREOF, the Parties caused this Land Exchange and Development Agreement to be executed in their respective hand and upon their behalf.

CITY OF REPUBLIC, MISSOURI

DRURY PROPERTIES, INC.

By _____
Matthew Russell, Mayor

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

GREENE COUNTY REORGANIZED SCHOOL DISTRICT NO. 3

Laura Burbridge, City Clerk

Date: _____

By: _____

APPROVED AS TO FORM:

Name: _____

Megan McCullough, City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PROJECT LOCATION AND PROPERTY OWNERS
DRURY PROPERTY I
DISTRICT

[TO BE PROVIDED]

EXHIBIT B
PROJECT LOCATION AND PROPERTY OWNERS
DRURY PROPERTY II

[TO BE PROVIDED]

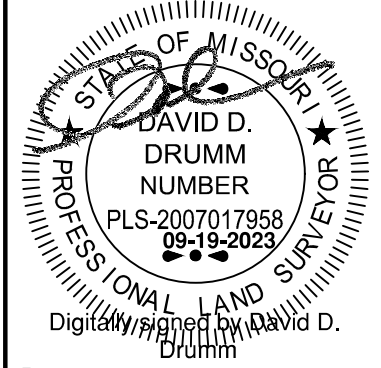
EXHIBIT C
LEGAL DESCRIPTION
0.86 ACRES FROM DISTRICT TO DRURY
[TO BE PROVIDED]

EXHIBIT D
LEGAL DESCRIPTION
0.6 ACRES FROM DRURY TO CITY
[TO BE PROVIDED]

EXHIBIT E
FORM OF DEED
0.6 ACRES FROM DRURY TO CITY
[TO BE PROVIDED]

EXHIBIT F
FROM OF DEED
0.86 ACRES FROM DISTRICT TO DRURY
[TO BE PROVIDED]

EXHIBIT G
FORM OF MEMORANDUM
DRURY'S RIGHTS
[TO BE PROVIDED]



Date: 2023.09.19 15:52:57-0500'

| REV. NO. | DATE | REVISIONS DESCRIPTION | BY |
|----------|------------|---|-----|
| 1 | 09/19/2023 | Update to City Staff Language & Subdivision Name Change | DDD |

| REV. NO. | DATE | REVISIONS DESCRIPTION | BY |
|----------|------------|---|-----|
| 1 | 09/19/2023 | Update to City Staff Language & Subdivision Name Change | DDD |

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|----------|------------|---|-----|
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drawn by: CDA
surveyed by: BS/COJS
checked by: DDD
approved by: DDD
project no.: B22-06139
drawing no.: V_MLD_B2206139
date: 09.31.23

EXHIBIT A

MINOR SUBDIVISION REPUBLIC INTERMEDIATE SCHOOL SUBDIVISION

PART OF THE NE¼ OF THE SE¼
SECTION 2, TOWNSHIP 28 NORTH, RANGE 23 WEST
CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

Commencing Point
Ex. 1/2" Iron Bar
NE Corner, SE¼
Sec. 2, T28N, R23W

DEVELOPMENT NOTES

Total Area: 104,336± sf - 2.395± ac
Total No. of Lots: 1
Source of Title: Book 2008, Page 021115-08
Book 2022, Page 050613-22
Current Zoning: M-1 (Light Manufacturing District)

Minimum Building Setbacks

Front Yard: 15.0 feet
Rear Yard: 15.0 feet
Side Yard: 15.0 feet for interior setback
15.0 feet at an intersection of Local/Local Streets
15.0 feet at an intersection of Collector/Local Streets
15.0 feet at an intersection of a Collector and greater class streets.

NOTES

- Maintenance of any area referred to or shown as right-of-way or easement is the responsibility of the property owner.
- 1/2" Iron Bar w/ plastic cap "LC 366" set at all lot corners (except as noted).
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0316E, Effective Date 12/17/2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).

DESCRIPTION

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08 and Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼, thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 472.28 feet; thence S57°26'49"W, a distance of 106.41 feet; thence S85°30'36"W, a distance of 92.02 feet; thence N32°30'27"W, a distance of 336.10 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING. Containing 104,336 square feet (2.395 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

CERTIFICATE OF APPROVAL BY THE BUILDS DEPARTMENT STAFF

In accordance with the provisions as set forth in the Subdivision Regulations of Republic, Missouri, I do hereby certify that on the _____ day of _____, 2023, by the BUILDS Department approved the request for a minor subdivision for _____. Any further subdivision of the above described land or modifications of the land description(s) will require reapproval in accordance with the Subdivision Regulations of the City of Republic, Missouri.

BUILDS Department _____ Date _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

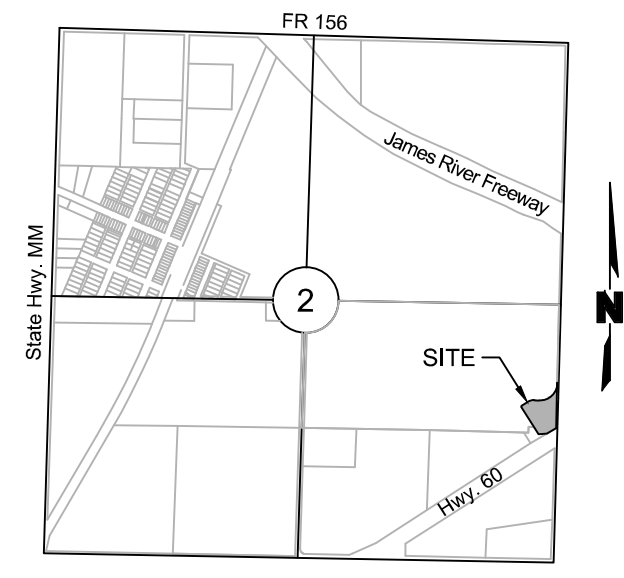
CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

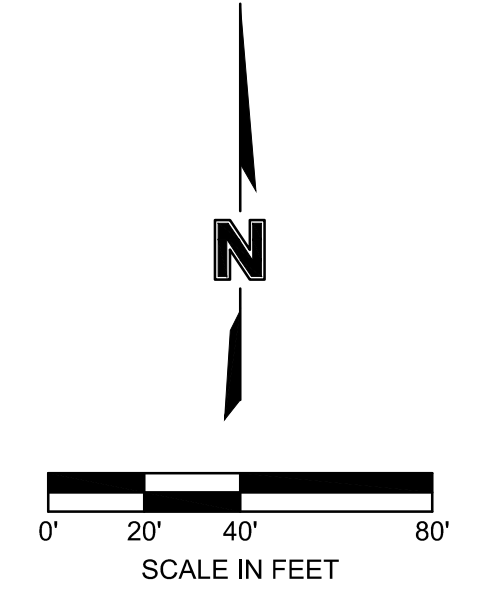
That I, David D. Drumm, do hereby certify to Republic School District and Drury Properties, Inc., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated August 25, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards for Urban Class Property Boundary Surveys.

David D. Drumm, PLS 2007017958
Olsson Associates, MO LC 366
ddrumm@olsson.com

09/19/2023
Date

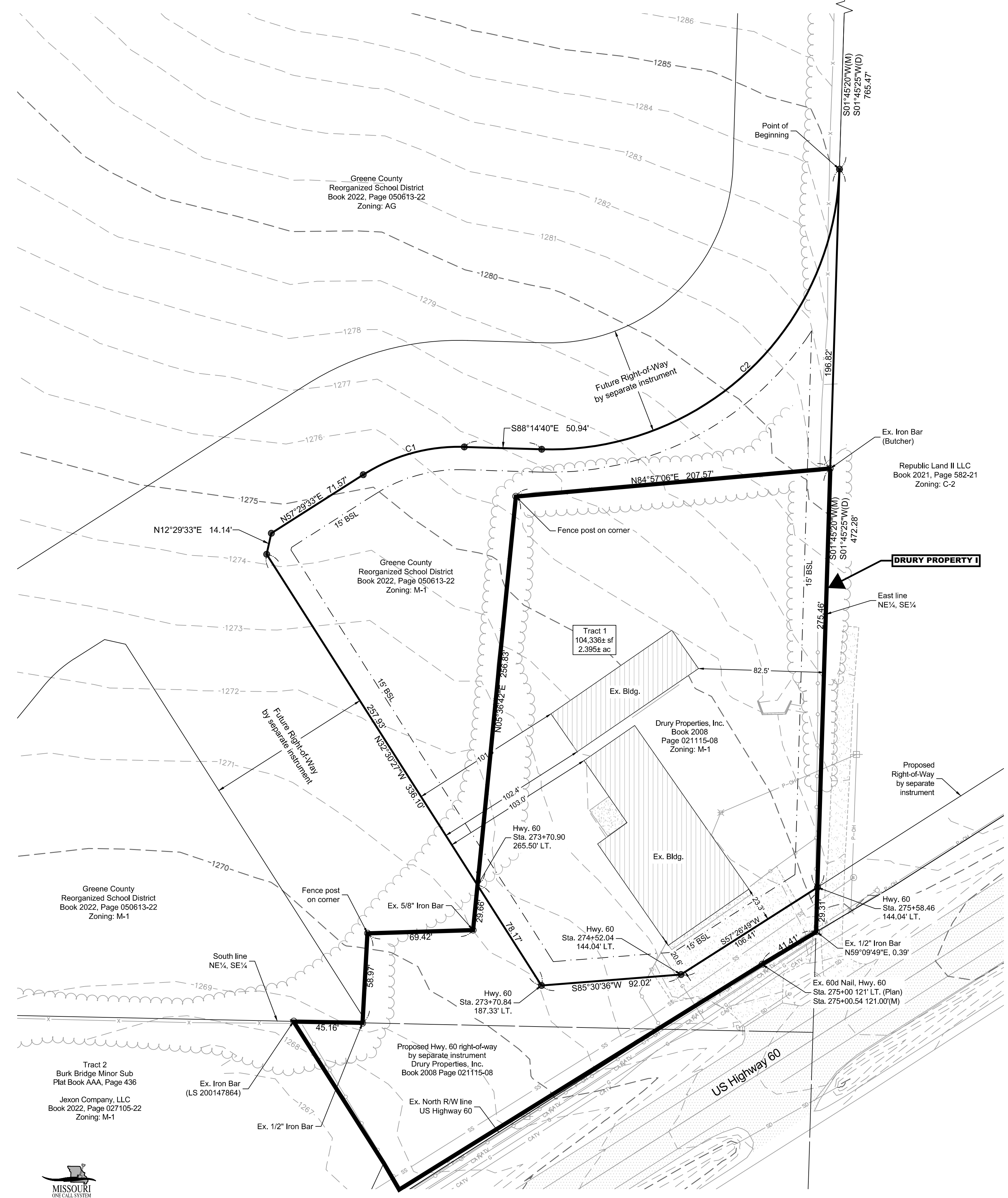


LOCATION MAP
Sec. 2, T-28-N, R-23-W
Scale: 1"=2000'



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network



PREPARED FOR

Republic School District
518 N. Hampton Avenue
Republic, MO 65738

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND

- Found Monument (As Noted)
- Set 1/2" Rebar w/plastic cap, "LC 366"
- BSL Building Setback Line
- (M) Measured
- (D) Deeded

| # | Radius | Length | Delta | Chord | Chord Bearing |
|----|---------|---------|-----------|---------|---------------|
| C1 | 117.00' | 69.97' | 34°15'47" | 68.93' | N74°37'26"E |
| C2 | 190.00' | 298.45' | 90°00'00" | 268.70' | N46°45'20"E |

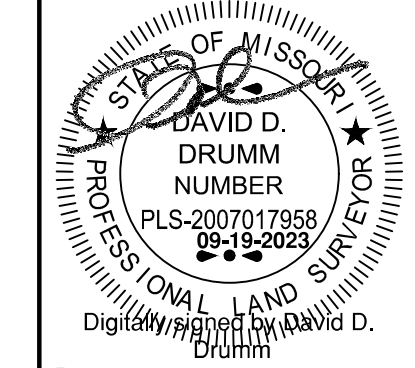


1-800-DIG-RITE OR 811
www.mot1call.com

DWG: F:\2022\0601-06500\022-06139\40-Design\Survey\SRV\Sheets\V_MLD_B2206139.dwg USER: ddrumm
DATE: Sep 19, 2023 3:46pm XREFS: C:\BASE\02206139_V_XTOPC_02206139_V_XBNDY_02206139

olsson

Olsson, Inc. - Survey Missouri Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL: 417.899.8802
www.olsson.com



Date: 2023.09.19 15:52:57-0500'

| REV. NO. | DATE | REVISIONS DESCRIPTION | BY |
|----------|------------|---|-----|
| 1 | 09/19/2023 | Update to City Staff Language & Subdivision Name Change | DDD |

REVISIONS

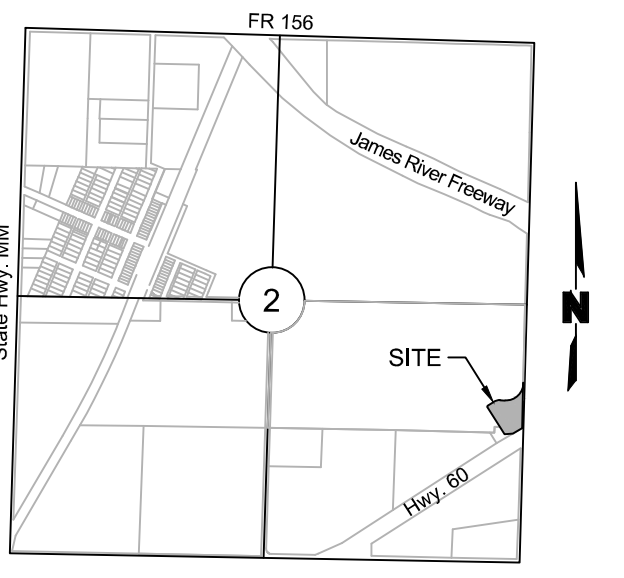
2023

MINOR SUBDIVISION
REPUBLIC SCHOOL DISTRICT
2654 N. COMMERCIAL AVENUE
REPUBLIC, GREENE COUNTY, MISSOURI

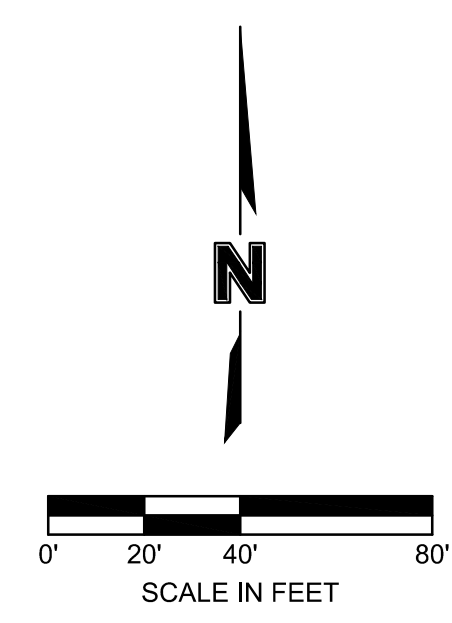
drawn by: CDA
 surveyed by: BS/COJS
 checked by: DDD
 approved by: DDD
 project no.: B22-06139
 drawing no.: V_MLD_B2206139
 date: 09.31.23

EXHIBIT B

MINOR SUBDIVISION
REPUBLIC INTERMEDIATE SCHOOL SUBDIVISION
 PART OF THE NE¼ OF THE SE¼
 SECTION 2, TOWNSHIP 28 NORTH, RANGE 23 WEST
 CITY OF REPUBLIC, GREENE COUNTY, MISSOURI



LOCATION MAP
 Sec. 2, T-28-N, R-23-W
 Scale: 1"=2000'



BASIS OF BEARINGS
 Grid North based on Missouri State Plane
 Coordinate System 1983 by use of MoDOT
 continuously operating GNSS RTK Network
 Central Zone

DATUM
 Elevations based on NAVD 88 by use
 of MoDOT continuously operating
 GNSS RTK Network

DEVELOPMENT NOTES

Total Area: 104,336± sf - 2.395± ac
 Total No. of Lots: 1
 Source of Title: Book 2008, Page 021115-08
 Book 2022, Page 050613-22
 Current Zoning: M-1 (Light Manufacturing District)

Minimum Building Setbacks
 Front Yard: 15.0 feet
 Rear Yard: 15.0 feet
 Side Yard: 15.0 feet for interior setback
 15.0 feet at an intersection of Local/Local Streets
 15.0 feet at an intersection of Collector/Local Streets
 15.0 feet at an intersection of a Collector and greater class streets.

NOTES

- Maintenance of any area referred to or shown as right-of-way or easement is the responsibility of the property owner.
- 1/2" Iron Bar w/ plastic cap "LC 366" set at all lot corners (except as noted).
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0316E, Effective Date 12/17/2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).

DESCRIPTION

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08 and Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼, thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 472.28 feet; thence S57°26'49"W, a distance of 106.41 feet; thence S85°30'36"W, a distance of 92.02 feet; thence N32°30'27"W, a distance of 336.10 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING. Containing 104,336 square feet (2.395 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

CERTIFICATE OF APPROVAL BY THE BUILDS DEPARTMENT STAFF

In accordance with the provisions as set forth in the Subdivision Regulations of Republic, Missouri, I do hereby certify that on the _____ day of _____, 2023, by the BUILDS Department approved the request for a minor subdivision for _____. Any further subdivision of the above described land or modifications of the land description(s) will require reapproval in accordance with the Subdivision Regulations of the City of Republic, Missouri.

BUILDS Department _____ Date _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

As owner I have caused the land described on this plat to the surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat.

Owner/Subdivider: _____ Date _____

Print Name & Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI
 COUNTY OF GREENE SS.

On this _____ day of _____, 2023, before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

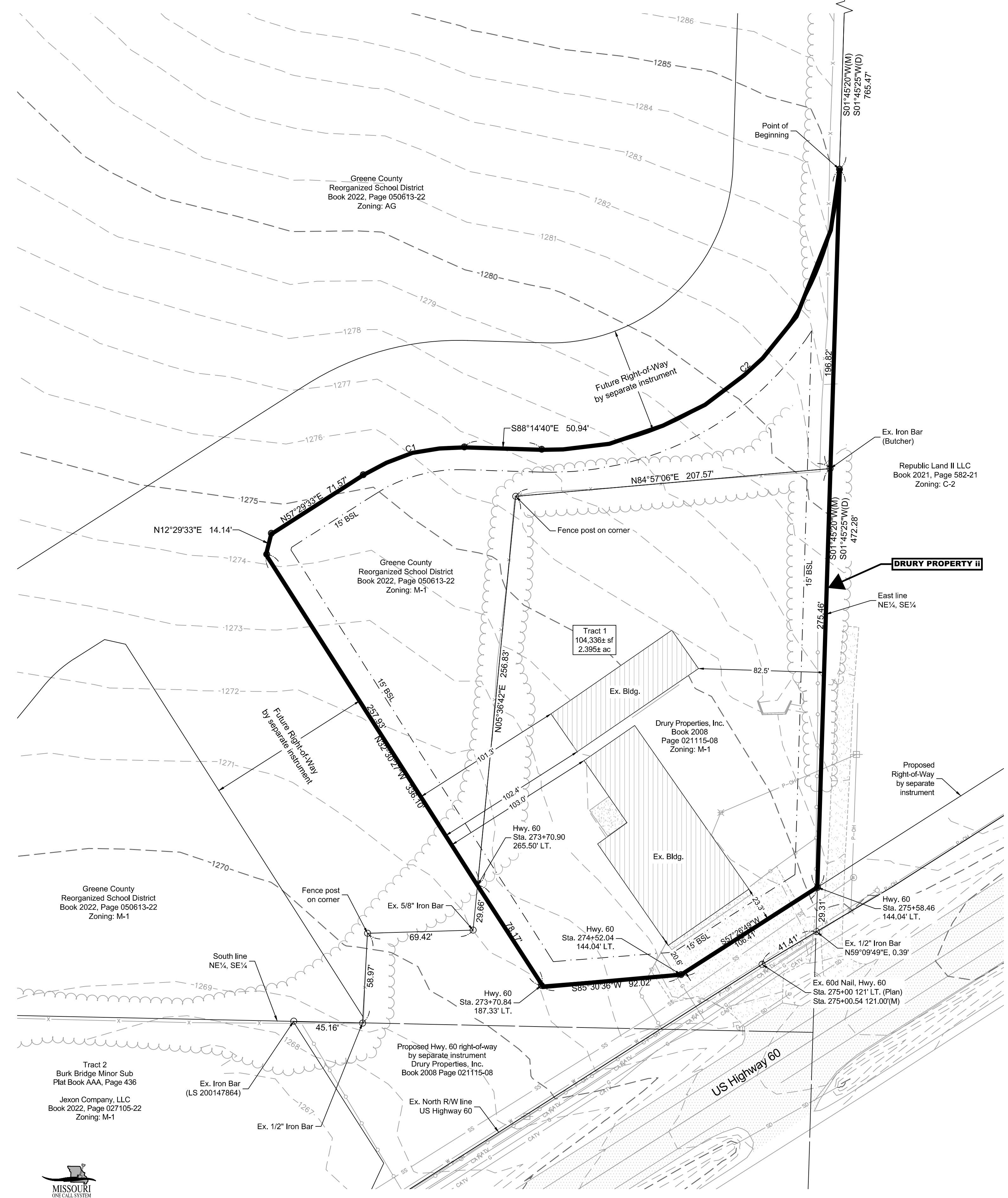
Notary Public _____

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
 That I, David D. Drumm, do hereby certify to Republic School District and Drury Properties, Inc., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated August 25, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards for Urban Class Property Boundary Surveys.

David D. Drumm, PLS 2007017958
 Olsson Associates, MO LC 366
 ddrumm@olsson.com

Date: 09/19/2023



PREPARED FOR

Republic School District
 518 N. Hampton Avenue
 Republic, MO 65738

PREPARED BY

Olsson, Inc.
 550 St. Louis Street
 Springfield, MO 65806

LEGEND

- Found Monument (As Noted)
- Set 1/2" Rebar w/plastic cap, "LC 366"
- BSL Building Setback Line
- (M) Measured
- (D) Deeded

| # | Radius | Length | Delta | Chord | Chord Bearing |
|----|---------|---------|-----------|---------|---------------|
| C1 | 117.00' | 69.97' | 34°15'47" | 68.93' | N74°37'26"E |
| C2 | 190.00' | 298.45' | 90°00'00" | 268.70' | N46°45'20"E |



DWG: F:\2022\0601-065000\022-06139\4-D\Design\Survey\SRV\Sheets\V_MLD_B2206139.dwg USER: ddrumm
 DATE: Sep 19, 2023 3:46pm XREFS: C:\BASE\02206139_V_XTOPD_02206139_V_XBNDY_02206139

EXHIBIT C

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder’s Office in Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼; thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 196.82 feet; thence S84°57'06"W, a distance of 207.57 feet; thence S05°36'42"W, a distance of 256.83 feet; thence N32°30'27"W, a distance of 257.93 feet; thence N12°29'33"E, a distance of 14.14 feet; thence N57°29'33"E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.00 feet, an arc length of 69.97 feet, a central angle of 34°15'47" and a chord distance of 68.93 feet which bears N74°37'26"E; thence S88°14'40"E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00'00" and a chord distance of 268.70 feet which bears N46°45'20"E to the POINT OF BEGINNING.

Containing 37,737 square feet (0.866 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Republic, MO
Project No.: B22-06139



Digitally signed by David D. Drumm
Date: 2023.08.25 10:57:06-05'00'

EXHIBIT D

A Variable Width Right-of-Way being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼; thence S01°45'20"W, along the East line of said NE¼ of the SE¼, a distance of 1,237.75 feet for a POINT OF BEGINNING; thence continuing S01°45'20"W, along said East line, a distance of 29.31 feet to a point on the North right-of-way line of US Highway 60, as it now exists; thence S59°03'56"W, along said North right-of-way line, a distance of 41.41 feet; thence S57°27'40"W, along said North right-of-way line, a distance of 279.80 feet; thence N32°27'28"W, a distance of 133.93 feet to a point on the South line of said NE¼ of the SE¼; thence S88°47'14"E, along said South line, a distance of 45.19 feet; thence N03°10'27"E, a distance of 58.97 feet; thence N88°15'59"E, a distance of 69.42 feet; thence N05°36'42"E, a distance of 29.66 feet; thence S32°30'27"E, a distance of 78.17 feet; thence N85°30'36"E, a distance of 92.02 feet; thence N57°26'49"E, a distance of 106.41 feet to the POINT OF BEGINNING.

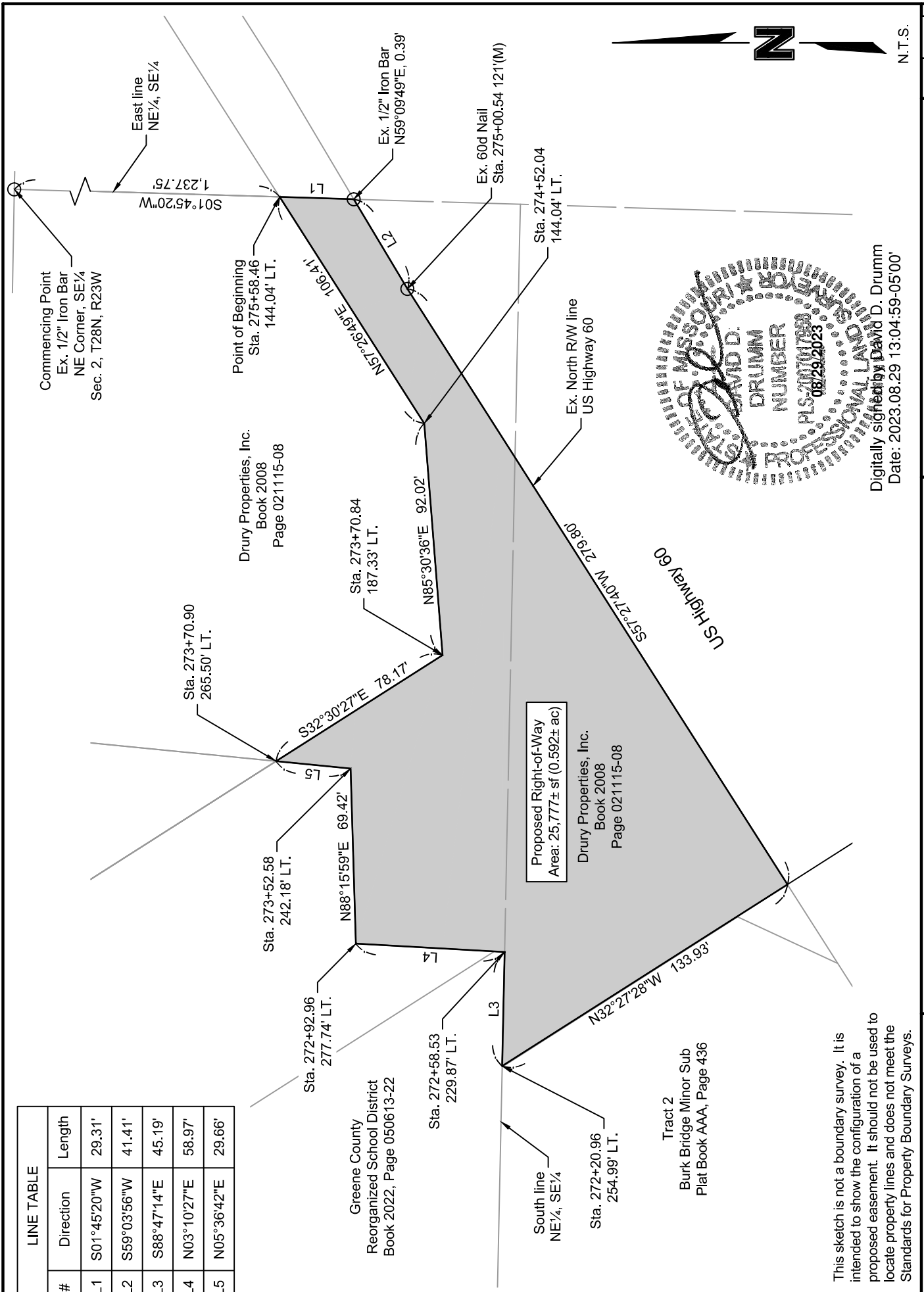
Containing 25,777 square feet (0.592 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Republic, MO
Project No.: B22-06139

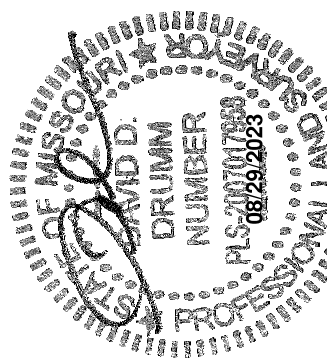


Digitally signed by David D. Drumm
Date: 2023.08.29 13:04:17-05'00'

| LINE TABLE | | |
|------------|-------------|--------|
| # | Direction | Length |
| L1 | S01°45'20"W | 29.31' |
| L2 | S59°03'56"W | 41.41' |
| L3 | S88°47'14"E | 45.19' |
| L4 | N03°10'27"E | 58.97' |
| L5 | N05°36'42"E | 29.66' |



This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



Digitally signed by David D. Drumm
 Date: 2023.08.29 13:04:59-05'00'

| | | | |
|--|---|-----------|----------|
| 58 | PROJECT NO: B22-06139 | N BY: CDA | 08.29.23 |
| PROPOSED RIGHT-OF-WAY EXHIBIT | | | |
| REPUBLIC, GREENE COUNTY, MISSOURI | | | |
| EX | Olsson, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805 | | |
| Item 5. | | | |

N.T.S.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: GENERAL WARRANTY DEED

DATE OF DOCUMENT: 1 May 2024

GRANTOR: DRURY PROPERTIES, INC.

GRANTOR'S ADDRESS: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

GRANTEE: THE CITY OF REPUBLIC, MISSOURI

GRANTEE'S ADDRESS: 204 N. Main Avenue
Republic, MO 65738

LEGAL DESCRIPTION: Page 2

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2, RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

GENERAL WARRANTY DEED

THIS INDENTURE, effective as of 1 May 2024, is made by and between the Greene Drury Properties, Inc., a Missouri corporation, having its principal offices at 4035 S. Fremont Avenue, Springfield, MO 65804 ("Grantor"), and The City of Republic, Missouri, a Missouri Political Subdivision, having its principal offices at 204 N. Main Avenue, Republic, MO 65738 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars and Zero Cents (\$ 10.00), to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm, unto Grantee, its successors and assigns, the following-described lots, tracts, or parcels of land lying, being, and situate in the County of Greene, and State of Missouri (the "Property"):

A Variable Width Right-of-Way being a part of the Northeast Quarter (NE¹/₄) of the Southeast Quarter (SE¹/₄) and part of the Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2008 at Page 021115-08, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¹/₄; thence S01°45'20"W, along the East line of said NE¹/₄ of the SE¹/₄, a distance of 1,237.75 feet for a POINT OF BEGINNING; thence continuing S01 °45'20"W, along said East line, a distance of 29.31 feet to a point on the North right-of-way line of US Highway 60, as it now exists; thence S59°03'56"W, along said North right-of-way line, a distance of 41.41 feet; thence S57°27'40"W, along said North right-of-way line, a distance of 279.80 feet; thence N32°27'28"W, a distance of 133.93 feet to a point on the South line of said NE¹/₄ of the SE¹/₄; thence S88°47'14"E, along said South line, a distance of 45.19 feet; thence N03°10'27"E, a distance of 58.97 feet; thence N88°15'59"E, a distance of 69.42 feet; thence N05°36'42"E, a distance of 29.66 feet; thence S32°30'27"E, a distance of 78.17 feet; thence N85°30'36"E, a distance of 92.02 feet; thence N57°26'49"E, a distance of 106.41 feet to the POINT OF BEGINNING.

Containing 25,777 square feet (0.592 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, Grantor hereby covenanting: that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by it or those under whom it claims except as set forth herein; and, that Grantor will warrant and defend the title of the premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons,

SUBJECT TO: all easements, restrictions, reservations, and other agreements and matters of record, if any; taxes and assessments, general and special, not now due and payable; and, the rights of the public in and to the parts thereof in streets, roads, or alleys.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the day and year first above written.

BY GRANTOR:

DRURY PROPERTIES, INC.

By: _____
Mitchell Drury, Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On ____ Apil 2024, before me appeared Mitchell Drury, personally known to me, who being by me duly sworn, did say that he is the Vice President of the Drury Properties Inc., and that the foregoing instrument was signed on behalf of Drury Properties Inc., and that he acknowledged said instrument to be the free act and deed of Drury Properties Inc., and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
Name: _____

My Commission Expires: _____

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: GENERAL WARRANTY DEED

DATE OF DOCUMENT: 1 May 2024

GRANTOR: GREENE COUNTY REORGANIZED
SCHOOL DISTRICT NO. 3
(REPUBLIC SCHOOL DISTRICT)

GRANTOR'S ADDRESS: 636 N. Main Avenue
Republic, MO 65738

GRANTEE: DRURY PROPERTIES, INC.

GRANTEE'S ADDRESS: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

LEGAL DESCRIPTION: Page 2

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2, RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

GENERAL WARRANTY DEED

THIS INDENTURE, effective as of the 1st day of May, 2024, is made by and between the Greene County Reorganized School District No. 3, also known as the Republic School District, a public school district and political subdivision of the State of Missouri, having its principal offices at 636 N. Main Avenue, Republic, MO 65738 (“Grantor”), and Drury Properties, Inc., a corporation registered in the State of Missouri, having its principal offices at 1788 County Road 347, Jackson, MO 63755 (“Grantee”).

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars and Zero Cents (\$ 10.00), to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm, unto Grantee, its successors and assigns, the following-described lots, tracts, or parcels of land lying, being, and situate in the County of Greene, and State of Missouri (the "Property"):

A tract of land being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder’s Office in Book 2022 at Page 050613-22, more particularly described as follows:

COMMENCING at the Northeast corner of said SE¼; thence S01°45’20”W, along the East line of said NE¼ of the SE¼, a distance of 765.47 feet for a POINT OF BEGINNING; thence continuing S01°45’20”W, along said East line, a distance of 196.82 feet; thence S84°57’06”W, a distance of 207.57 feet; thence S05°36’42”W, a distance of 256.83 feet; thence N32°30’27”W, a distance of 257.93 feet; thence N12°29’33”E, a distance of 14.14 feet; thence N57°29’33”E, a distance of 71.57 feet; thence along a tangent curve to the right having a radius of 117.0 feet, an arc length of 69.97 feet, a central angle of 34°15’47” and a chord distance of 68.93 feet which bears N74°37’26”E; thence S88°14’40”E, a distance of 50.94 feet; thence along a tangent curve to the left having a radius of 190.00 feet, an arc length of 298.45 feet, a central angle of 90°00’00” and a chord distance of 268.70 feet which bears N46°45’20”E to the POINT OF BEGINNING.

Containing 37,737 square feet (0.866 acres), more or less, and subject to any rights-of-way, easements, and restrictions of record.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, Grantor hereby covenanting: that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by it or those under whom it claims except as set forth herein; and, that Grantor will warrant and defend the title of the premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons,

SUBJECT TO: all easements, restrictions, reservations, and other agreements and matters of record, if any; taxes and assessments, general and special, not now due and payable; and, the rights of the public in and to the parts thereof in streets, roads, or alleys.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the day and year first above written.

BY GRANTOR:

GREENE COUNTY REORGANIZED SCHOOL DISTRICT NO. 3

By: _____
President, Board of Education

Print: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ___ day of _____, 2024, before me appeared _____, personally known to me, who being by me duly sworn, did say that he/she is the President of the Board of Education of the Greene County Reorganized School District No. 3, and that the foregoing instrument was signed and sealed on behalf of said District, and that he/she acknowledged said instrument to be the free act and deed of said District, and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
Name: _____

My Commission Expires: _____

COVER PAGE**MEMORANDUM OF FUTURE LAND RIGHTS**

Date: __ April 2024

Grantors: THE CITY OF REPUBLIC, MISSOURI
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Grantee: DRURY PROPERTIES, INC.

Grantee's Address: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

Legal Descriptions: As set forth on Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Memorandum of Future Land Rights. In the event of a conflict between the provisions of the attached Memorandum of Future Land Rights and the provisions of this cover page, the attached Memorandum of Future Land Rights shall prevail and control.

MEMORANDUM OF FUTURE LAND RIGHTS

THIS MEMORANDUM OF FUTURE LAND RIGHTS (this “Memorandum”) is made and entered into as of __ April 2024, by and among the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, (“City”), The Missouri Highways and Transportation Commission (“MHTC”) and Drury Properties, Inc., a Missouri corporation (“Drury”).

RECITALS:

A. Drury is the owner of those certain parcel of real estate located at 5905 U.S. Hwy 60, Republic, Greene County, Missouri (“Drury Property I”) and located at 5745 U.S. Highway 60 in Republic, Greene County, Missouri (“Drury Property II”) each of which is legally described on the attached Exhibit A.

B. Drury and City, together with other parties entered into a Land Exchange and Development Agreement dated 2 April 2024, which agreement contained certain obligations of City and rights of Drury impacting Drury Property I (the “Drury Property I Rights”).

C. Drury, City and MHTC, together with other parties entered into a Memorandum of Understanding dated __ April 2024, which contained MHTC’s acknowledgment regarding certain ingress and egress right of Drury impacting Drury Property II (the “Drury Property II Rights”).

D. By this Memorandum, the parties desire to provide notice of the Drury Property I Rights and the Drury Property II Rights.

NOW THEREFORE, City, MHTC and Drury hereby give notice as follows:

1. Drury shall have secondary full access in an agreeable location to the north of the Drury Property I to service the Drury Property I from the portion of the new Farm Road 107 that will be constructed. The construction of such secondary full access will be at no cost or expense to Drury, but shall rather be fully paid for by City.

2. MHTC intends to provide access to the Drury Property II at the nearest lane of U.S. Highway 60 (to be a shared access with the property located at 5731 U.S. Highway 60) (the “Drury Property II Access”). City will cooperate with Drury to ensure MHTC provides such access. The Drury Property II Access will be located at or near the existing access located at the eastern property line of Drury Property II. Drury acknowledges that a traffic study may be required at or prior to the time of development of the Drury Property II, depending upon the use(s) and development plan of the Drury Property II.

3. At no cost to Drury, an additional access to the Drury Property II shall be provided along a future backage road extension of the new Farm Road 107, in conjunction with development of the Drury Property II, 5731 U.S. Highway 60, or the development of the City-

owned parcel located to the north, provided that funds for such access are available to City and approved by the City Council. The access referenced in this sub-paragraph is expressly contingent upon availability of funds and approval by City Council of the specified uses for those funds.

4. This Memorandum is not a complete summary of the parties agreements. This Memorandum shall in no way modify, supplement or abridge the separate agreements and understanding of the parties, which shall be fully binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Future Land Rights to be duly executed as of the day and year first above written.

CITY OF REPUBLIC, MISSOURI

DRURY PROPERTIES, INC.

By: _____
Matthew Russell, Mayor

By: _____
Mitchell Drury, Vice-President

ATTEST:

Laura Burbridge, City Clerk

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPROVED AS TO FORM:

By: _____
Stacey Reese, District Engineer

Megan McCullough, City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Matthew Russell, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of Republic, Missouri, and that the foregoing instrument was signed on behalf of The City of Republic, Missouri, by authority of its City Councils; and Matthew Russell acknowledged said instrument to be the free act and deed of The City of Republic, Missouri,.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Mitchell Drury, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Drury Properties, Inc., and that the foregoing instrument was signed on behalf of Drury Properties, Inc., by authority of its shareholders and directors; and Mitchell Drury acknowledged said instrument to be the free act and deed of Drury Propertied, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Stacey Reese, to me personally known, who, being by me duly sworn, did say that she is the Missouri Highways and Transportation Commission, and that the foregoing instrument was signed on behalf of Missouri Highways and Transportation Commission, by authority of the State of Missouri; and Stacey Reese acknowledged said instrument to be the free act and deed of Missouri Highways and Transportation Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

EXHIBIT A

DRURY PROPERTY I

[LEGAL DESCRIPTION TO BE PROVIDED]

DRURY PROPERTY II

[LEGAL DESCRIPTION TO BE PROVIDED]



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 16, 2024

Issue Statement

Agreement to secure ROW and access for a Public Street to serve the new Republic Middle School.

Discussion and/or Analysis

This agreement formalizes the conditions for which access and improvements will be made for access to the Republic Middle School at FR 107 and US Highway 60. The property owner who is providing ROW in exchange for like square footage from the school will have access changes as per MODOT standards and this agreement formalizes the conditions for all parties.

This is one of two IGA's executed for improvements and access along Highway 60. The access point identified as a future signalized intersection as part of the 2027 6 lane expansion of Highway 60 will have all the necessary right-of-way (ROW) for a fully expanded intersection. The ROW will be dedicated to the city for public street access and the city will provide ROW to MODOT as needed for the improvements for 2027.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND DRURY PROPERTIES INC. FOR RIGHT OF WAY ACCESS AND OTHER RELATED OBLIGATIONS AS PART OF THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Drury Properties, Inc. (“Drury”) currently owns approximately 2.12 acres of improved real property located near the intersection of existing Farm Road 107 and U.S. Highway 60 in Republic (the “Property”); and

WHEREAS, the Missouri Highways And Transportation Commission (“MHTC”) is currently planning for expansion of U.S. Highway 60 to six lanes near the location of the future Republic Intermediate School Property; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, among the improvements needed is the realignment of existing Farm Road 107 and the construction of a new intersection at the realigned Farm Road 107 and U.S. Highway 60, which will require right-of-way access to a portion of the Property; and

WHEREAS, the School District has agreed to convey its interest in approximately 0.86 acres of its land to Drury in exchange for Drury’s agreement to grant the City right-of-way access to the affected portion of the Property; and

WHEREAS, the City will then provide the necessary right-of-way to the Missouri Department of Transportation as needed for the improvements in or around 2027; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement (IGA) with Drury, the School District, and MHTC in order to set forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with Drury, the School District and MHTC, as it will help to advance the priority of ensuring safe, adequate access to and from the new intermediate school at the impacted location.

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

Section 1: The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III School District, Drury Properties, Inc., and the Missouri Highways and Transportation Commission setting forth the terms and conditions under which the parties will grant the necessary access, complete the applicable construction and

improvements and subsequently dedicate the agreed upon right-of-way and public street infrastructure, to be in substantially the same form as that attached to this Ordinance as "Attachment 1."

Section 2: The Mayor and/or the City Administrator, 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

COVER PAGE**MEMORANDUM OF FUTURE LAND RIGHTS**

Date: __ April 2024

Grantors: THE CITY OF REPUBLIC, MISSOURI
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Grantee: DRURY PROPERTIES, INC.

Grantee's Address: C/O RMMC CPAs
4035 S. Fremont Avenue
Springfield, MO 65804

Legal Descriptions: As set forth on Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Memorandum of Future Land Rights. In the event of a conflict between the provisions of the attached Memorandum of Future Land Rights and the provisions of this cover page, the attached Memorandum of Future Land Rights shall prevail and control.

MEMORANDUM OF FUTURE LAND RIGHTS

THIS MEMORANDUM OF FUTURE LAND RIGHTS (this “Memorandum”) is made and entered into as of __ April 2024, by and among the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, (“City”), The Missouri Highways and Transportation Commission (“MHTC”) and Drury Properties, Inc., a Missouri corporation (“Drury”).

RECITALS:

A. Drury is the owner of those certain parcel of real estate located at 5905 U.S. Hwy 60, Republic, Greene County, Missouri (“Drury Property I”) and located at 5745 U.S. Highway 60 in Republic, Greene County, Missouri (“Drury Property II”) each of which is legally described on the attached Exhibit A.

B. Drury and City, together with other parties entered into a Land Exchange and Development Agreement dated 2 April 2024, which agreement contained certain obligations of City and rights of Drury impacting Drury Property I (the “Drury Property I Rights”).

C. Drury, City and MHTC, together with other parties entered into a Memorandum of Understanding dated __ April 2024, which contained MHTC’s acknowledgment regarding certain ingress and egress right of Drury impacting Drury Property II (the “Drury Property II Rights”).

D. By this Memorandum, the parties desire to provide notice of the Drury Property I Rights and the Drury Property II Rights.

NOW THEREFORE, City, MHTC and Drury hereby give notice as follows:

1. Drury shall have secondary full access in an agreeable location to the north of the Drury Property I to service the Drury Property I from the portion of the new Farm Road 107 that will be constructed. The construction of such secondary full access will be at no cost or expense to Drury, but shall rather be fully paid for by City.

2. MHTC intends to provide access to the Drury Property II at the nearest lane of U.S. Highway 60 (to be a shared access with the property located at 5731 U.S. Highway 60) (the “Drury Property II Access”). City will cooperate with Drury to ensure MHTC provides such access. The Drury Property II Access will be located at or near the existing access located at the eastern property line of Drury Property II. Drury acknowledges that a traffic study may be required at or prior to the time of development of the Drury Property II, depending upon the use(s) and development plan of the Drury Property II.

3. At no cost to Drury, an additional access to the Drury Property II shall be provided along a future backage road extension of the new Farm Road 107, in conjunction with development of the Drury Property II, 5731 U.S. Highway 60, or the development of the City-

owned parcel located to the north, provided that funds for such access are available to City and approved by the City Council. The access referenced in this sub-paragraph is expressly contingent upon availability of funds and approval by City Council of the specified uses for those funds.

4. This Memorandum is not a complete summary of the parties agreements. This Memorandum shall in no way modify, supplement or abridge the separate agreements and understanding of the parties, which shall be fully binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Future Land Rights to be duly executed as of the day and year first above written.

CITY OF REPUBLIC, MISSOURI

DRURY PROPERTIES, INC.

By: _____
Matthew Russell, Mayor

By: _____
Mitchell Drury, Vice-President

ATTEST:

Laura Burbridge, City Clerk

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPROVED AS TO FORM:

By: _____
Stacey Reese, District Engineer

Megan McCullough, City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Matthew Russell, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of Republic, Missouri, and that the foregoing instrument was signed on behalf of The City of Republic, Missouri, by authority of its City Councils; and Matthew Russell acknowledged said instrument to be the free act and deed of The City of Republic, Missouri,.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Mitchell Drury, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Drury Properties, Inc., and that the foregoing instrument was signed on behalf of Drury Properties, Inc., by authority of its shareholders and directors; and Mitchell Drury acknowledged said instrument to be the free act and deed of Drury Propertied, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On __ April 2024, before me personally appeared Stacey Reese, to me personally known, who, being by me duly sworn, did say that she is the Missouri Highways and Transportation Commission, and that the foregoing instrument was signed on behalf of Missouri Highways and Transportation Commission, by authority of the State of Missouri; and Stacey Reese acknowledged said instrument to be the free act and deed of Missouri Highways and Transportation Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

Printed Name

EXHIBIT A

DRURY PROPERTY I

[LEGAL DESCRIPTION TO BE PROVIDED]

DRURY PROPERTY II

[LEGAL DESCRIPTION TO BE PROVIDED]

Missouri Department of Transportation3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

TO: CITY OF REPUBLIC
REPUBLIC SCHOOL DISTRICT
DRURY PROPERTIES, INC

FROM: Stacy Reese
District Engineer

DATE: March 18, 2024

SUBJECT: Missouri Highways and Transportation Commission
US 60 at FR 107, near Station 273+10
Greene County
Memorandum of Understanding

US 60 is owned and maintained by the Missouri Highways and Transportation Commission (MHTC) as a limited access highway. In cooperation with the City of Republic (City), the Republic School District (School District), and Drury Properties (Drury), a break in access will be needed for a new alignment of FR 107 on US 60 near Station 273+10.

Drury owns the property on the north side of US 60 at Station 273+10. The School District is working to build an interim right-in, right-out access road near Station 273+10 to facilitate the construction of a new school building which is located north of the Drury property. The location of the intersection on US 60 is also amiable to MHTC as the location is in agreeance to a future MHTC project, J8S3159, for relocating the intersection of FR 107 south of US 60. The future FR 107, both north and south of US 60, will be a publicly accessible roadway after the public improvements have been built; the new public right of way will be deeded to the respective agencies once the final plats are filed per agency processes. For the interim right-in, right-out access road to be built, the current right of access entry to the Drury property will need to be "shifted & widened" to allow for the new right-in, right-out access. A permit from MHTC will be needed by Drury and the School District. Future access to the Drury property will then need to be provided from the new FR 107 north of US 60, to be located not more than 300' from the existing centerline of US 60 and outside of what will be MHTC right of way, and secondary access will be provided by the City from a future backage road that will be a local public street and that generally parallel's the US 60 alignment on the north side of the Drury property.

Agreements will be executed between MHTC and Drury with the understanding of the following statements:

1. MHTC, the City, and the School District, understand that the City and the School District does not "own" the real estate adjacent to the break in limited access location currently. The City and School District does not have title to the real estate. It is a dedicated public right-of-way per proposed plats that will be recorded once public improvements are completed and final plats are filed.



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

2. MHTC, the City, the School District, and Drury understands that the initial construction of FR 107 north of US 60 will be performed by a private contractor and paid for by the School District. The School District will be responsible for the design, construction, and all costs associated with the project, which will include access to the property owned by Drury at 5905 W US Highway 60 from the new FR 107 (such access to be allowed at 300 feet from the centerline of US Highway 60 but not closer than 300 feet (as the centerline exists as of date of this memorandum)). The roadways will be constructed to State or City specifications, where applicable, and upon completion the roadway will be accepted by the City northwesterly of US 60, provided the roadway meets City standards and specifications and as per City policies and procedures. This design will need to be approved by MHTC and City prior to construction and a permit will be needed before construction can commence.
3. MHTC, the City, the School District, and Drury understands that upon completion and acceptance of FR 107 north of US 60 by the City northwesterly of US 60, the City will be responsible for the continued operation and maintenance of the road improvements on the public rights of way adjoining the state right of way.
4. MHTC, the City, the School District and Drury understands that the property owned by Drury at 5745 W US Highway 60 will be provided a shared access to Highway 60 at one property line with adjacent property either east or west, such access will be permitted by MHTC and may require a Traffic Study dependent on the use and development of the property. The understandings of the parties reflected in this paragraph, may at the option of Drury, be recorded in the land records of Greene County so as to attach to the property owned by Drury at 5745 W US Highway 60.
5. The City and the School District understand that the residential access to Highway 60 serving 5849 US Highway 60 must be closed for the planned improvements and access to the school development. The City and School District agree to provide an alternate access to the property with the planned improvements via the local public street backage road and to endeavor to remove the direct access to Highway 60. The City and School District agree to participate with MHTC should the securement of said access become a legal proceeding. MHTC agrees to allow the permitting of planned improvements for the School Access provided that they meet the minimum MHTC requirements and standard specifications. Access may be permitted for construction but not utilized until such a time that the private driveway access is removed.

This memorandum of understanding is needed to ensure that all parties involved with the break in limited access are in concurrence with the project and subsequent transfer of ownership. MHTC is prepared to issue a permit for the new access construction project after the agreement has been fully executed by the City, the School District, and Drury, and MHTC has approved the improvement plans.

Signatures below confirm and acknowledge agreement with the memorandum of understanding.

Confirmed and Acknowledged By:

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Printed: _____

Title: _____

Date: _____

CITY OF REPUBLIC

Printed: _____

Title: _____

Date: _____

REPUBLIC SCHOOL DISTRICT

Printed: _____

Title: _____

Date: _____

DRURY PROPERTIES, INC.

Printed: _____

Title: _____

Date: _____

Exhibit A

Project Location and Property Owners





AGENDA ITEM ANALYSIS

Project/Issue Name: 24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 16, 2024

Issue Statement

Agreement to own and maintain off-site infrastructure.

Discussion and/or Analysis

This agreement formalizes the conditions for which sewer infrastructure will be constructed and dedicated to the City. Two off-site easements were required for the installation of sewer main to service the new middle school property. Each of the 2 Ordinances authorizing the execution of an IGA with the school district serves to formalize that the school district will construct the improvements in the easements that they secured. Once they are accepted for service, the city will own and maintain the sewer infrastructure in the easements. This infrastructure serves the school and will also provide an additional point of sewer service to surrounding properties. There are two separate agreements for the same sewer main with the difference being the easement is located on 2 separate parcels owned by two different property owners.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT AND SPRINGFIELD EVERGREEN HOLDINGS, LLC FOR INSTALLATION AND MAINTENANCE OF SEWER INFRASTRUCTURE TO SERVICE THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Springfield Evergreen Holdings, LLC (“Evergreen”) currently owns real property located near 6139 West US Highway 60 in Republic, Missouri (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new Intermediate School building on certain real property it owns immediately adjacent to the Property (the “Project”); and

WHEREAS, as part of the Project, sewer main for connection to the future Intermediate School needs to be installed through the Property; and

WHEREAS, the City seeks to enter into an intergovernmental cooperative agreement (“IGA”) with the School District and Evergreen to set forth the terms and conditions pursuant to which the parties will perform installation, maintenance, and the granting of easements for the water main infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with the School District and Evergreen, as it will help to ensure the safe, correct and efficient installation and maintenance of water main infrastructure needed for the Project.

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

- Section 1:** The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III Schools and Springfield Evergreen Holdings, LLC setting forth the terms and conditions under which the parties will grant an easement and identify responsibility of installation and maintenance of water main infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The Mayor and/or City Administrator, 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 _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between the City of Republic Missouri (“City”), the Green County Reorganized School District No. 3, also known as the Republic R-III School District (“District”), and Springfield Evergreen Holdings, LLC (“Owner”). City, District, and Owner 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, District is a public school district and political subdivision of the State of Missouri, and

WHEREAS, Owner is a limited liability company incorporated in the State of Missouri, and

WHEREAS, Owner is currently the owner of real property in the City of Republic located at 6139 W. Hwy. 60, legally described in the attached “Exhibit A”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District is currently the owner of real property in the City of Republic located at 6139 W. Highway 60, legally described in the attached “Exhibit B”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District and City are in the process of developing improvements to the District Property and other surrounding infrastructure that will benefit the public, and

WHEREAS, District and City have recognized the opportunity to partner on the construction of a sanitary sewer line connecting to City’s main sanitary sewer line, benefiting the District property and the City’s overall sanitary sewer system, pursuant to § 70.220, RSMo., and

WHEREAS, in order for District to fully develop the District Property, a sanitary sewer line needs 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 District Property and City’s sanitary sewer system.

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

1. Ability to Contract: Owner represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein. District represents

and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.

2. Work Under This Agreement: In exchange for Owner's promises herein, City and District agree that each shall provide for, arrange, construct, complete, plan, or coordinate the respective improvements described in this Agreement of which each is respectively responsible ("Improvements").
 - a. Sanitary Sewer Improvements: District shall plan, construct, and complete a sanitary sewer line on the Property as depicted in the attached "Exhibit C", which is incorporated by this reference into this Agreement, ("Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall be connected on the south end to the City's main sanitary sewer line. Upon completion of construction, inspection by City, and approval by City, City shall assume ownership of the Sanitary Sewer Improvements and all appurtenances thereto. Construction of the Sanitary Sewer Improvements, connection to the City's main sanitary sewer line, and transfer of ownership to City shall be completed no later than [date] ("Construction Period"). Nothing contained herein shall be construed to restrict District's right to construct the Sanitary Sewer Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Sanitary Sewer Improvements after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Sanitary Sewer Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Sanitary Sewer Improvements due to changes in work, any act or omissions of Owner 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 District, 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.
 - b. Fencing Improvements: District shall plan, construct, and complete the fencing removal or erection depicted in the attached "Exhibit D", which is incorporated by this reference into this Agreement, ("Fencing"). District shall be responsible for the proper disposal of all fence materials associated with the removal of the fencing along the southern boundary of the Property. The Fencing will be completed in conjunction with the Sanitary Sewer Improvements and within the Construction Period. Nothing contained herein shall be construed to restrict District's right to construct the Fencing at any time prior to the expiration of the Construction Period or to continue constructing the Fencing after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Fencing. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Fencing due to changes in work, any act or omissions of Owner 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 District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority,

natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

- c. Work Performed: Subject to any commitments made or other obligations agreed to by District, District will be the sole judge of the work required to fully and properly complete the Sanitary Sewer Improvements and Fencing, and meet any other obligations of District 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.
3. Costs of the Improvements:
 - a. District shall be solely responsible for all costs of the plans and/or drawings for the Sanitary Sewer Improvements and Fencing, as well as all costs of construction of the same.
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 Improvements: District will have and gain ownership rights in the Sanitary Sewer Improvements located on the Property until such time as ownership of the Sanitary Sewer Improvements is assumed by City, and construction of the Fencing is completed, respectively. Upon completion of the Fencing, Owner will have and gain ownership rights in the Fencing and assume full responsibility for the same. Other than the Fencing as described herein, Owner will neither have nor gain any ownership or other interest in Improvements by way of or under this Agreement.
6. Easements: Owner agrees to execute the easement shown in the attached "Exhibit E", which is incorporated by this reference into this Agreement, in favor of City. Owner further agrees that during such time as District is constructing the Sanitary Sewer Improvements, District is considered an assignee of City pursuant to the easement shown in Exhibit E. Owner further agrees to execute any easements and/or rights-of-way reasonably required by City and District, in order to perform the work contemplated by this Agreement on the Property, including any temporary construction easements required for the Fencing. Prior to construction, Owner shall provide any such easements to City and District.
7. Conflict of Interest: No salaried officer or employee of the City or District, no member of the City Council, and no member of District's Board of Education, 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 and Termination: If, through any cause, any Party 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, any other Party shall deliver written notice of the default to the defaulting Party. If the defaulting Party fails to cure the default within thirty (30) days of receiving notice from one of the other Parties (or such longer period of time as is reasonably necessary to effect a cure, provided the defaulting Party initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then any of the non-defaulting Parties 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 a non-defaulting Party elects to terminate under this provision, the defaulting Party shall be responsible to the non-defaulting Parties for all of the non-defaulting Parties' actual costs in the Sanitary Sewer Improvements and Fencing, up to and including the date of termination.
10. 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.
11. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each Party will be responsible for its own costs.
12. Liability: Owner acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. District and City agree to restore or repair any such damage to the Property caused by District or City, their respective workers, subcontractors, or representatives in the course of completing the Sanitary Sewer Improvements and Fencing. For purposes of this section, the final Sanitary Sewer Improvements and Fencing constructed in accordance with this Agreement shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Sanitary Sewer Improvements and Fencing.
13. 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.
14. 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.

15. 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 Owner 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 and District. 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, District, and any current or future owner of the Property without recording thereof.
16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. 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.
18. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
19. 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.
20. 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.
21. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Owner 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.

- 22. 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.
- 23. 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.
- 24. Contract Documents: The Agreement shall consist of the following:
 - a. This Development Agreement, fully executed;
 - b. Exhibit A – Owner Property description;
 - c. Exhibit B – District Property description;
 - d. Exhibit C – Depiction of Sanitary Sewer Improvements;
 - e. Exhibit D – Depiction of Fencing;
 - f. Exhibit E – Sanitary Sewer Easement; and
 - g. Any other properly executed amendments or addendums hereto.
- 25. 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
 DCameron@RepublicMO.com

To District:

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

To Owner:

Springfield Evergreen Holdings, LLC
 Attn: B. Scott Hinkle, Esq.
 3750 Osage Beach Parkway
 P.O. Box 1710
 Osage Beach, MO 65065
 Shinkle@health-systems-inc.com

*****Signatures appear on next page*****

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)

SPRINGFIELD EVERGREEN HOLDINGS, LLC

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A

All that part of Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri, as described in Book 1548, Page 1495 of the Greene County Recorder's Office and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri; thence, along the North line of said Quarter-Quarter section, South 88°47'05" East, 1332.52 feet to the Northeast corner of said Quarter-Quarter section; thence, along the East line of said Quarter-Quarter section, South 01°46'00" West, 267.61 feet to the POINT OF BEGINNING; thence continuing along said East line South 01°46'00" West, 560.66 feet to the Northerly right-of-way line of U.S. Highway 60; thence along said Northerly right-of-way line the following three (3) courses: South 57°32'30" West, 15.90 feet; thence South 10°44'25" West, 4.67 feet; thence South 57°30'47" West, 388.10 feet; thence leaving said Northerly line, North 32°26'35" West, 467.38 feet; thence North 57°33'25" East, 722.42 feet to the POINT OF BEGINNING.

Exhibit B

All of the North One-Half (N½) of the Southeast Quarter (SE¼) in Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri.

EXCEPT for that part deeded in Book 2008 at Page 21115-08, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West; thence S89°50'11"W, with the North line of said SE¼ of the SE¼, 100.53 feet (99 feet deed) to the Northerly right-of-way line of US Highway 60 for a true Point of Beginning; thence S56°14'00"W, with said right-of-way line, 200.00 feet; thence N33°46'00"W, 132.90 feet (130 feet deed) to said North line of the SE¼ of the SE¼; thence N89°50'11"E, with said North line, 44.97 feet to an existing North/South fence; thence N01°31'09"E, with said North/South fence, 58.83 feet to an existing East/West fence; thence N86°49'13"E, with said East/West fence, 70.42 feet to an existing North/South fence; thence N04°12'43"E, with said North/South fence, 287.36 feet to an existing East/West fence; thence N83°51'23"E, with said East/West fence and its extension, 207.14 feet to the East line of said SE¼; thence S00°30'02"W, with said East line, 304.64 feet to said Northerly right-of-way line of US Highway 60; thence S57°45'32"W, with said right-of-way line, 41.33 feet; thence S56°14'00"W, with said right-of-way line, 79.58 feet to the true Point of Beginning.

Containing 79.405 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit C

See attached document.

Exhibit D

See attached document.

Exhibit E

SANITARY SEWER EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2024, by and between Springfield Evergreen Holdings, LLC, a limited liability corporation chartered in the State of Missouri, hereinafter called “Grantor”, and the City of Republic, Missouri, a municipal corporation in the County of Greene, State of Missouri, whose mailing address is 213 N. Main Street, Republic, Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and convey to Grantee, its successors and assigns, the following described easement, with the right, privilege and authority to Grantee, its successors and assigns, to locate, construct, maintain, repair, reconstruct, replace, operate, extend, patrol, and/or remove its present or future sanitary sewer lines, manholes, sewerage pump stations, and appurtenances thereof, on, through, under and across the following described lands in the County of Greene, State of Missouri, to-wit:

See attached legal description.

The Grantee covenants to maintain the easement in good repair so that no permanent damage will result from its use to the adjacent land of the Grantor or Grantor's successors and assigns. Grantor covenants to and with Grantee that subject to existing easements, if any, Grantor is lawfully seized and possessed of said lands, and have a good and lawful right and power to sell and convey said easement. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. Reserving however to the owner of the fee underlying this easement herein granted the continued use of the surface of said real property, subject to the condition that the erecting of building, walls, fences, and other structures, the planting or growing of trees or shrubs, the changing of surface grade, or the installation of privately-owned pipelines shall be prohibited unless written permission is first obtained from the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

Printed Name and Title

Signature

STATE OF MISSOURI)
)SS
COUNTY OF _____)

On this ___ day of _____, 20___ before me personally appeared _____
_____, to me known to be the _____ of Springfield
Evergreen Holdings, LLC., and who executed the foregoing instrument, and acknowledged that he/she
executed the same on behalf of Springfield Evergreen Holdings, LLC. as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in _____, Missouri the day and year first above written.

My term expires: _____/s/ _____
Notary Public

Print Name

Accepted by the City of Republic under the provisions of Section 120.140 of the Municipal Code on this
_____ day of _____, 20___.

Signature

Printed Name and Title

A Perpetual 15.0' Sanitary Sewer Easement being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in Tract 1 of Handi-Rak Minor Sub, recorded in Plat Book AAA at Page 269, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2015 at Page 024934-15, more particularly described as follows:

COMMENCING at the Northeast corner of said SW¼ of the SE¼, said point also being the Northeast corner of Tract 2 of said Minor Sub; thence S01°45'00"W, along the East line of said Tract 2, a distance of 267.61 feet to the Northeast corner of said Tract 1 for a POINT OF BEGINNING; thence continuing S01°45'00"W, along the East line of said Tract 1, a distance of 18.14 feet; thence S57°32'25"W, a distance of 18.14 feet; thence S01°45'00"W, a distance of 529.70 feet; thence N88°15'12"W, a distance of 15.00 feet; thence N01°45'00"E, a distance of 537.64 feet to a point on the North line of said Tract 1; thence N57°32'25"E, along said North line, a distance of 36.28 feet to the POINT OF BEGINNING.

Containing 8,413 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.

Submitted By: Karen Haynes, Planning Manager – Community Development

Date: April 16, 2024

Issue Statement

Agreement to own and maintain off-site infrastructure.

Discussion and/or Analysis

This agreement formalizes the conditions for which sewer infrastructure will be constructed and dedicated to the City. Two off-site easements were required for the installation of sewer main to service the new middle school property. Each of the 2 Ordinances authorizing the execution of an IGA with the school district serve to formalize that the school district will construct the improvements in the easements that they secured and that once they are accepted for service, the city will own and maintain the sewer infrastructure in the easements. This infrastructure serves the school and will also provide an additional point of sewer service to surrounding properties. There are two separate agreements for the same sewer main with the difference being the easement is located on 2 separate parcels owned by two different property owners.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE REPUBLIC R-III SCHOOL DISTRICT AND GREAT ESCAPE BEER WORKS LLC FOR INSTALLATION AND MAINTENANCE OF SEWER INFRASTRUCTURE TO SERVICE THE NEW REPUBLIC INTERMEDIATE SCHOOL PROJECT

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

WHEREAS, Great Escape Beer Works LLC (“Great Escape”) currently owns real property located at 6021 West US Highway 60 in Republic, Missouri (the “Property”); and

WHEREAS, the Republic School District (“School District”) is currently planning for construction of a new Intermediate School building on certain real property it owns immediately adjacent to the Property (the “Project”); and

WHEREAS, as part of the Project, sewer main for connection to the future Intermediate School needs to be installed through the Property; and

WHEREAS, the City seeks to enter into an intergovernmental cooperative agreement (“IGA”) with the School District and Great Escape to set forth the terms and conditions pursuant to which the parties will perform installation, maintenance, and the granting of easements for the water main infrastructure; and

WHEREAS, the Council finds it in the best interest of the City to approve of the IGA with the School District and Great Escape, as it will help to ensure the safe, correct and efficient installation and maintenance of water main infrastructure needed for the Project.

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

Section 1: The Mayor, on behalf of the City, is authorized to enter into an Intergovernmental Agreement with Republic R-III Schools and Great Escape Beer Works LLC, setting forth the terms and conditions under which the parties will grant an easement and identify responsibility of installation and maintenance of water main infrastructure, to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”

Section 2: The Mayor and/or City Administrator, 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 _____, 2024.

Attest: _____ Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between the City of Republic Missouri (“City”), the Green County Reorganized School District No. 3, also known as the Republic R-III School District (“District”), and Great Escape Beer Works LLC (“Owner”). City, District, and Owner 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, District is a public school district and political subdivision of the State of Missouri, and

WHEREAS, Owner is a limited liability company incorporated in the State of Missouri, and

WHEREAS, Owner is currently the owner of real property in the City of Republic located at 6021 W. Hwy. 60, legally described in the attached “Exhibit A”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District is currently the owner of real property in the City of Republic located at 6139 W. Hwy. 60, legally described in the attached “Exhibit B”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District and City are in the process of developing improvements to the District Property and other surrounding infrastructure that will benefit the public, and

WHEREAS, District and City have recognized the opportunity to partner on the construction of a sanitary sewer line connecting to City’s main sanitary sewer line, benefiting the District property and the City’s overall sanitary sewer system, pursuant to § 70.220, RSMo., and

WHEREAS, in order for District to fully develop the District Property, a sanitary sewer line needs 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 District Property and City’s sanitary sewer system.

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

1. Ability to Contract: Owner represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein. District represents

and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.

2. Work Under This Agreement: In exchange for Owner's promises herein, City and District agree that each shall provide for, arrange, construct, complete, plan, or coordinate the respective improvements described in this Agreement of which each is respectively responsible ("Improvements").
 - a. Sanitary Sewer Improvements: District shall plan, construct, and complete a sanitary sewer line on the Property as depicted in the attached "Exhibit C", which is incorporated by this reference into this Agreement, ("Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall be connected on the south end to the City's main sanitary sewer line. Upon completion of construction, inspection by City, and approval by City, City shall assume ownership of the Sanitary Sewer Improvements and all appurtenances thereto. Construction of the Sanitary Sewer Improvements, connection to the City's main sanitary sewer line, and transfer of ownership to City shall be completed no later than August 2025 ("Construction Period"). Nothing contained herein shall be construed to restrict District's right to construct the Sanitary Sewer Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Sanitary Sewer Improvements after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Sanitary Sewer Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Sanitary Sewer Improvements due to changes in work, any act or omissions of Owner 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 District, 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.
 - b. Work Performed: Subject to any commitments made or other obligations agreed to by District, District will be the sole judge of the work required to fully and properly complete the Sanitary Sewer Improvements Fencing, and meet any other obligations of District 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.
3. Costs of the Improvements:
 - a. District shall be solely responsible for all costs of the plans and/or drawings for the Sanitary Sewer Improvements, as well as all costs of construction of the same. District shall also pay to Owner, within sixty (60) days of execution of this Agreement, the sum of Twenty-Seven Thousand Fifty-Six Dollars and Zero Cents (\$27,056.00).
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 Improvements: District will have and gain ownership rights in the Sanitary Sewer Improvements located on the Property until such time as ownership of the Sanitary Sewer Improvements is assumed by City. Owner will neither have nor gain any ownership or other interest in the Sanitary Sewer Improvements by way of or under this Agreement.
6. Easements: Owner agrees to execute the easement shown in the attached “Exhibit D”, which is incorporated by this reference into this Agreement, in favor of City. Owner further agrees that during such time as District is constructing the Sanitary Sewer Improvements, District is considered an assignee of City pursuant to the easement shown in Exhibit D. Owner further agrees to execute any easements and/or rights-of-way reasonably required by City and District, in order to perform the work contemplated by this Agreement on the Property, including any temporary construction easements. Prior to construction, Owner shall provide any such easements to City and District.
7. Conflict of Interest: No salaried officer or employee of the City or District, no member of the City Council, and no member of District’s Board of Education, 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 and Termination: If, through any cause, any Party 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, any other Party shall deliver written notice of the default to the defaulting Party. If the defaulting Party fails to cure the default within thirty (30) days of receiving notice from one of the other Parties (or such longer period of time as is reasonably necessary to effect a cure, provided the defaulting Party initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then any of the non-defaulting Parties 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 a non-defaulting Party elects to terminate under this provision, the defaulting Party shall be responsible to the non-defaulting Parties for all of the non-defaulting Parties’ actual costs in the Sanitary Sewer Improvements and Fencing, up to and including the date of termination.
10. 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.
11. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in

mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each Party will be responsible for its own costs.

12. Liability: Owner acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. District and City agree to restore or repair any such damage to the Property caused by District or City, their respective workers, subcontractors, or representatives in the course of completing the Sanitary Sewer Improvements. For purposes of this section, the final Sanitary Sewer Improvements constructed in accordance with this Agreement shall not be considered “damages” to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Sanitary Sewer Improvements.
13. 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.
14. 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.
15. 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 Owner 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 and District. 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, District, and any current or future owner of the Property without recording thereof.
16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. 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.

18. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
19. 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.
20. 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.
21. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Owner 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.
22. 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.
23. 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.
24. Contract Documents: The Agreement shall consist of the following:
- a. This Development Agreement, fully executed;
 - b. Exhibit A – Owner Property description;
 - c. Exhibit B – District Property description;
 - d. Exhibit C – Depiction of Sanitary Sewer Improvements;
 - e. Exhibit D – Sanitary Sewer Easement; and
 - f. Any other properly executed amendments or addendums hereto.
25. 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
DCameron@RepublicMO.com

To District:

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

To Owner:

Great Escape Beer Works LLC
Attn: Jake Duensing
4022 S Lone Pine Ave
Springfield, MO 65804
jake@greatescapebeerworks.com

*****Signatures appear on next page*****

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)

GREAT ESCAPE BEER WORKS LLC

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A

All that part of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section two (2), Township Twenty-Eight (28) North, Range Twenty-Three (23) West of the fifth principal meridian, City of Republic, Greene County, Missouri, as described in book 1695, Page 1305 of the Greene County Recorder's Office and being more particularly described as follows:

Beginning at the northwest corner of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section two (2), Township Twenty-Eight (28) North, Range Twenty-Three (23) West of the fifth principal meridian, City of Republic, Greene County, Missouri; Thence along the north line of said quarter-quarter section, south 88°47'05" east, 516.37 feet; thence leaving said quarter-quarter section line, south 32°32'55" east, 397.13 feet to the northerly right-of-way of Highway 60; thence along said right-of-way line south 57°27'05" west, 319.62 feet; thence leaving said right-of-way line, north 25°37'51" west, 208.05 feet; thence south 74°20'03" west, 355.53 feet to a point on the west line of said quarter-quarter section line; thence along said west line, north 01°46'00" east, 453.21 feet to the point of beginning; Greene County, Missouri. AKA Tract I Burk Bridge Minor Subdivision in Plat Book AAA Page 436.

Exhibit B

All of the North One-Half (N½) of the Southeast Quarter (SE¼) in Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri.

EXCEPT for that part deeded in Book 2008 at Page 21115-08, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West; thence S89°50'11"W, with the North line of said SE¼ of the SE¼, 100.53 feet (99 feet deed) to the Northerly right-of-way line of US Highway 60 for a true Point of Beginning; thence S56°14'00"W, with said right-of-way line, 200.00 feet; thence N33°46'00"W, 132.90 feet (130 feet deed) to said North line of the SE¼ of the SE¼; thence N89°50'11"E, with said North line, 44.97 feet to an existing North/South fence; thence N01°31'09"E, with said North/South fence, 58.83 feet to an existing East/West fence; thence N86°49'13"E, with said East/West fence, 70.42 feet to an existing North/South fence; thence N04°12'43"E, with said North/South fence, 287.36 feet to an existing East/West fence; thence N83°51'23"E, with said East/West fence and its extension, 207.14 feet to the East line of said SE¼; thence S00°30'02"W, with said East line, 304.64 feet to said Northerly right-of-way line of US Highway 60; thence S57°45'32"W, with said right-of-way line, 41.33 feet; thence S56°14'00"W, with said right-of-way line, 79.58 feet to the true Point of Beginning.

Containing 79.405 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit C

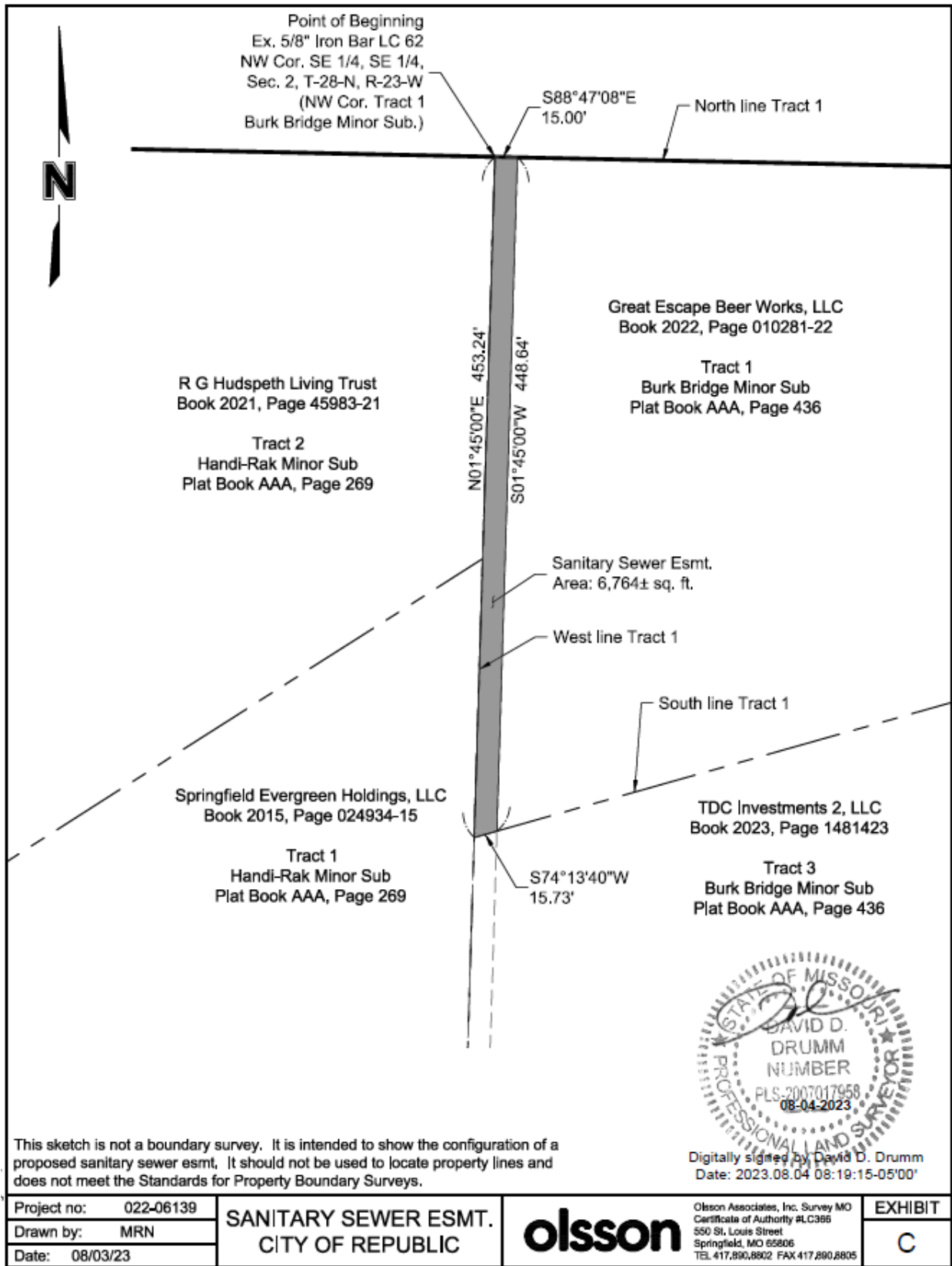


Exhibit D

SANITARY SEWER EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2024, by and between Great Escape Beer Works LLC, a limited liability corporation chartered in the State of Missouri, hereinafter called “Grantor”, and the City of Republic, Missouri, a municipal corporation in the County of Greene, State of Missouri, whose mailing address is 213 N. Main Street, Republic, Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and convey to Grantee, its successors and assigns, the following described easement, with the right, privilege and authority to Grantee, its successors and assigns, to locate, construct, maintain, repair, reconstruct, replace, operate, extend, patrol, and/or remove its present or future sanitary sewer lines, manholes, sewerage pump stations, and appurtenances thereof, on, through, under and across the following described lands in the County of Greene, State of Missouri, to-wit:

See attached legal description.

The Grantee covenants to maintain the easement in good repair so that no permanent damage will result from its use to the adjacent land of the Grantor or Grantor's successors and assigns. Grantor covenants to and with Grantee that subject to existing easements, if any, Grantor is lawfully seized and possessed of said lands, and have a good and lawful right and power to sell and convey said easement. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. Reserving however to the owner of the fee underlying this easement herein granted the continued use of the surface of said real property, subject to the condition that the erecting of building, walls, fences, and other structures, the planting or growing of trees or shrubs, the changing of surface grade, or the installation of privately-owned pipelines shall be prohibited unless written permission is first obtained from the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

Printed Name and Title

Signature

STATE OF MISSOURI)
)SS
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, to me known to be the _____ of Great Escape Beer Works LLC., and who executed the foregoing instrument, and acknowledged that he/she executed the same on behalf of Great Escape Beer Works LLC. as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri the day and year first above written.

My term expires: _____ /s/ _____
Notary Public

Print Name

Accepted by the City of Republic under the provisions of Section 120.140 of the Municipal Code on this _____ day of _____, 20__.

Signature

Printed Name and Title

A 15 foot permanent sanitary sewer easement being a part of Tract 1, Burk Bridge Minor Sub, recorded in Plat Book AAA, at Page 436 and that part of the Grantor's property described in Book 2022, at Page 010281-22, Republic, Greene County, Missouri, more particularly described as follows:

BEGINNING at an existing 5/8" iron bar LC 62 at the Northwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 28 North, Range 23 West and the Northwest corner of Tract 1 in said Minor Subdivision; thence S88°47'08"E along the North line of said tract, a distance of 15.00 feet; thence S01°45'00"W leaving said North line, a distance of 448.64 feet to the South line of said tract; thence S74°13'40"W along said South line, a distance of 15.73 feet to the West line of said tract; thence N01°45'00"E along said West line, a distance of 453.24 feet to the POINT OF BEGINNING, containing 6,764 square feet, more or less, subject to right-of-way, easements and restrictions of record.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-20 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri.

Submitted By: David Cameron, City Administrator

Date: April 16, 2024

Issue Statement

To adjust the compensation of the Mayor and City Council Members.

Discussion and/or Analysis

In 1997, a compensation schedule was established to pay the Mayor \$200.00/month and Council \$100.00/month while in office. The population at that time was 6,957. This was amended in 2008 to \$400.00/month for the Mayor and \$200.00/month for Council Members. At that time, the population was 13,811.

Currently, the population is estimated to be 20,555 and the compensation of the Mayor and City Council has not changed in 16 years. The cost of living has increased significantly, and our elected officials are serving a greater number of citizens. With the election in April, this is an opportunity to change the compensation to impact all members. Section 120.010 states “The City Council shall fix the compensation of all the officers and employees of the City by ordinance. The salary of an officer shall not be changed during the time for which he/she was elected or appointed.” This is a rare time when all seats are being elected at once and the compensation increase could be applied to all members at once rather than half the members.

Staff is recommending amending the code section to pay per meeting at the rate of \$500.00/meeting for the Mayor and \$250.00/meeting for City Council Members.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 120 (“CITY OFFICERS AND EMPLOYEES”), ARTICLE 120-I (“GENERAL PROVISIONS”), SECTION 120.025 (“MAYOR AND COUNCIL COMPENSATION”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, on December 22, 1997, via Ordinance 97-68, the City established a pay schedule for the Board of Aldermen, now the City Council, with the Mayor receiving \$200.00 per month and Council receiving \$100.00 per month; and

WHEREAS, on April 14, 2008, via Ordinance 08-30, the City Council voted to amend the compensation rates for the Mayor and Councilmembers, with the Mayor receiving \$400.00 per month and the Councilmembers receiving \$200.00 per month; and

WHEREAS, since establishing the compensation rates in 1997 and adjusting them in 2008, the City has seen a significant population increase, having a population of 6,957 in 1997; 13,811 in 2008; to a current estimated population of 20,555 at the most recent census; and

WHEREAS, the City has additionally seen an increase in the time commitment and need for participation and engagement required of both the Mayor and City Council in discharging their duties under the City’s Charter; and

WHEREAS, upon presentation by City staff and review of all pertinent materials, the Council finds it appropriate and in the best interest of the City to adjust the compensation rates for both the Mayor and City Council Members, to not only account for increases in cost of living and the City’s population, but additionally to encourage active participation and engagement by the members of the governing body.

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

Section 1: Title I (“Government Code”) of the Municipal Code of the City of Republic, Missouri, Chapter 120 (“City Officers And Employees”), Article 120-I (“General Provisions”), Section 120.025 (“Mayor And Council Compensation”) of the Municipal Code of the City of Republic, Missouri is hereby amended to read as follows:

120.025 Mayor And Council Compensation

- A. Mayor — Compensation. The Mayor shall be paid the sum of ~~four~~ **five** hundred dollars (~~\$4500.00~~) **for each regular or special meeting he or she attends while in office, payable on a monthly basis.** ~~month during his tenure in office.~~
- B. City Council — Compensation. Each member of the City Council shall be paid the sum of two hundred **fifty** dollars (~~\$2500.00~~) **for each regular or**

special meeting the Councilmember attends while in office, payable on a monthly basis. ~~per month during his tenure in office.~~

~~C. That Ordinance 97-68 is repealed.~~

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

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

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this ____ day of April, 2024.

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: 24-R-16 A Resolution of the City Council Declaring the Results of the April 2, 2024 Municipal Election.

Submitted By: Laura Burbridge, City Clerk

Date: April 16, 2024

Issue Statement

To declare the results of the municipal election held on April 2, 2024.

Discussion and/or Analysis

On April 6, 2021, citizens of Republic were asked to vote for (8) Council seats and Mayor, a 3% sales tax for recreational marijuana, and 6 Charter amendments. The results were as follows:

| MAYOR | Votes: |
|--------------------------------|---------------|
| <u>Four Year Term</u> | |
| Eric Franklin | 588 |
| | |
| COUNCIL MEMBER – WARD 1 | |
| <u>Four Year Term</u> | |
| Eric L. Gerke | 136 |
| | |
| COUNCIL MEMBER – WARD 1 | |
| <u>One Year Term</u> | |
| Justin Shaw | 139 |
| | |
| COUNCIL MEMBER – WARD 2 | |
| <u>Four Year Term</u> | |
| Garry E. Wilson | 62 |
| Joan Stevens | 8 |
| Melanie Clark | 41 |
| Jeremy Mathis | 36 |
| | |
| COUNCIL MEMBER – WARD 2 | |
| <u>One Year Term</u> | |
| Kelly Young | 45 |
| Darran L. Campbell | 112 |



COUNCIL MEMBER – WARD 3

Four Year Term

| | |
|--------------------|----|
| Sean J. Jones | 34 |
| Christopher Updike | 82 |
| Justin D. Snider | 55 |

COUNCIL MEMBER – WARD 3

One Year Term

| | |
|--------------|-----|
| Brian Fields | 125 |
| Dave Gragg | 52 |

COUNCIL MEMBER – WARD 4

Four Year Term

| | |
|-------------|-----|
| Justin Neal | 140 |
|-------------|-----|

COUNCIL MEMBER – WARD 4

One Year Term

| | |
|---------------|-----|
| Daniel Harter | 126 |
|---------------|-----|

PROPOSITION G

Shall the City of Republic, Missouri, Impose an additional sales tax of three percent (3%) on the retail sale of adult use (non-medical) marijuana?

Yes – 421
No – 294

QUESTION 1

Shall the Charter of the City of Republic, Section 4.4(g), be amended, and new Section 6.3 be added, to reassign the duty to appoint the City Attorney from the Mayor to the City Administrator, set forth minimum qualifications and duties of the City Attorney, and set forth the term of employment for the City Attorney?

Yes – 363
No – 336

QUESTION 2

Shall the Charter of the City of Republic, Sections 3.2(c), 14.2(a) and 14.2(b), be amended to establish a schedule for the election of Councilmembers to staggered four-year terms at the General Municipal Election to be held on even years?

Yes – 514
No – 190



QUESTION 3

Shall the Charter of the City of Republic, Section 3.6(c), be amended to clarify that a vacancy in the Council shall be filled for the remainder of the unexpired term, if any, at the next regular municipal election with expiring Council seats on the ballot?

Yes – 500

No – 200

QUESTION 4

Shall the Charter of the City of Republic, Sections 3.10(f) and 3.10(g), be amended to establish requirements and procedures for the first and second reading of ordinances by title during a single open Council meeting, and for final passage of an ordinance as part of the consent agenda at an open Council meeting?

Yes – 411

No – 279

QUESTION 5

Shall the Charter of the City of Republic, Section 7.6, be repealed and a new subsection 7.3(f) be added to make capital planning part of the annual budget?

Yes – 470

No – 228

QUESTION 6

Shall the Charter of the City of Republic, Section 10.3, be repealed to allow for the administrative management of temporary permits issued for the operation of public utilities in accord with Republic Municipal Code?

Yes – 402

No – 289

Certified results are attached.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL DECLARING THE RESULTS OF THE APRIL 2, 2024 MUNICIPAL ELECTION

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 Greene County Clerk and the Christian County Clerk have certified the results of the April 2, 2024 municipal election and have provided the official return to the City; and

WHEREAS, the City Council desires to declare the results of said election in accordance with applicable law.

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

Section 1. The municipal election referred to above and herein has been found to have been held in all respects as required by the Constitution and Laws of the State of Missouri, and the Charter and Ordinances of the City of Republic, Missouri, all duly qualified electors of the City of Republic, and no others were permitted to vote, and that the results of said election are found and declared to be as follows:

MAYOR

Four Year Term

Eric Franklin 588

COUNCIL MEMBER – WARD 1

Four Year Term

Eric L. Gerke 136

COUNCIL MEMBER – WARD 1

One Year Term

Justin Shaw 139

COUNCIL MEMBER – WARD 2

Four Year Term

Garry E. Wilson 62

Joan Stevens 8

Melanie Clark 41

Jeremy Mathis 36

COUNCIL MEMBER – WARD 2

One Year Term

Kelly Young 45

Darran L. Campbell 112

COUNCIL MEMBER – WARD 3

Four Year Term

| | |
|--------------------|----|
| Sean J. Jones | 34 |
| Christopher Updike | 82 |
| Justin D. Snider | 55 |

COUNCIL MEMBER – WARD 3

One Year Term

| | |
|--------------|-----|
| Brian Fields | 125 |
| Dave Gragg | 52 |

COUNCIL MEMBER – WARD 4

Four Year Term

| | |
|-------------|-----|
| Justin Neal | 140 |
|-------------|-----|

COUNCIL MEMBER – WARD 4

One Year Term

| | |
|---------------|-----|
| Daniel Harter | 126 |
|---------------|-----|

PROPOSITION G

Shall the City of Republic, Missouri, Impose an additional sales tax of three percent (3%) on the retail sale of adult use (non-medical) marijuana?

Yes – 421

No – 294

QUESTION 1

Shall the Charter of the City of Republic, Section 4.4(g), be amended, and new Section 6.3 be added, to reassign the duty to appoint the City Attorney from the Mayor to the City Administrator, set forth minimum qualifications and duties of the City Attorney, and set forth the term of employment for the City Attorney?

Yes – 363

No – 336

QUESTION 2

Shall the Charter of the City of Republic, Sections 3.2(c), 14.2(a) and 14.2(b), be amended to establish a schedule for the election of Councilmembers to staggered four-year terms at the General Municipal Election to be held on even years?

Yes – 514

No – 190

QUESTION 3

Shall the Charter of the City of Republic, Section 3.6(c), be amended to clarify that a vacancy in the Council shall be filled for the remainder of the unexpired term, if any, at the next regular municipal election with expiring Council seats on the ballot?

Yes – 500
No – 200

QUESTION 4

Shall the Charter of the City of Republic, Sections 3.10(f) and 3.10(g), be amended to establish requirements and procedures for the first and second reading of ordinances by title during a single open Council meeting, and for final passage of an ordinance as part of the consent agenda at an open Council meeting?

Yes – 411
No – 279

QUESTION 5

Shall the Charter of the City of Republic, Section 7.6, be repealed and a new subsection 7.3(f) be added to make capital planning part of the annual budget?

Yes – 470
No – 228

QUESTION 6

Shall the Charter of the City of Republic, Section 10.3, be repealed to allow for the administrative management of temporary permits issued for the operation of public utilities in accord with Republic Municipal Code?

Yes – 402
No – 289

Section 2. The full, true, and correct copies of the election certifications cast at the April 2, 2024 municipal election received from the Greene County Clerk’s Office and the Christian County Clerk’s Office, attached hereto and labeled “Attachment A” and “Attachment B” respectively, are the final certifications of the results for said election and constitute the official returns of said election pursuant to Section 115.507, Revised Statutes of Missouri.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

April 2, 2024 General Municipal Election

We, the undersigned representatives of opposite political parties, hereby certify that on the 2nd day of April, 2024 we did tabulate all returns of the General Municipal Election held at the various voting locations within said county between the hours of 6:00 a.m. and 7:00 p.m., the following being a true and accurate account of the vote at said polling places, as well as the absentee ballots, and as certified by the verification board as provided in 115.507, RSMo.

City of Republic

FOR MAYOR
FOUR YEAR TERM

Eric Franklin 584

FOR COUNCIL MEMBER – WARD 1
FOUR YEAR TERM

Eric L. Gerke 136

FOR COUNCIL MEMBER – WARD 1
ONE YEAR TERM

Justin Shaw 139

FOR COUNCIL MEMBER – WARD 2
FOUR YEAR TERM

| | |
|-----------------|----|
| Garry E. Wilson | 62 |
| Joan Stevens | 8 |
| Melanie Clark | 41 |
| Jeremy Mathis | 36 |

FOR COUNCIL MEMBER – WARD 2
ONE YEAR TERM

| | |
|--------------------|-----|
| Kelly Young | 45 |
| Darran L. Campbell | 112 |

FOR COUNCIL MEMBER – WARD 3
FOUR YEAR TERM

| | |
|--------------------|----|
| Sean J. Jones | 34 |
| Christopher Updike | 82 |
| Justin D. Snider | 55 |

FOR COUNCIL MEMBER – WARD 3
ONE YEAR TERM

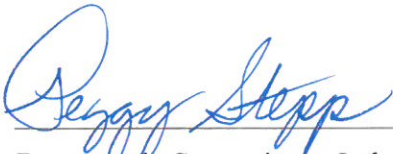
| | |
|--------------|-----|
| Brian Fields | 125 |
| Dave Gragg | 52 |

FOR COUNCIL MEMBER – WARD 4
FOUR YEAR TERM

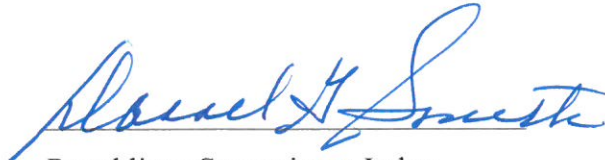
| | |
|-------------|-----|
| Justin Neal | 136 |
|-------------|-----|

FOR COUNCIL MEMBER – WARD 4
ONE YEAR TERM

| | |
|---------------|-----|
| Daniel Harter | 124 |
|---------------|-----|



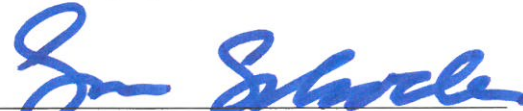
 Democratic Supervisory Judge



 Republican Supervisory Judge

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

IN TESTIMONY WHEREOF, I, Shane Schoeller, County Clerk, hereunto set my hand and affix the Seal of the County of Greene, at my office in Springfield, Missouri, this 8th day April, 2024.



 SHANE SCHOELLER
 COUNTY CLERK

April 2, 2024 General Municipal Election

We, the undersigned representatives of opposite political parties, hereby certify that on the 2nd day of April, 2024 we did tabulate all returns of the General Municipal Election held at the various voting locations within said county between the hours of 6:00 a.m. and 7:00 p.m., the following being a true and accurate account of the vote at said polling places, as well as the absentee ballots, and as certified by the verification board as provided in 115.507, RSMo.

City of Republic

PROPOSITION G

SHALL THE CITY OF REPUBLIC, MISSOURI, IMPOSE AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE (NON-MEDICAL) MARIJUANA?

| | |
|-----|-----|
| Yes | 419 |
| No | 292 |

Question 1

Shall the Charter of the City of Republic, Section 4.4(g), be amended, and new Section 6.3 be added, to reassign the duty to appoint the City Attorney from the Mayor to the City Administrator, set forth minimum qualifications and duties of the City Attorney, and set forth the term of employment for the City Attorney?

| | |
|-----|-----|
| Yes | 361 |
| No | 334 |

Question 2

Shall the Charter of the City of Republic, Sections 3.2(c), 14.2(a) and 14.2(b), be amended to establish a schedule for the election of Councilmembers to staggered four-year terms at the General Municipal Election to be held on even years?

| | |
|-----|-----|
| Yes | 510 |
| No | 190 |

Question 3

Shall the Charter of the City of Republic, Section 3.6(c), be amended to clarify that a vacancy in the Council shall be filled for the remainder of the unexpired term, if any, at the next regular municipal election with expiring Council seats on the ballot?

| | |
|-----|-----|
| Yes | 496 |
| No | 200 |

Question 4

Shall the Charter of the City of Republic, Sections 3.10(f) and 3.10(g), be amended to establish requirements and procedures for the first and second reading of ordinances by title during a single open Council meeting, and for final passage of an ordinance as part of the consent agenda at an open Council meeting?

| | |
|-----|-----|
| Yes | 409 |
| No | 277 |

Question 5

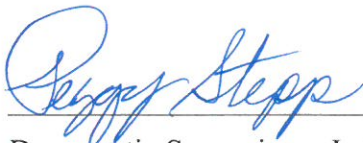
Shall the Charter of the City of Republic, Section 7.6, be repealed and a new subsection 7.3(f) be added to make capital planning part of the annual budget?

| | |
|-----|-----|
| Yes | 466 |
| No | 228 |

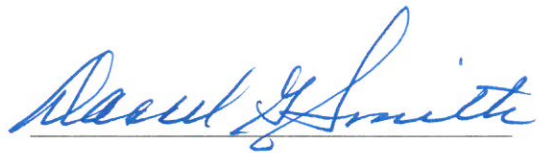
Question 6

Shall the Charter of the City of Republic, Section 10.3, be repealed to allow for the administrative management of temporary permits issued for the operation of public utilities in accord with Republic Municipal Code?

| | |
|-----|-----|
| Yes | 398 |
| No | 289 |



Democratic Supervisory Judge



Republican Supervisory Judge

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

IN TESTIMONY WHEREOF, I, Shane Schoeller, County Clerk, hereunto set my hand and affix the Seal of the County of Greene, at my office in Springfield, Missouri, this 8th day April, 2024.



SHANE SCHOELLER
COUNTY CLERK

**CERTIFICATION OF ELECTION RESULTS
BY CHRISTIAN COUNTY CLERK**

To: Laura Burbridge, City Clerk of the City of Republic, Christian County, Missouri.

The following is the Official Certificate of Election Results of the General Municipal Election held on April 2, 2024, in Christian County, Missouri, and certified on April 5, 2024.

I, Paula Brumfield, Christian County Clerk, do hereby certify the election returns for the City of Republic, Christian County, Missouri.

**MAYOR
FOUR YEAR TERM
VOTE FOR ONE**

ERIC FRANKLIN 4 VOTES

**FOR COUNCIL MEMBER WARD IV
FOUR YEAR TERM
VOTE FOR ONE**

JUSTIN NEAL 4 VOTES

**FOR COUNCIL MEMBER WARD IV
ONE YEAR TERM
VOTE FOR ONE**

DANIEL HARTER 2 VOTES

PROPOSITION G

Shall the City of Republic, Missouri, impose an additional sales tax of three percent (3%) on the retail sale of adult use (Non-Medical) marijuana?

YES 2 VOTES NO 2 VOTES

QUESTION 1

Shall the Charter of the City of Republic, Section 4.4(g), be amended, and new Section 6.3 be added, to reassign the duty to appoint the City attorney from the Mayor to the City Administrator, set forth minimum qualifications and duties of the City Attorney, and set forth the term of employment for the City Attorney?

YES 2 VOTES NO 2 VOTES

QUESTION 2

Shall the Charter of the City of Republic, Section 3.2(c), 14.2(a) and 14.2(b), be amended to establish a schedule for the election councilmembers to staggered four-year terms at the General Municipal election to be held on even years?

YES 4 VOTES

NO 0 VOTES

QUESTION 3

Shall the Charter of the City of Republic, Section 3.6(c), be amended to clarify that a vacancy in the Council shall be filled for the remainder of the unexpired term, if any, at the next regular municipal election with expiring Council seats on the ballot?

YES 4 VOTES

NO 0 VOTES

QUESTION 4

Shall the Charter of the City of Republic, Section 3.10(f) and 3.10(g), be amended to establish requirements and procedures for the first and second reading of ordinances by title during a single open Council meeting, and for final passage of an ordinance as part of the consent agenda at an open Council meeting?

YES 2 VOTES

NO 2 VOTES

QUESTION 5

Shall the Charter of the City of Republic, Section 7.6, be repealed and a new subsection 7.3(f) be added to make capital planning part of the annual budget?

YES 4 VOTES

NO 0 VOTES

QUESTION 6

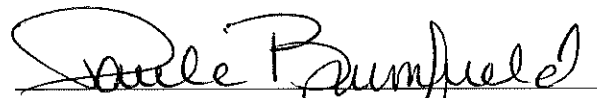
Shall the Charter of the City of Republic, Section 10.3, be repealed to allow for the administrative management of temporary permits issued for the operation of public utilities in accord with Republic Municipal Code?

YES 4 VOTES

NO 0 VOTES

CERTIFICATION OF ELECTION RESULTS

I, Paula Brumfield, County Clerk/Election Authority of Christian County, Missouri, do hereby certify that the foregoing is a full and accurate return of all votes cast at the above-named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.


County Clerk/Election Authority
Christian County Missouri





AGENDA ITEM ANALYSIS

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

Submitted By: Angel Falig, City Engineer

Date: April 16, 2024

Issue Statement

The BUILDS Department is requesting the approval of an Illicit Discharge Ordinance to strengthen the City’s Municipal Separate Storm Sewer System (MS4) stormwater program.

Discussion and/or Analysis

The Illicit Discharge Ordinance is proposed in Chapter 720 of Title VII – Utilities. The goal of this Ordinance is to:

- Prohibit non-stormwater related discharges into the storm sewer system
- Provide a means for investigation of suspected discharges
- Outlines allowable enforcement actions for violators and violations

These steps will help to protect water quality in the community and contribute to compliance of the City’s MS4 stormwater permit. The material in this Ordinance closely aligns with other MS4 permitted communities in the region.

Recommended Action

Staff is recommending approval of this Ordinance.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VII (“UTILITIES”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY ADDING NEW CHAPTER 720 (“ILLICIT DISCHARGE INTO MUNICIPAL SEPARATE STORM SEWER SYSTEM”)

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

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

WHEREAS, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to add a chapter to address illicit discharges into the City’s storm sewer system.

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

Section 1: Title VII (“Utilities”) of the Municipal Code of the City of Republic, Missouri is hereby amended to add new Chapter 720 (“Illicit Discharge Into Municipal Separate Storm Sewer System”) therein, which shall read as follows:

Title VII Utilities

Chapter 720 Illicit Discharge Into Municipal Separate Storm Sewer System

Article 720-I General Provisions – Stormwater

720.010 Purpose

A. The purpose of Articles I through III is to provide for the health, safety and general welfare of the citizens of the City of Republic through the regulation of non-stormwater discharges to the Storm Sewer System to the maximum extent practicable as required by Federal and State law. This Chapter establishes methods for controlling the introduction of pollutants into the Storm Sewer System in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4) permit process. The objectives of this Chapter are:

- 1. To regulate the contribution of pollutants to the Storm Sewer System by stormwater discharges by any User;**
- 2. To prohibit illicit connections and discharges to the Storm Sewer System;**

3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Chapter.

720.020 Scope

The provisions of this Chapter shall apply to all substances entering the Storm Sewer System generated on any developed and undeveloped lands unless explicitly exempted by the City.

720.030 Definitions

For the purposes of this Chapter, the following words or phrases shall mean:

AUTHORIZED ENFORCEMENT AGENCY Employees or designees of the City.

BEST MANAGEMENT PRACTICES (BMPS) Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters or Storm Sewer System. BMPs also include treatment practices, operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal or drainage from raw materials storage.

CLEAN WATER ACT The Federal Water Pollution Control Act of 1972 (33 U.S.C. 1251 et seq.), and any subsequent amendments thereto.

CONSTRUCTION ACTIVITY Activities subject to the rules and restrictions contained in construction permits issued by the National Pollutant Discharge Elimination System (NPDES) that are performed in connection with construction projects resulting in total land disturbance of one (1) acre or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating and demolition.

DISCHARGE Any direct or indirect stormwater discharge to the Storm Sewer System.

HAZARDOUS MATERIALS Any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or

the environment when improperly treated, stored, transported, disposed of or otherwise managed.

ILLEGAL DISCHARGE Any direct or indirect non-stormwater discharge to the Storm Sewer System, except as exempted in this Chapter.

ILLICIT CONNECTIONS An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the Storm Sewer System including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater and wash water to enter the Storm Sewer System and any connections to the Storm Sewer System from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized enforcement agency, or Any drain or conveyance connected from a commercial or industrial land use to the Storm Sewer System which has not been documented in plans, maps or equivalent records and approved by an authorized enforcement agency.

INDUSTRIAL ACTIVITY Activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26 (b) (14).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) See “Storm Sewer System”.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT A permit issued pursuant to Section 402 of the Act.

NON-STORMWATER DISCHARGE Any discharge to the Storm Sewer System that is not composed entirely of stormwater.

PERSON Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

POLLUTANT Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter or other discarded or abandoned objects, ordinances and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from

constructing a building or structure; and noxious or offensive matter of any kind.

PREMISES Any building, lot, parcel of land or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

STORM SEWER SYSTEM The system of conveyances (including, but not limited to, any roads with drainage systems, streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and humanmade or altered drainage channels, reservoirs and other drainage structures) owned and operated by the City of Republic or located within City limits that is designed or used for collecting or conveying stormwater as authorized by the Missouri Department of Natural Resources, and that is not used for collecting or conveying sewage.

STORMWATER Any surface flow, runoff and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

STORMWATER POLLUTION PREVENTION PLAN A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, Storm Sewer System and/or receiving waters to the maximum extent practicable.

USER Any person who discharges or illegally discharges into the Storm Sewer System.

WASTEWATER Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

720.040 Responsibility for Administration

The City shall have the authority to administer, implement and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the City may be delegated in writing by the City to persons or entities acting in the beneficial interest of or in the employ of the agency.

720.050 Severability

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, sentence or paragraph of this Chapter, or the application thereof, to any person, establishment or circumstance shall be held

unconstitutional, unenforceable or otherwise invalid, such holding shall not affect the other provisions or application of this Chapter, which shall remain intact and enforceable.

720.060 Ultimate Responsibility

The standards set forth in this Chapter are intended to serve as the minimum standard for compliance. This Chapter is not intended to suggest or imply that compliance with the standards herein by any single person or group of persons will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. The User is ultimately responsible for compliance with this Chapter and other applicable regulations.

Article 720-II Discharge Prohibitions

720.070 Discharges – Prohibited -- Exceptions

- A. No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the Storm Sewer System any pollutants or waters containing any pollutants, including floatable materials or substances, other than stormwater. This includes portable restroom facilities, which must be located a minimum of fifty (50) feet from stormwater inlets.
- B. The commencement, conduct or continuance of any illegal discharge to the Storm Sewer System is prohibited except as described as follows:
- C. The following discharges are exempt from discharge prohibitions established by this Chapter:
 1. Water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands and street wash water.
 2. Discharges or flow from firefighting, and other discharges specified in writing by the City as being necessary to protect public health and safety.

3. Dye testing is an allowable discharge but requires a verbal notification to the City prior to the time of the test.
4. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the User and administered under the authority of the United States Environmental Protection Agency (EPA), provided that the User is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the Storm Sewer System.

720.080 Industrial or Construction Activity Discharges – Prohibited -- Exceptions

- A. Any person subject to the provisions of an NPDES stormwater discharge permit shall comply with all provisions of such permit and this Section herein.
 1. Proof of compliance with said permit may be required in a form acceptable to the City prior to allowing any discharges to the Storm Sewer System.
- B. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
- C. Concrete washout water is prohibited from entering the Storm Sewer System, any body of water, or leaching into the ground or underlying soils.
 1. Washout containers must be watertight.
 2. Washouts on or in the ground must be lined with a suitable impervious liner.
 3. Rinsing operations and concrete washout water containers shall not be located less than 30 feet from any sewer, drain, catch basin, or body of water without the written approval of the City.
 4. Collected concrete washout water shall be transported offsite for treatment and disposal or contained onsite until completely evaporated. Any hardened concrete remaining after evaporation shall be disposed of, reused or recycled.

- D. The commencement, conduct or continuance of any illegal discharge to the Storm Sewer System is prohibited except in the case of written confirmation from the City that an exception to the provisions of this Section applies, stating the reason(s) for such exception.

720.090 Illicit Connections -- Prohibited

The construction, use, maintenance or continued existence of illicit connections to the Storm Sewer System is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person shall be considered to be in violation of this Section whether such person directly makes the illicit connection conveying sewage to the Storm Sewer System or indirectly allows such illicit connection to persist despite having actual knowledge of such connection, or, despite other circumstances demonstrating that such person should have reasonably known of such illicit connection.

720.100 Suspension of Storm Sewer System Access

- A. The City may, without prior notice, immediately suspend Storm Sewer System discharge access to any person when the City deems such suspension necessary in order to stop an actual or threatened discharge that presents imminent, substantial danger to the environment, or to the health or welfare of persons, or to the Storm Sewer System, or to the waters of the United States. If the person(s) whose Storm Sewer System discharge access has been suspended fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the Storm Sewer System or waters of the United States or to minimize danger to persons.
- B. Upon providing written notice and compliance with the terms of this section, the City may suspend Storm Sewer System discharge access to any person if the City determines that such termination is necessary to abate or reduce an illicit discharge. In the event of such determination, the City shall provide written notice to the person(s) whose access is to be suspended no less than twenty (20) days prior to implementation of such suspension. In said notice, the City shall advise the person(s) of his or her right to petition the City for reconsideration and of his/her right to request a hearing be conducted on the matter. Upon receipt of such request, the City shall evaluate the same, and upon completion of its

evaluation, provide the requesting person(s) with its decision, in writing, within no more than thirty (30) days after receipt of the request. If a person directly or indirectly reinstates or causes the reinstatement of Storm Sewer System discharge access after the City has suspended or terminated such access, the person shall be in violation of this Chapter and subject to the penalties provided for herein.

720.110 Access To Facilities

- A. The City shall be permitted to enter and inspect facilities subject to regulation under this Chapter as often as may be necessary to determine compliance with this Chapter.
1. If a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
 2. Facility operators shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater and the performance of any additional duties as defined by State and Federal law.
- B. The City shall have the right to set up on any permitted facility such devices as are deemed by the City to be necessary for monitoring and/or sampling of the facility's stormwater discharge.
1. The City has the right to require the User to install monitoring equipment as necessary.
 2. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense.
 3. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City and shall not be replaced.

1. The costs of clearing such access shall be borne by the operator.
- D. Unreasonable delays in allowing the City access to a permitted facility shall constitute a violation of the applicable stormwater discharge permit and of this Chapter.
- E. In the event a person, who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity, denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Chapter, such person shall be in violation of this Chapter and subject to the penalties provided for herein.
- F. If the City has been refused access to any premises, or portion thereof, from which stormwater is discharged into the Storm Sewer System and the City has reason to believe a violation of this Chapter is occurring thereon, or has reason to believe an inspection and/or sampling is necessary to verify compliance with this Chapter or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

720.120 Requirement to Prevent, Control and Reduce Stormwater Pollutants by the Use of Best Management Practices

- A. No person shall conduct or allow any activity, operation or facility which may cause or contribute to pollution or contamination of stormwater, the Storm Sewer System or waters of the U.S without implementing the Best Management Practices adopted by the City.
- B. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the Storm Sewer System or watercourses through the use of these structural and non-structural BMPs.
- C. Any person who owns or legally possesses property that may be the source of an illicit discharge may be required to implement additional structural and non-structural BMPs to prevent discharge of pollutants to the Storm Sewer System, at said person's sole expense.
- D. The following discharges are exempt from discharge prohibitions established by this Chapter:

- E. Compliance with all terms and conditions of a valid NPDES permit issued to the User and other applicable laws and regulations, and provided that written approval has been granted authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this Section. These BMPs shall be part of a Stormwater Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

720.130 Watercourse Protection

- A. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation and other obstacles that would pollute, contaminate or significantly retard the flow of water through the watercourse.
- B. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function or physical integrity of the watercourse.

720.140 Notification of Spills

- A. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the Storm Sewer System, said person shall take all necessary steps to ensure the discovery, containment and clean-up of such release.
- B. In the event of a release as provided for above in subsection (A), said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services, as defined by state law.
- C. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day.

- D. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within five (5) business days of the phone notice.
- E. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.
- F. Failure to provide notification of a release as provided above is a violation of this Chapter.

Article 720-III Enforcement 720.150 Enforcement

- A. Whenever the City finds that a person has violated a provision or failed to meet a requirement of this Chapter, the City may issue written notice of violation to the responsible person. Such notice may require, without limitation, any or all of the following:
 - 1. The performance of monitoring, analyses and reporting;
 - 2. The elimination of illicit connections or discharges;
 - 3. That violating discharges, practices or operations shall cease and desist;
 - 4. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - 5. Payment of a sum of money equivalent to the administrative and remediation costs;
 - 6. The implementation of source control or treatment BMPs.
- B. In the event the City issues a written notice of violation pursuant to this section, said notice shall include the following:
 - 1. A deadline set at the City's sole discretion within which such remediation or restoration must be completed.
 - 2. Advisement to the recipient that should the violator fail to remediate or restore within the established deadline, the violator may be prosecuted for a violation of this Chapter, the City may seek injunctive relief, or the City may elect to perform

the required remediation or restoration at the violator's sole expense.

- C. In lieu of enforcement proceedings, penalties and remedies authorized by this Chapter, the City may include at the sole discretion of the City alternative compensatory action such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.
- D. Any person identified on the written notice of violation provided by the City in Paragraph B of this Section may seek to file an appeal per Section 720.210.

720.160 Enforcement Measures

- A. If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or in the event of an appeal, within thirty (30) days of the decision of the municipal authority upholding the decision of the City, then representatives of the City shall have the right to enter upon the subject property and are authorized to take any and all measures reasonably necessary to abate the violation and/or restore the property
- B. It shall be unlawful for any person, owner, agent or person in possession of any premises subject to the written notice of violation to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

720.170 Cost of Abatement of the Violation

- A. Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs.
 - 1. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) days.
 - 2. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

- B. Any person in violation of any of the provisions of this Chapter shall become liable to the City in an amount equal to the assessment, including the costs of abatement and any administrative costs incurred in connection with the abatement, by reason of such violation.

720.180 Injunctive Relief

It shall be unlawful for any person to violate or otherwise fail to comply with any of the requirements set forth in this Chapter. If a person has violated or continues to violate the provisions of this Chapter, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

720.190 Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties provided herein, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is a threat to public health, safety and welfare and is declared and deemed a nuisance and may be summarily abated or restored at the violator's expense and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

720.200 Criminal Prosecution

- A. Any person that has violated or continues to violate this Chapter shall be liable to criminal prosecution to the fullest extent of the law and shall be subject to a penalty of up to five hundred dollars (\$500.00) per violation and/or imprisonment for up to thirty (30) days per violation.

Each day on which a violation of this Chapter shall be committed or continued from the preceding day shall constitute a separate offense for which the penalties provided for herein may be imposed.

720.210 Appeal of Notice of Violation

Any person receiving a notice of violation may appeal the determination of the stormwater coordinator. The notice of appeal must be received within 10 calendar days from the date of the notice of violation. Hearing on the appeal

before the city administrator or their designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

720.220 Remedies Not Exclusive

The remedies listed in this Chapter are not exclusive of any other remedies available under any applicable Federal or State law and it is within the discretion of the City to seek cumulative remedies.

720.230 Compatibility With Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Chapter are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this Chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

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:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 5:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this ____ day of February, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Minimum Control Measures of Pollution Prevention





AGENDA ITEM ANALYSIS

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

Submitted By: Patrick Ruiz – Associate Planner

Date: April 16, 2024

Issue Statement

Inclusive Housing, LLC has applied to change the Zoning Classification of approximately 0.40 acres of property located at the 300 Block of West Broad Street from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.40 acres of land located at W. Broad St.; the site is currently a vacant piece of property. The existing configuration of the lot was subdivided at the time of the administrative replat that was completed and recorded in 2019.

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

Consistency with the Comprehensive Plan

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

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

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

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

Compatibility with Surrounding Land Uses

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

The Two-Family Residential (R-2) Zoning District is intended to permit and establish regulations for two family residential dwellings. The general land uses of the area are residential and commercial in nature and such rezone would be compatible and harmonious with adjacent properties when appropriate screening requirements, as regulated by Article-X Landscaping and Screening, are provided at the time of development.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located near the site.

One 6" water main is accessible to the subject property along Broad Street.

One 8" gravity sewer main is accessible to the subject property along Broad Street. Effluent from the subject property would flow to the Lift Station Number Four (4) before being pumped into the gravity system as a whole and flow directly to the Wastewater Treatment Facility.

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

Transportation:

The property will have access off the Local Broad Street. The Adopted Transportation Plan designates Broad Street as a Local Commercial/ Multi-Family Street. Such classification allows for higher density developments due to higher design standards that carry higher amounts of traffic and efficiently move traffic to surrounding Collectors and/or Arterials. In the case of Broad Street, the surrounding Collector and Arterial thoroughfares would be West Avenue and Main Street.

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



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

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 0.4 ACRES OF REAL PROPERTY LOCATED AT THE 300 BLOCK OF WEST BROAD STREET, FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO TWO-FAMILY RESIDENTIAL (R-2)

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, Inclusive Housing, LLC (“Applicant”) submitted an application (No. 24-003) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.4 acres, located at the 300 block of West Broad Street (“the Property”), from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

WHEREAS, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

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

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 0.4 acres, located at the 300 block of West Broad Street in Republic, Missouri, more fully described in the legal description herein below, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2):

ALL OF LOT ONE (1), REPUBLIC A.O.G. SUBDIVISION, A REPLAT OF LOT 16, LOT 17 AND A PORTION OF LOT 18 OF J.W.P. JONES ADDITION, REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
Inclusive Housing, LLC

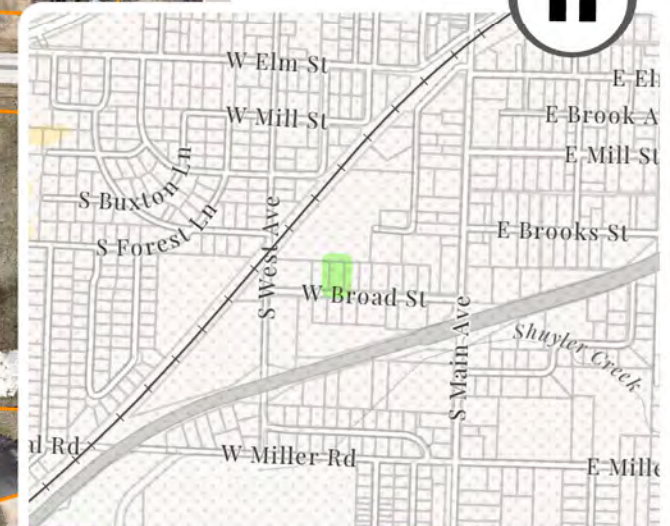
ADDRESS
300 Block - W. Broad St.

ZONING
R1-M | REQUESTED: R-2

PIN
1719421053

WARD
2

ACREAGE
0.40



Site Extent  **Sinkholes** 

Out of City  **Flood**  181 in

W. BROAD ST.
REZN 24-003 | REZONE

Owner/Applicant
Inclusive Housing, LLC

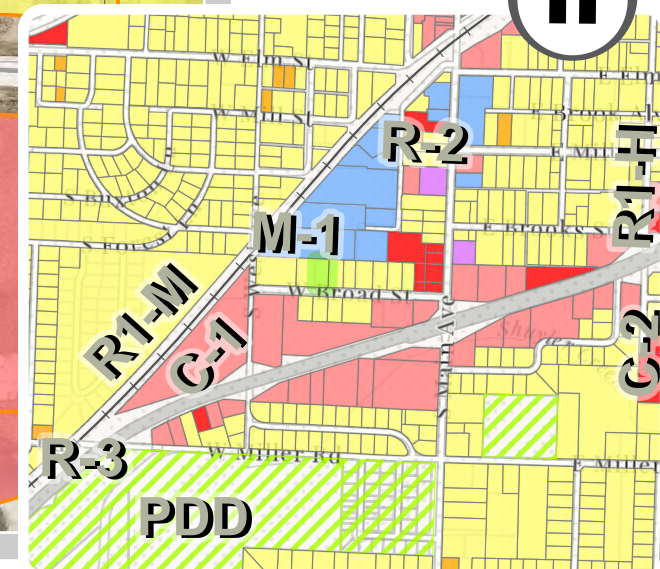
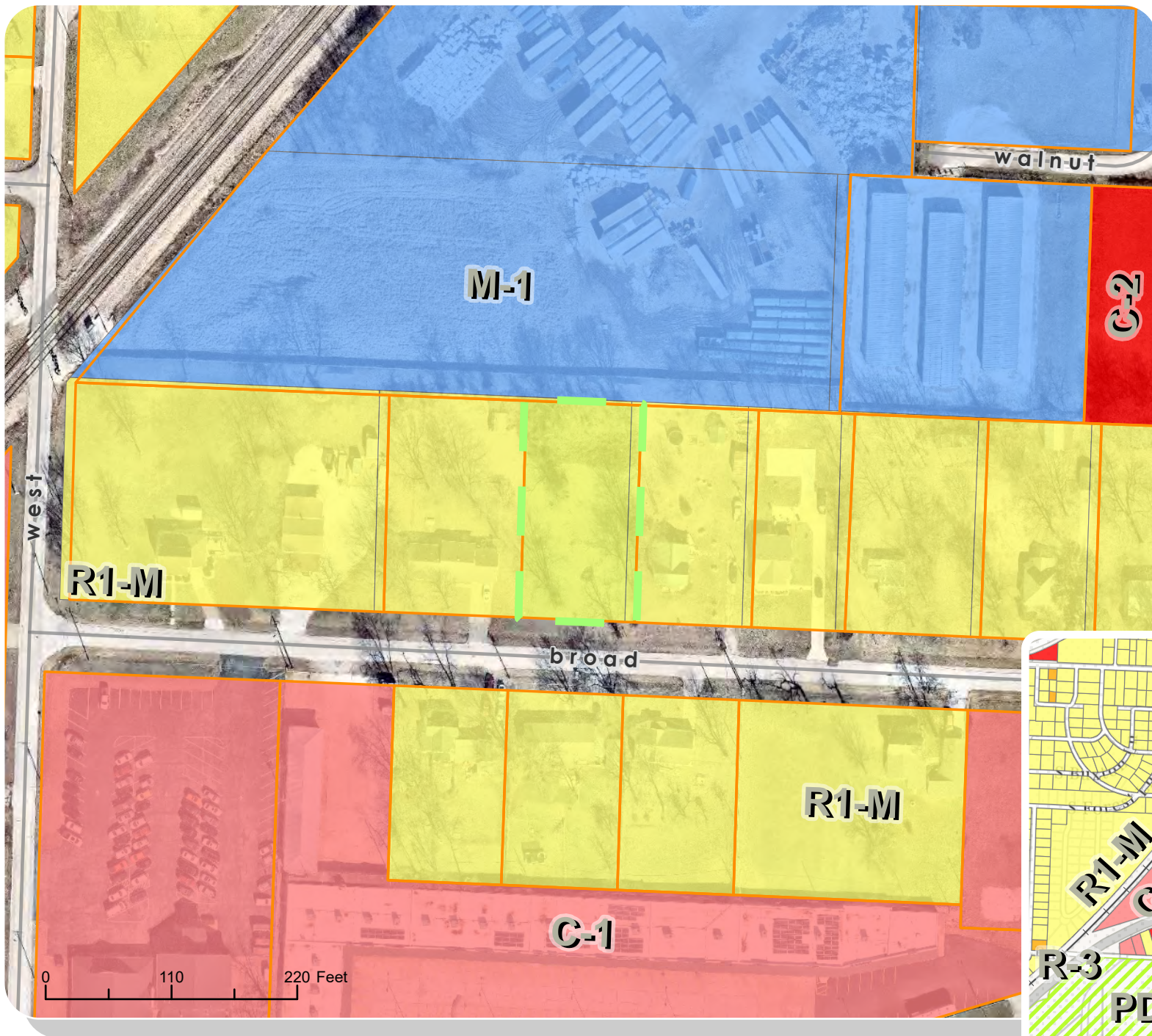
ADDRESS
300 Block - W. Broad St.

ZONING
R1-M | REQUESTED: R-2

PIN
1719421053

WARD
2

ACREAGE
0.40



W. BROAD ST.
REZN 24-003 | REZONE

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

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

No witnesses appeared

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

Approval Denial

Commissioner Name:

DAVIDSON, Ellis III

Commissioner Signature:

Davidson

Date:

4/8/2024

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

.40 acres R1-M → R-2
R1-M, M-1, E-1, + C-2 along the block - Multiple different options around
Water, Transportation, and cartography are applicable to site | so not outstanding
Accessible Housing - R-2 to cover mortgage

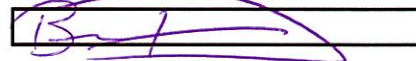
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Debrava

Commissioner Signature:



Date:

4.8.24

Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezoning

Name of Applicant:

Location:

West Broad Street (REZN 24-003)

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

CYNTHIA HYDE

C. Hyde

4/8/2024

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

o fits in w/ plans for area
o ability to be supported by facilities

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

Approval Denial

Commissioner Name:

Morgan Man

Commissioner Signature:

Morgan Man

Date:

4/8/24

Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezone

Name of Applicant:

Location:

West Broad Street (REZN 24-003)

City Council Chambers

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

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

Statement of Relevant Facts Found:

- FIXES AREA AND FILLS A GAP NEEDED

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

BREWER



4/8/24

AGENDA ITEM ANALYSIS

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

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: April 16, 2024

Issue Statement

Enterprise Development LLC to change the Zoning Classification of approximately 5.0 acres of property located at the 1100 Block of North Main Street from Medium-Density Single-Family Residential (R1-M) to High-Density Single-Family Residential (R1-H).

Discussion and/or Analysis

The subject property is currently vacant.

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

Consistency with the Comprehensive Plan

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

- **Community Development Goal 1:** Support market conditions to develop a greater variety of residential and commercial options.
 - **Objective 1B:** Support a variety of housing developments and styles to ensure a range of options are available.

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

Compatibility with Surrounding Land Uses

The subject property is adjacent to the following zoning districts:

- Greene County Zoned Agriculture (A-1) to the North;



- Medium-Density Single-Family Residential (R1-M) and High-Density Single-Family Residential (R1-H) zoning to the South;
- Agricultural (AG) zoning to the West.

The requested zoning district, High-Density Single-Family Residential (R1-H), is consistent with use of adjacent property.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

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

The property is in proximity to City of Republic water and sewer infrastructure.

Effluent would gravity to the Evergreen Lift Station to the North and then on to the Wastewater Treatment Plant from the subject site.

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

Transportation: A Traffic Impact Study (TIS) was required for the Rezoning Application. The TIS indicated that no new improvements were warranted.

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

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY FIVE ACRES OF REAL PROPERTY LOCATED NEAR THE 1100 BLOCK OF NORTH MAIN STREET, FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)

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, Enterprise Developments, LLC (“Applicant”) submitted an application (No. 24-004) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately five (5) acres, located at the 1100 block of North Main Street (“the Property”), Parcel Identification Number 1718100003, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

WHEREAS, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

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

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately five (5) acres, located at the 1100 block of North Main Street in Republic, Missouri, more fully described in the legal description herein below, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H):

ALL THAT PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI LYING SOUTH OF AND ADJACENT TO THE DEED RECORDED IN BOOK 2275 AT PAGE 1690, IN THE OFFICE OF RECORDER OF DEEDS IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
Enterprise Developments, LLC

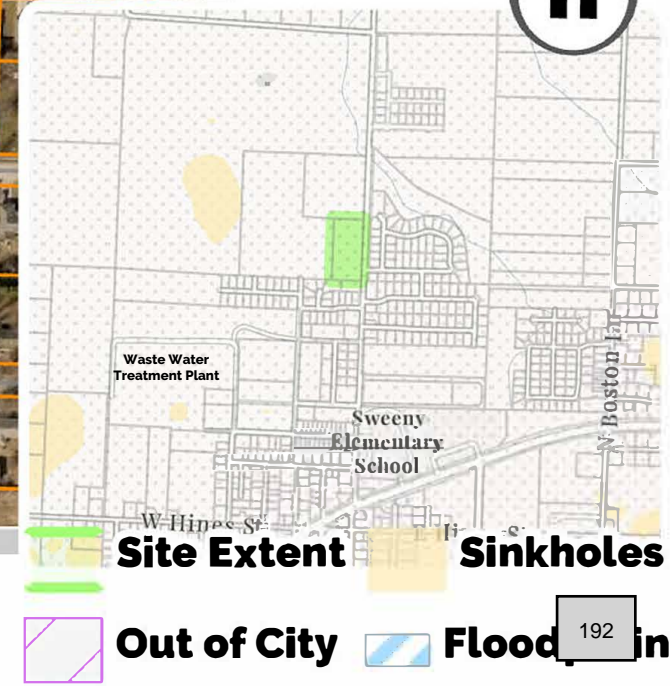
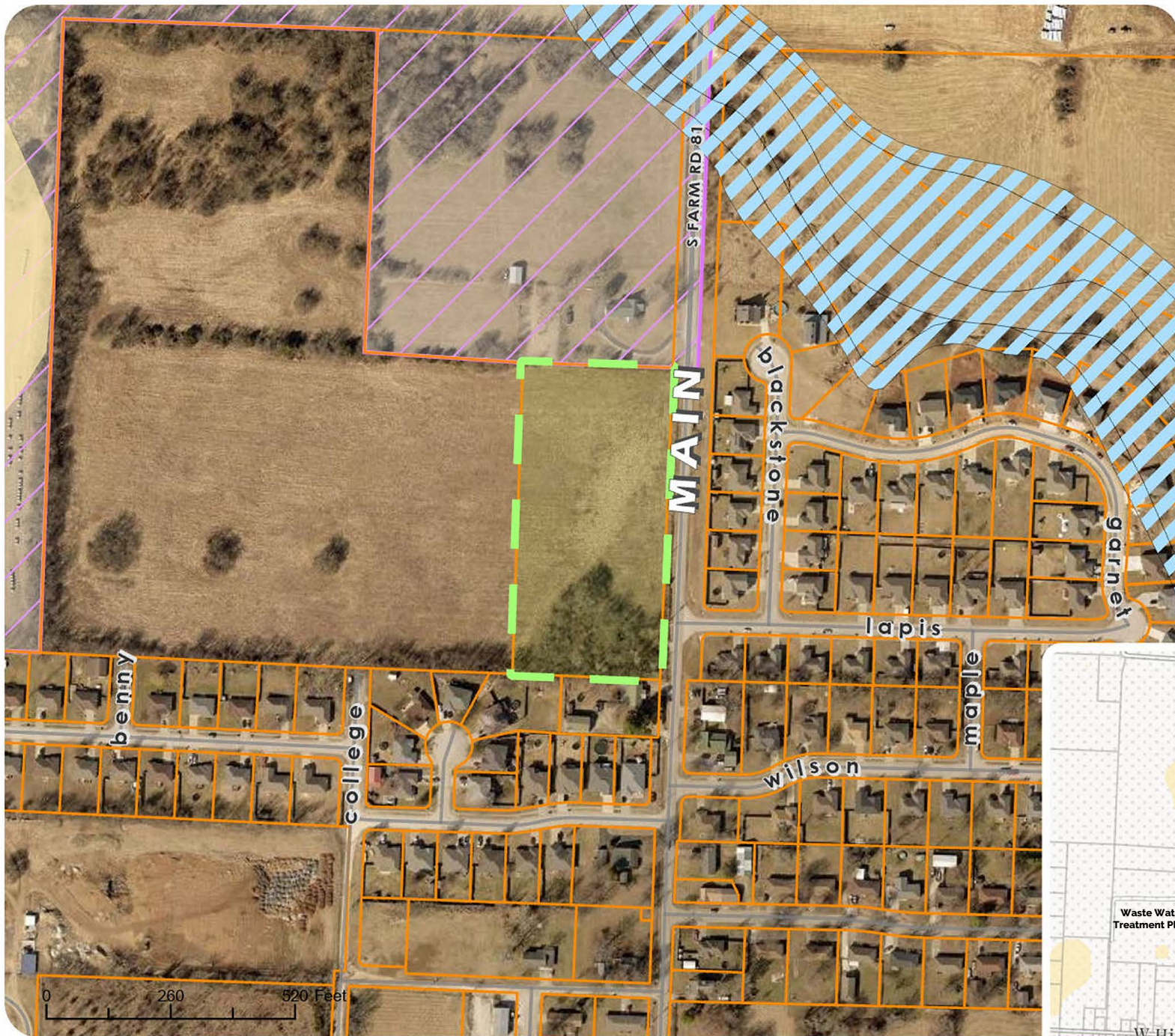
ADDRESS
1100 Block - N. Main St.

ZONING
R1-M | REQUESTED: R1-H

PIN
1718100003

WARD
2

ACREAGE
5.0



N. MAIN ST.
REZN 24-004 | REZONE

Owner/Applicant
Enterprise Developments, LLC

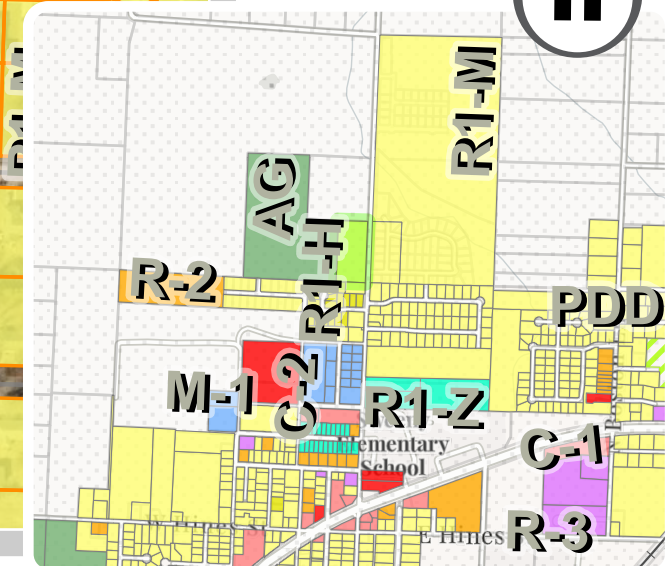
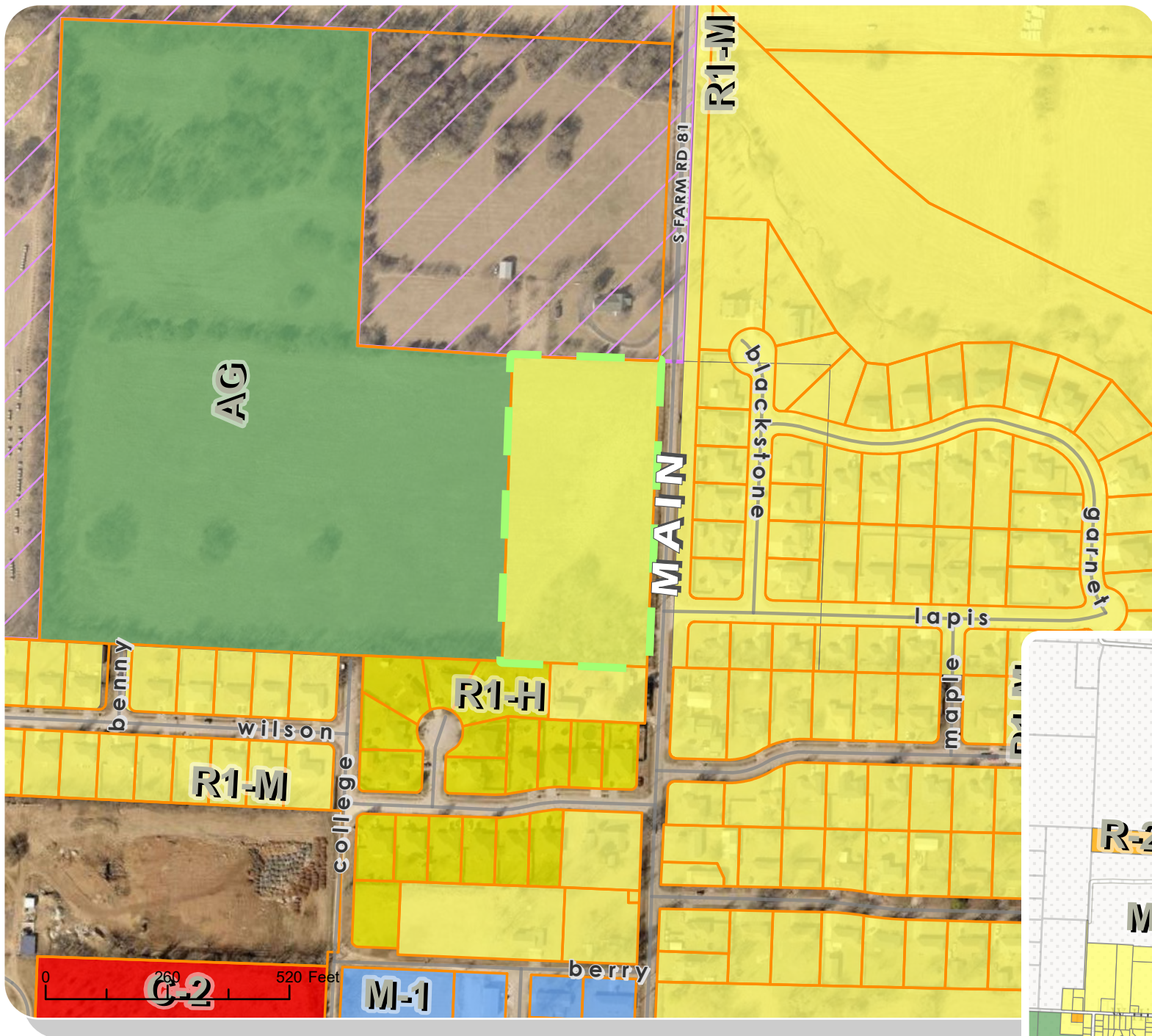
ADDRESS
1100 Block - N. Main St.

ZONING
R1-M | REQUESTED: R1-H

PIN
1718100003

WARD
2

ACREAGE
5.0



N. MAIN ST.
REZN 24-004 | REZONE

Site Extent

Out of City

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

Rezoning: (1) conforms to the City's adopted LUP; (2) conforms to the City's transportation plan; (3) conforms to other adopted plans; (4) is compatible with the surrounding land uses; (5) adequately served by municipal infrastructure and (6) aligned with the purpose of RSMo. Substantial concerns were from neighboring residents were considered and discussed at length. Approx 15 citizens plus the Representative of the applicant spoke during the hearing.

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

Approval Denial

Commissioner Name:

Russell Ellis

Commissioner Signature:

Russell Ellis

Date:

4/8/2024

Findings of Fact

Date of Hearing: 04/08/2024
 Time: 6:00
 Type of Application: Rezone

Name of Applicant: 1100 Block of Main (REZN 24-004)
 Location: City Council Chambers

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

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

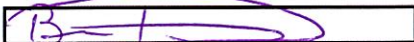
*M+DOT - Main + MO 174 unbundled needs list
 Greene County N+168
 TIS extents? Sust@ connections or for Area?
 Speed Study*

Statement of Relevant Facts Found:

*5.0 acres R1-M → R1-H
 A1, R1-M, R1-H, and AG surrounding
 Water, TIS, and geography are compatible & available
 Turn lanes on main street not required
 On prem storm retention
 Traffic along main street backups.
 Water problems along the north side of property*

*children walking along Main
 Side walk access to Swampy
 Sewer backup?
 Pass through traffic?
 Access to Berry + College
 Internet issues?
 Emergency Access*

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

Commissioner Name: Brian Doubrava
 Commissioner Signature: 
 Date: 4.8.24

By ordinance 185 foot from zoned location
Posted zone page on property
Posted in paper

Item 13.

Single Family plots

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

FLOODING ISSUE. SEWER. CITY DOES NOT CONSIDER RUNOFF / STORAGE WATER
INTERNET ALREADY SLOW. FIX ON THE WAY.
TRAFFIC ON MAIN

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

Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

4/8/2024

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

Falls in line with city's adopted plan
Compatible with surrounding areas
able to be adequately served by municipal infrastructure
traffic study complete and requires no improvements
water retention will be better

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

- AS WE ALL KNOW, TRAFFIC ON MAIN NEEDS WORK

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

Approval Denial

Commissioner Name:

J. RESOLVER

Commissioner Signature:

Date:

4/8/24



AGENDA ITEM ANALYSIS

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

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: April 16, 2024

Issue Statement

Enterprise Development LLC to change the Zoning Classification of approximately 25 acres of property located at the 1100 Block of North Main Street from Agricultural (AG) to High-Density Single-Family Residential (R1-H).

Discussion and/or Analysis

The subject property is currently vacant.

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

Consistency with the Comprehensive Plan

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

- **Community Development Goal 1:** Support market conditions to develop a greater variety of residential and commercial options.
 - **Objective 1B:** Support a variety of housing developments and styles to ensure a range of options are available.

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

Compatibility with Surrounding Land Uses

The subject property is adjacent to the following zoning districts:

- Greene County Zoned Agriculture (A-1) to the North;
- Medium-Density Single-Family Residential (R1-M) to the East;



- Medium-Density Single-Family Residential (R1-M) and High-Density Single-Family Residential (R1-H) zoning to the South;
- Greene County Zoned Agriculture (A-1) zoning to the West.

The requested zoning district, High-Density Single-Family Residential (R1-H), is consistent with use of adjacent property.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

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

The property is in proximity to City of Republic water and sewer infrastructure.

Effluent would gravity to the Evergreen Lift Station to the North and then on to the Wastewater Treatment Plant from the subject site.

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

Transportation: A Traffic Impact Study (TIS) was required for the Rezoning Application. The TIS indicated that no new improvements were warranted.

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

Sinkholes: The subject property **is in proximity** to an identified sinkhole. All construction will be in accordance with Section 410.700 of the City of Republic's adopted ordinances, "Sinkholes and Karst Features", which does not allow for any construction within a 30' setback of the mapped sinkhole. Additionally, the sinkhole and related 30' setback must be restricted to common lots.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY TWENTY-FIVE ACRES OF REAL PROPERTY LOCATED NEAR THE 1100 BLOCK OF NORTH MAIN STREET, FROM AGRICULTURAL (AG) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)

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, Enterprise Developments, LLC (“Applicant”) submitted an application (No. 24-005) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately twenty-five (25) acres, located at the 1100 block of North Main Street (“the Property”), Parcel Identification Number 1718100005, from Agricultural (AG) to High Density Single-Family Residential (R1-H), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

WHEREAS, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

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

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately twenty-five (25) acres, located at the 1100 block of North Main Street in Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) to High Density Single-Family Residential (R1-H):

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI. EXCEPT THAT PART RECORDED IN DEED BOOK 2275 AT PAGE 1690, AND BEING DESCRIBED AS FOLLOWS; THE NORTH 672 FEET OF THE EAST 648.2 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23. ALSO EXCEPT ALL OF THE EAST 330 FEET OF ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 LYING SOUTH OF CONTINGENT WITH AND ADJACENT TO THE NORTH 672 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18. ALL BEING IN GREENE COUNTY, MISSOURI.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Owner/Applicant
Enterprise Development,
LLC

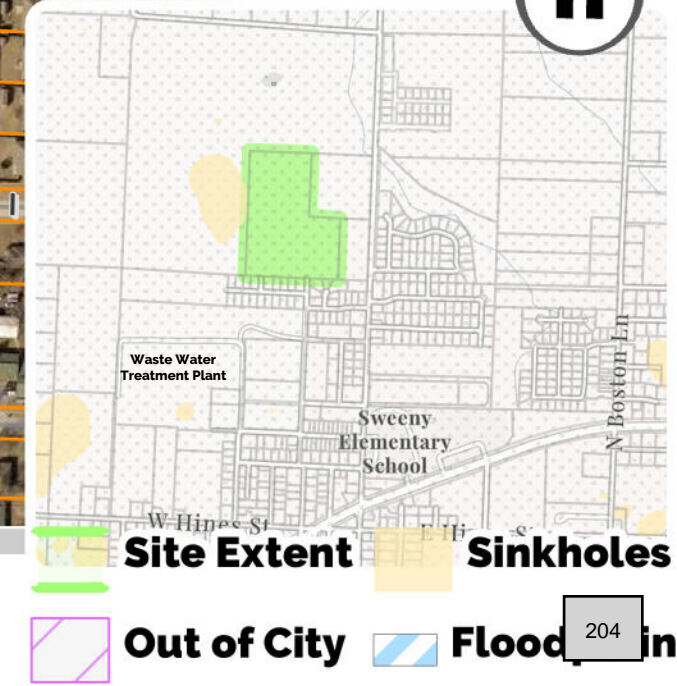
ADDRESS
1100 Block of N Main

ZONING
AG | REQUESTED: R1-H

PIN
1718100005

WARD
2

ACREAGE
25.0



REZN 24-005
REZN 24-005 | REZONE

Owner/Applicant
Enterprise Development,
LLC

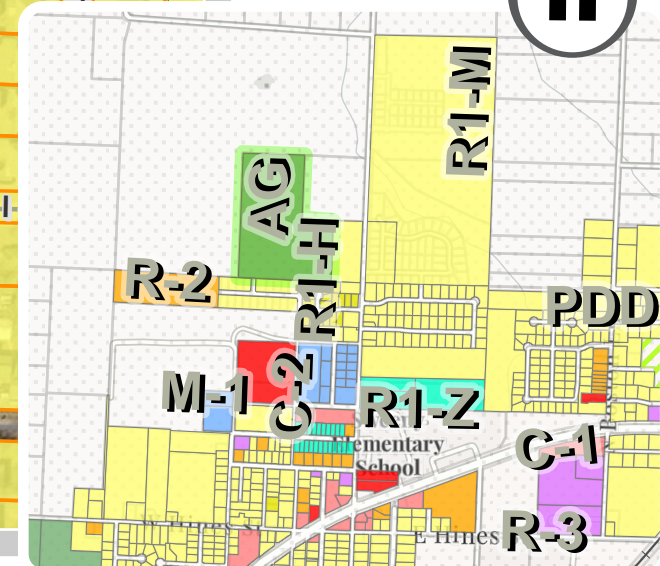
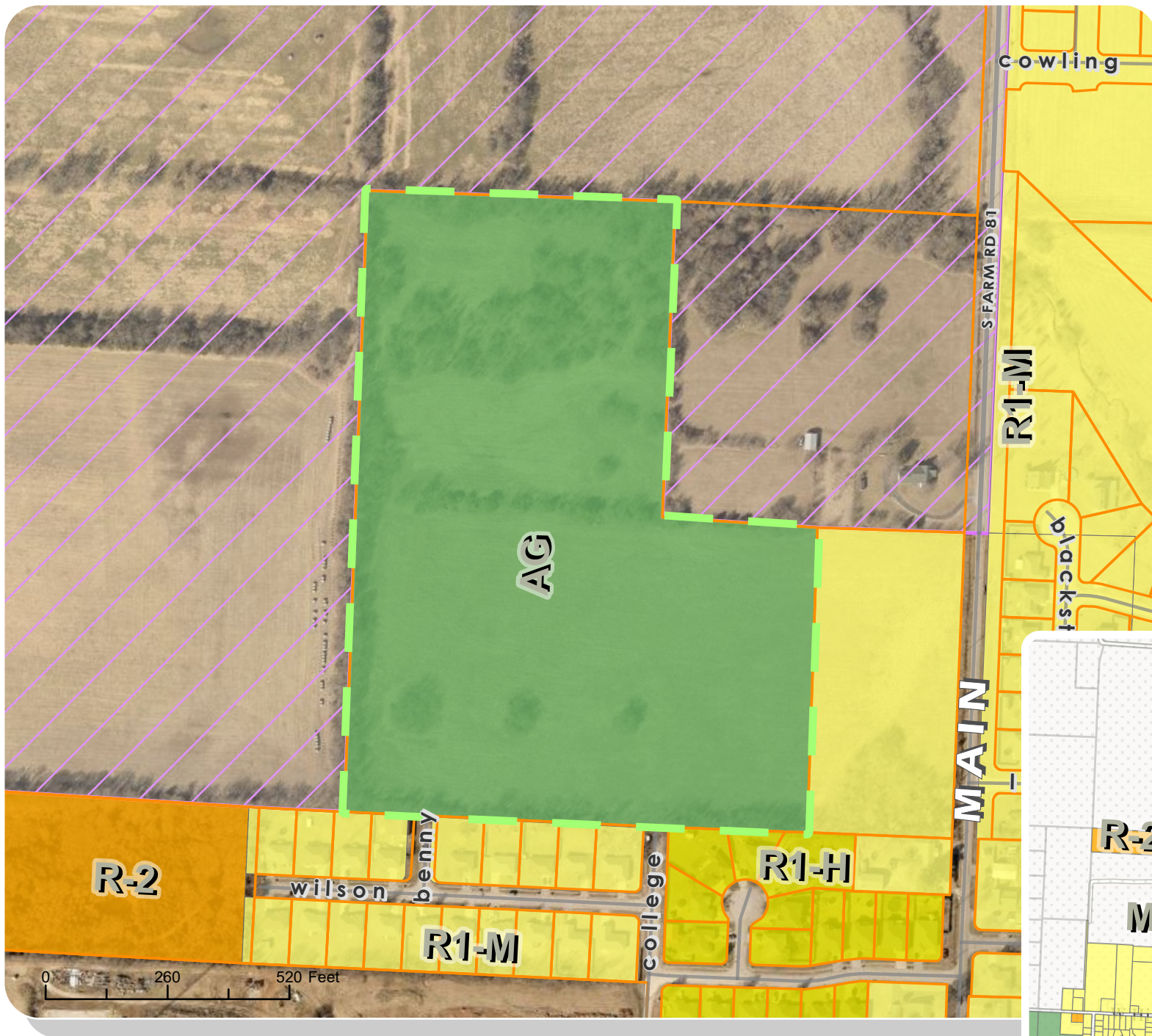
ADDRESS
1100 Block of N Main

ZONING
AG | REQUESTED: R1-H

PIN
1718100005

WARD
2

ACREAGE
25.0



 Site Extent

 Out of City

REZN 24-005
REZN 24-005 | REZONE

Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

1100 Block of Main (REZN 24-005)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

See comments on Rezoning 24-004. Adjoining property and concerns were also presented by citizens

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

Approval Denial

Commissioner Name:

RANDY ELLIS

Commissioner Signature:

Randy Ellis

Date:

4/8/2024

Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezone

Name of Applicant:

Location:

1100 Block of Main (REZN 24-005)

City Council Chambers

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

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

Statement of Relevant Facts Found:

Traffic Study does not take Main into account

25 acres AG → R1-M | In proximity to sinkhole on adjacent property
 Currently vacant | Transportation, water, geography in accordance
 A1, R1-M, R1-H, + A1 surrounding Traffic Enforcement
 R-2 close by | Access into Benny College + Main
 SS front rear yard setback across houses

*Annex → Rezone → Platting → Development → Find Platting Sub. **★ Surrounding Neighbors Do Not Want!***

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

Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

Brian Debrauer

[Signature]

4-8-24

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

o Conforms w/ city's adopted plan
o Compatible w/ surrounding land uses
o follows transportation plan
o adequately served by municipal infrastructure
o

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

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

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

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

Statement of Relevant Facts Found:

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

Commissioner Name: Commissioner Signature: Date:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-17 A Resolution of the City Council Authorizing Execution of a Public Donation Agreement with the Republic Historical Society, Inc. for the Donation of Certain Real Property Located Near 217, 221 and 225 North Main Avenue to Serve as the Site for a Future Historical Museum.

Submitted By: David Cameron, City Administrator

Date: April 16, 2024

Issue Statement

To donate city owned property to the Historical Society for use as a future historical museum.

Discussion and/or Analysis

The Republic Historical Society approached the city with a request to donate the former Public Works property, located at 221 and 225 North Main Avenue (also identified as Groves Addition Lots 9, 10 and 11), and the pocket park located at 217 North Main Avenue (also identified as Groves Addition, Lots 7 and 8), and adjacent real property previously used for parking by Public Works staff members (also identified as Groves Addition, Lots 12 to and including 15). The purpose of the land donation is for the development of a future history museum, event center, and coffee shop. As the city is no longer utilizing this property after the move to the BUILDS facility, the city has no future use for the property. This development would contribute to the downtown revitalization effort.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A PUBLIC DONATION AGREEMENT WITH THE REPUBLIC HISTORICAL SOCIETY, INC. FOR THE DONATION OF CERTAIN REAL PROPERTY LOCATED NEAR 217, 221 and 225 NORTH MAIN AVENUE TO SERVE AS THE SITE FOR A FUTURE HISTORICAL MUSEUM

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

WHEREAS, the City owns real property located at 221 and 225 North Main Avenue (also identified as Groves Addition Lots 9, 10 and 11), 217 North Main Avenue (also identified as Groves Addition, Lots 7 and 8), and adjacent real property previously used for parking by Public Works staff members (also identified as Groves Addition, Lots 12 to and including 15) (collectively, “the Property”); and

WHEREAS, the Republic Historical Society, Inc. (“Historical Society”) has requested the City donate the Property to it for the purpose of constructing a Historical Museum that showcases the history of the City (“the Project”); and

WHEREAS, the City Council supports the Project, as it aligns with the City’s current efforts toward the downtown revitalization initiative to improve the Main Street downtown corridor area; and

WHEREAS, the City desires to negotiate and execute a public donation agreement with the Historical Society for the public purpose of donating the Property to serve as the site for a new historical museum showcasing the City’s history, with possibility of reversion to the City in the event the Historical Society is unable to obtain the necessary funding for the stated public purpose or is otherwise unable to complete the project as intended by a date specified in the agreement; and

WHEREAS, the City intends for the property donation provided for herein to be the City’s sole and final financial contribution to the Project and that any and all future utility, operating or other expenses or costs shall be the sole responsibility of the Historical Society; and

WHEREAS, the City Council finds it in the best interest of the City and its citizens to donate the Property to the Historical Society under conditional terms requiring, among other things, that the Property be used for a public purpose within a specified time frame, such terms to be set forth in a public donation agreement.

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(s), on behalf of the City, is hereby authorized to negotiate and enter into a public donation agreement with the Republic Historical Society, Inc. for the donation of real property located near 217, 221 and 225 North Main Avenue, as shown on “Exhibit A,” attached hereto and incorporated here, to the Historical Society, for the public purpose of building a future Historical Museum showcasing the City’s history.

Section 2: The public donation agreement referenced herein above to be executed by the City shall be in substantially the same form as that attached hereto and labeled "Exhibit B".

Section 3: The public donation agreement shall be contingent upon the Historical Society obtaining the necessary funding and upon the commencement of construction of the museum facility within no greater than five (5) years from the date of passage of this Resolution. Failure to begin construction by 2029 will require said donation to be presented to the City Council again for either approval of an extended construction date or return of said property to the City of Republic.

Section 4: The City Administrator, and/or his designee(s), on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

Section 6: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Eric Franklin, Mayor

Attest:

Laura Burbridge, City Clerk

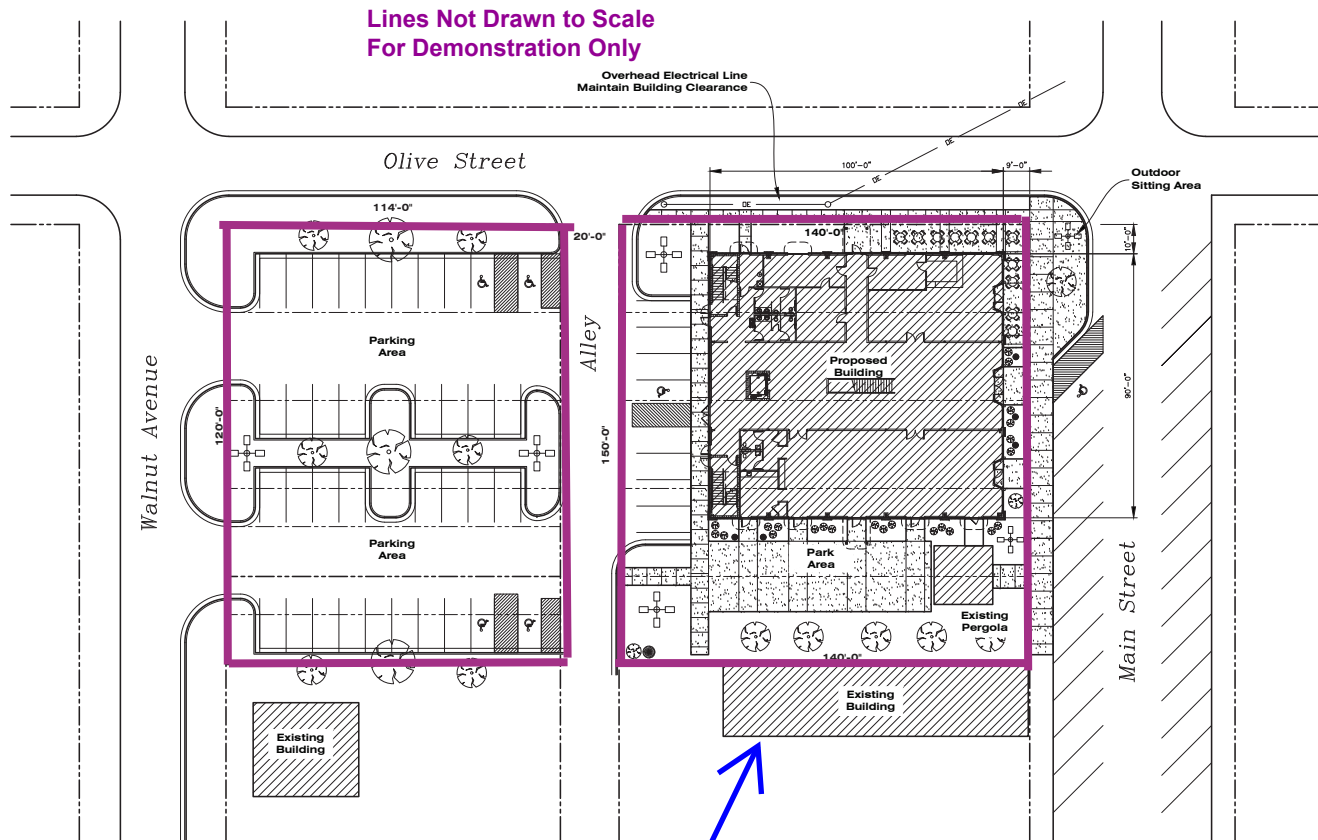
Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

EXHIBIT A



City Hall building

Design Development
Site Plan
 Scale: 1" = 20'-0"



Revisions

Specifications:

Project Analysis:
 Main Level 9,000 Sq Ft
 Upper Level 7,230 Sq Ft
 Total 16,230 Sq Ft

Design Development
 NOT FOR CONSTRUCTION

Architect's Seal

JAMES B.
O'DONNELL III
ARCHITECT

203 North Main Avenue
Republic, Mo 65738
(417) 732-9597
jboarchitect@cablenet.net

Project: **Historic Redevelopment
 Republic Historical Society
 221-225 North Main Street
 Republic, Missouri**

| | |
|--|-------------------------------|
| Sheet Description: Architectural Site Plan | Date: March 5, 2024 |
| | Drawing: 23-126 SP |

The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall remain the property of the Architect, and shall not be, in any part, duplicated and used on other projects, additions, or alterations.

S1.0

PUBLIC DONATION AGREEMENT

This Public Donation Agreement (“Agreement”) is made and entered into this _____ day of April, 2024, by and between the City of Republic, Missouri (the City) and The Republic Historical Society, Inc., a domestic not-for-profit corporation in good standing with the Missouri Secretary of State (“Historical Society”); (collectively, the “Parties”).

RECITALS:

- A. The City owns real property located at 221 and 225 North Main Avenue (also identified as Groves Addition Lots 9, 10 and 11), 217 North Main Avenue (also identified as Groves Addition, Lots 7 and 8), and adjacent real property previously used by City staff for parking (also identified as Groves Addition, Lots 12 to and including 15) (collectively, “the Property”), as depicted on Exhibit A and as further identified by the following legal description(s)¹, in no particular order:

ALL OF LOT SEVEN (7), IN A.S. GROVES ADDITION TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

[and]

ALL OF LOT EIGHT IN A. S. GROVE’S ADDITION TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

[and]

PARCEL NO. 1

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE CONTINUING SOUTH 138.5 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF WALNUT STREET, TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY OF OLIVE, THENCE NORTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET, THENCE EAST 90 FEET TO THE POINT OF BEGINNING, IN REPUBLIC, MISSOURI.

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH AND 90 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, SAID BEGINNING POINT BEING 90 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE SOUTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE NORTH 138.5 FEET, THENCE EAST 90 FEET TO THE POINT OF BEGINNING, ALL IN REPUBLIC, MISSOURI.

¹ The phrase “[and]” is not part of the official legal description(s) for the Property, but is only included to indicate the conclusion of one legal description and beginning of another legal description.

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH AND 180 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, THENCE SOUTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET TO THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE NORTH 138.5 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE EAST 90 FEET TO THE POINT OF BEGINNING, ALL IN REPUBLIC, MISSOURI.

PARCEL NO. 2

BEGINNING 359 FEET WEST AND 122½ FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI, THENCE WEST 270 FEET, THENCE SOUTH 149½ FEET, THENCE EAST 270 FEET, THENCE NORTH 149½ FEET, TO THE BEGINNING, EXCEPT ANY PART USED FOR ROADS.

PARCEL NO. 3

ALL OF LOTS 9, 10, 11, 12, 13, 14, AND 15, IN A. S. GROVES ADDITION, TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

- B. The City desires to donate the Property to the Historical Society, a not-for-profit corporation, for public purpose as set forth herein and as authorized by law, including but not limited to, Section 70.220 of the Revised Statutes of Missouri.
- C. The Historical Society acknowledges that the Property subject to this Agreement is a donation, and that the City has not and will not be provided any direct financial benefit as a condition of the donation or otherwise as a result of this Agreement.
- D. On or about April 16, 2024, the City Council of Republic, Missouri adopted Resolution Number 24-R-XX, authorizing the City to enter into an agreement with the Historical Society containing substantially and materially the same terms as this Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration stated herein, the receipt and adequacy of which are hereby acknowledged and agreed upon by the Parties, the Parties mutually agree and state as follows:

1. Conveyance. The City will deliver to the Historical Society a special warranty deed (or deeds) in customary form, to be executed by the Historical Society, for the purpose of dedicating the Property referenced herein to the Historical Society under the conditions stated thereon and in this Agreement. Such deed(s) shall be recorded by the Historical Society within thirty (30) days of delivery by the City.
2. Historical Museum – Terms and Obligations. The Historical Society will hold the Property for the public purpose(s) detailed herein, specifically, for the purpose of constructing a historical museum intended to showcase the City’s history and educate the City’s residents and guests of the same. The design, engineering, construction, monitoring, inspection, upkeep, maintenance, and otherwise, of the improvements made upon the Property by the Historical Society shall be the sole responsibility of the

Historical Society and the City shall have no responsibility, obligation or otherwise as to any such improvements; however, the City shall have the right to reclaim title to the Property if the Historical Society has failed to comply with the provisions of this Agreement requiring such improvements to be for a public purpose as stated herein.

3. Reversion. The Historical Society shall have a five-year period of time (“Compliance Period”), commencing upon the effective date of this Agreement, in which to obtain the funding necessary for the design and construction of the planned historical museum. The Historical Society shall keep the City informed of its efforts to obtain such funding by providing up-to-date information regarding those efforts in writing at least every three (3) months. The Parties agree that if the Historical Society has not obtained the full amount of funding required for the design and construction of the planned historical museum within the Compliance Period, then the City shall have the right to reversion of title to the Property. Specifically, at the end of the Compliance Period, if the Historical Society is not able to provide acceptable proof to the City that the necessary funding for the historical museum has been secured and/or obtained, the City shall regain title to the Property; provided, the City has notified the Historical Society, in writing, of its demand for title to the Property as the result of the failure to meet the requirements under the Agreement within the Compliance Period.
4. Limitations on Reversion. If the Historical Society is able to demonstrate that it has and continues to make reasonable efforts to obtain and/or secure the funding required for the historical museum, the Historical Society may request, in writing, an extension from the City of the Compliance Period for up to two (2) years. The extension of the Compliance Period in response to such request under this paragraph shall be solely at the discretion of the City and may be approved or denied for any reason(s) the City deems appropriate.
5. Public Donation. As referenced herein, the City acknowledges the Property is a public donation to the City, and will accordingly take all such steps as are reasonably necessary to document or otherwise confirm that the Historical Society has not and will not ever be provided any direct financial benefit as a condition of the donation or by way of this Agreement.
6. Entire Agreement. The Parties acknowledge that there may be subsequent agreements related to the matters referenced herein; however, this Agreement is the entire agreement to date between the Parties, and any changes of other terms or conditions must be in writing and approved by the Parties.
7. Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Missouri and venue as to any disputes related to this Agreement shall be Circuit Court of Greene County, Missouri.
8. Liability: Nothing in this Agreement shall be construed to create any liability on the part of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees that may result from, or may be alleged to have resulted from, this Agreement, the donation of the Property, or the discharge of any rights or obligations under this Agreement.
9. Indemnification: The City will not defend, indemnify, or hold harmless the Historical Society, its officers, agents, successors, assigns, or any other individual or entity, for any claims, damages, expenses, suits, causes of action or otherwise arising from or relating in any way to this Agreement, nor shall this Agreement be construed to impose or require any such obligation.
10. Attorney Fees: No attorney fees shall be assessed against the City for any matter related to this

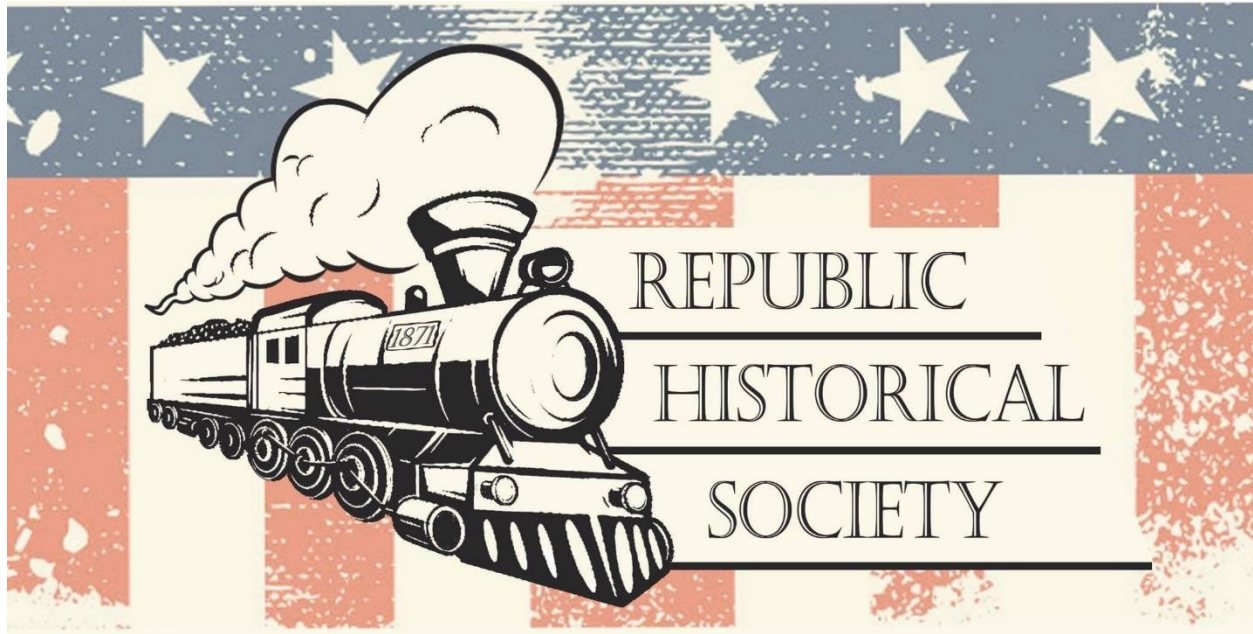
Agreement.

11. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
12. **Assignment:** This Agreement may not be assigned by any party without the prior written consent of the other parties.
13. **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.
14. **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.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representative(s) on the date and year set forth below.

| | |
|---|---|
| <p>The City of Republic, Missouri</p> <p>By: _____ David Cameron, City Administrator</p> <p>Date: _____</p> <p>Attest:</p> <p>_____ Laura Burbridge, City Clerk</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>_____ Megan E. McCullough, City Attorney</p> <p>Date: _____</p> | <p>The Historical Society of Republic, Inc.</p> <p>By: _____ [Name and Title]</p> <p>Signed: _____ [Signature]</p> <p>Date: _____</p> |
|---|---|



Preliminary plans for the Republic
Historical Society Museum and
Community Event Center
On Main Street

PRESERVING HISTORY IS IMPORTANT BECAUSE
IT ENHANCES COMMUNITY PRIDE, PROTECTS CULTURAL
HERITAGE, OFFERS EDUCATIONAL OPPORTUNITIES,
PRESERVES HISTORIC STRUCTURES, PROVIDES ECONOMIC
BENEFITS, CONTRIBUTES TO ENVIRONMENTAL
CONSERVATION, AND FOSTERS COMMUNITY ENGAGEMENT

My name is Terry Trogdon Mooneyham and I reside at 1733 E Charles Republic. I am currently serving as the President for the Republic Historical Society.

The Republic Historical Society is here tonight to update our progress creating a Museum and Community space at 221- 225 N Main Street where the Public Works building once stood.

Our plan is to construct a 16,230 sq ft, two story, brick facade building that is reminiscent of the original buildings on Main Street. The museum building will give the appearance of three storefronts on Main Street. The street level will feature large glass storefront windows with vintage style recessed doorways. The second story will have arched windows copying the look of many of our old historic buildings.

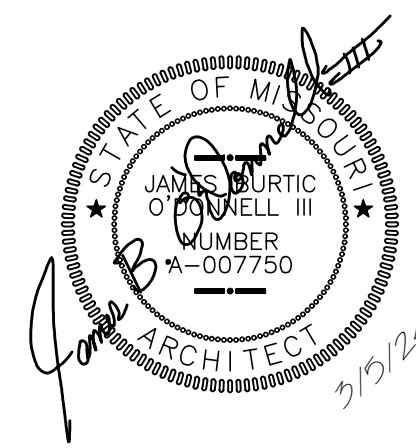
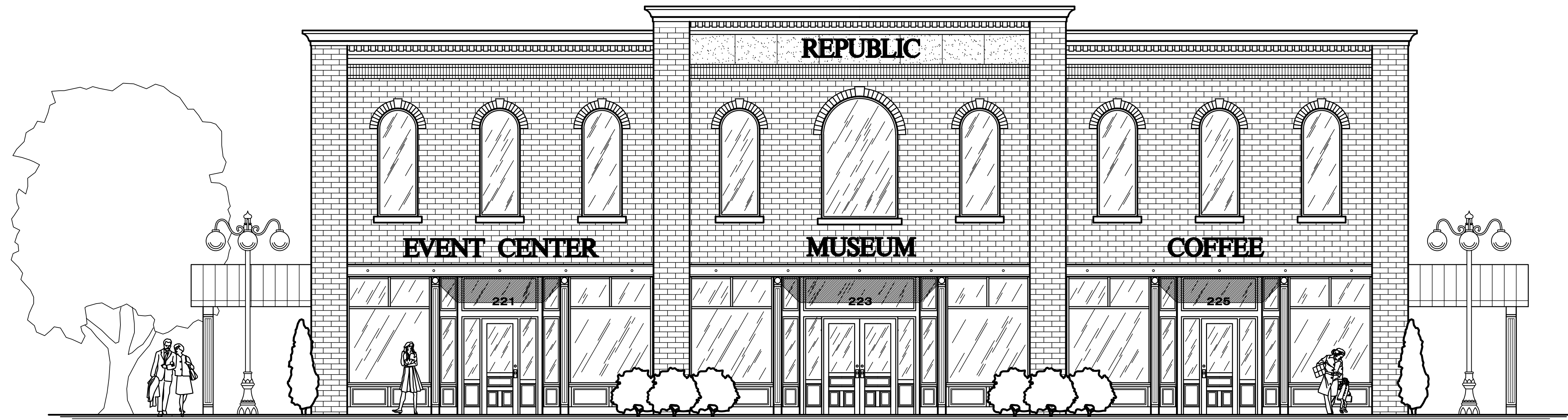
The Museum will have a welcoming two-story foyer/entrance with wall murals featuring Republic's history in timeline with revolving displays of community and historical artifacts. A large open stairway leads to the second floor with more display areas, classroom space, and a large research center for community use utilizing our archives which currently holds thousands of records. This floor will be accessible to all with an elevator and two fire retardant enclosed stairwells.

The south side of the first floor will be our event center. The space will accommodate up to 160 people with an audio-visual area for programs, a catering area and separate Main Street entrance. French doors will open onto the existing park area creating a lovely setting for gatherings. On the north side will be the coffee shop and gift shop area. This will have a museum entrance along with a Main Street Entrance. Lots of cozy inside seating along with tables outside.

The Historical society is a 25+ year non-profit all volunteer organization that has completed several projects for the community. The Republic Arrow sign on Hwy 60 and Main, saved, restored, and placed on land purchased by the Historical Society. Two highly successful books have been published. We have a growing membership and have experienced an increased interest in Republic History and in Museum visitors.

With the city's partnership we are confident that we will fund this exciting project and create a destination that our community will have pride in, while participating in the revitalization of our historic downtown. We ask the City council, thru resolution, to grant the property at 221 N Main and the Pocket Park to the Republic Historical Society for the purpose of creating a space in Republic for many to enjoy.

Historic Redevelopment Republic Historical Society 221-225 North Main Street Republic, Missouri



James B. O'Donnell III Architect
Registration No. A-007750



203 North Main Avenue
Republic, Mo 65738
(417) 732-9697
jboarchitect@cablemo.net

00700 GENERAL CONDITIONS

710.00 Drawings & Specifications

710.10 The intent of the Drawings is to show the general intent of the Owner that complies with the adopted local Building Code, and all local ordinances.

710.20 The Contract Documents are complementary, showing the design concept of the project. Obviously construction details are not part of this contract.

710.30 The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall retain all common law, statutory & other reserved rights, including the copyright, and shall not be, in any part, duplicated and used on other projects, additions, or alteration. Any promotional materials for the project shall include professional credit to the Architect.

Project Analysis:

Proposed use as a Multi-Purpose facility with a Museum, Event Center, Business Office, and Coffee and Beverage area

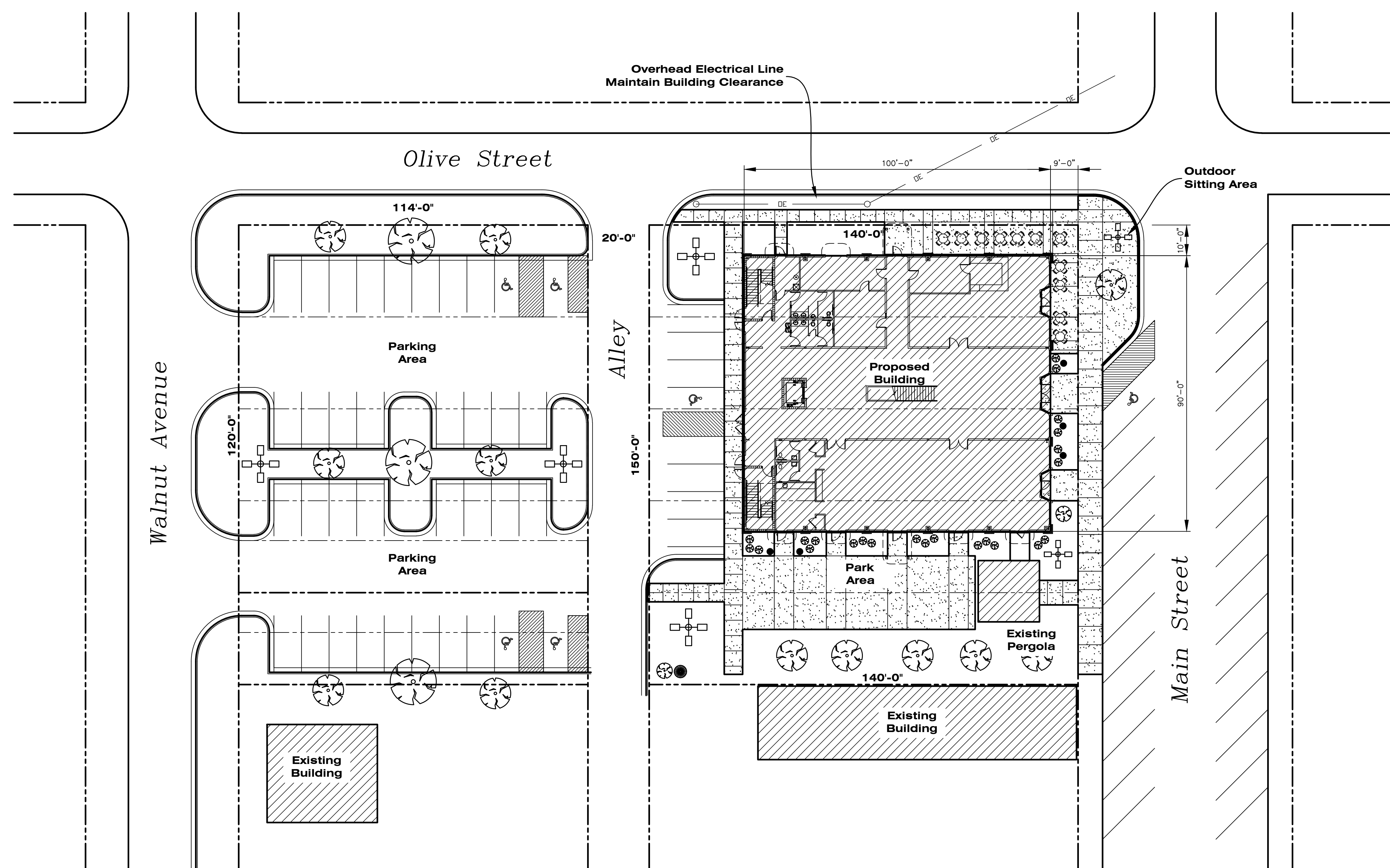
Main Level 9,000 Sq Ft
Upper Level 7,230 Sq Ft
Total 16,230 Sq Ft

Design Development Construction Documents

Date: March 5, 2024
Job No: 23-126

Sheet Index:

- Cover
- S1.0 Site Plan
- A1.0 Main Level Floor Plan
- A2.0 Upper Level Floor Plan
- A3.0 Building Elevations



Revisions

Specifications:

Project Analysis:
 Main Level 9,000 Sq Ft
 Upper Level 7,230 Sq Ft
 Total 16,230 Sq Ft

Design Development
 NOT FOR CONSTRUCTION

Design Development
Site Plan
 Scale: 1" = 20'-0"

Architect's Seal

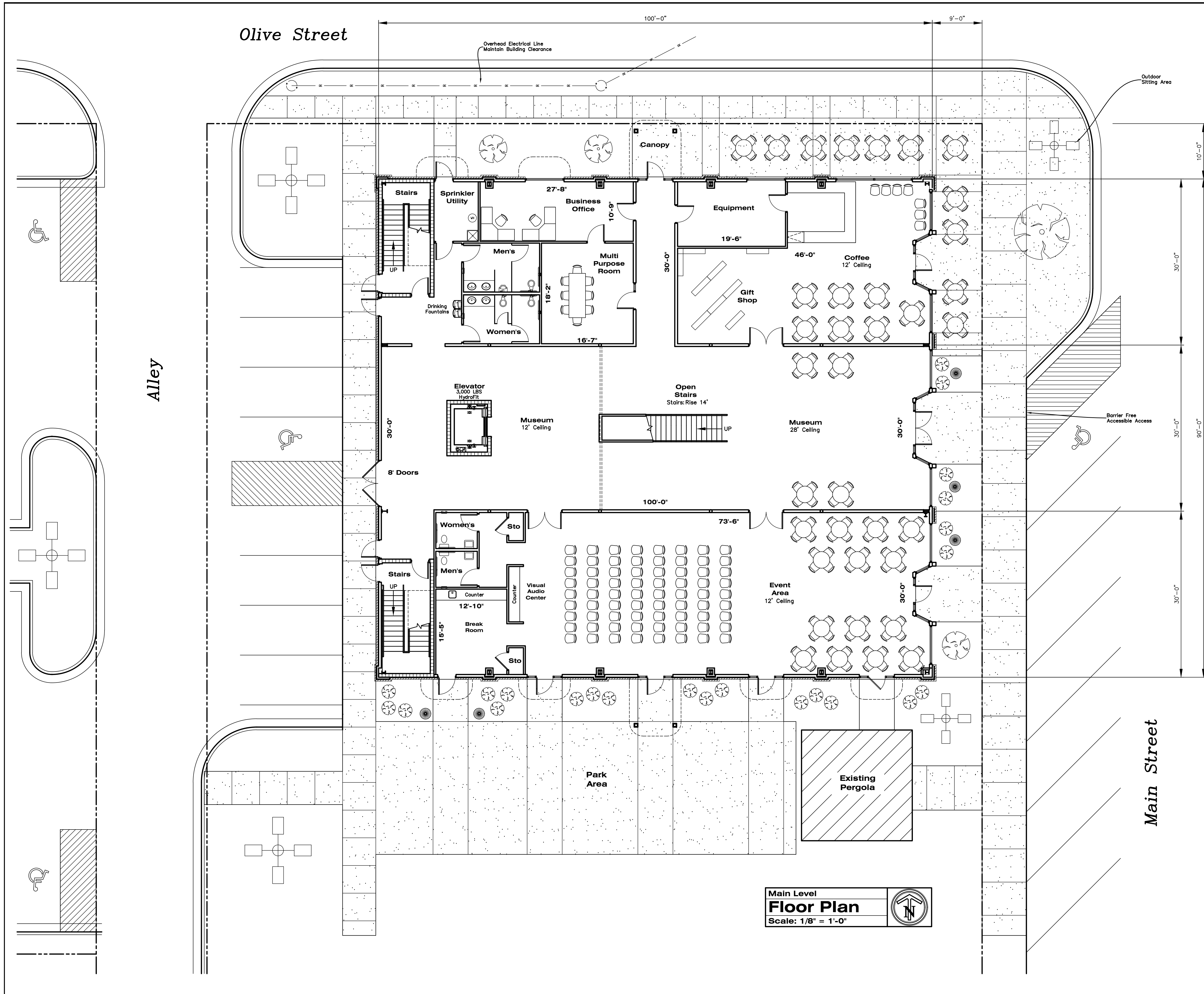
JAMES B. O'DONNELL III
 ARCHITECT

203 North Main Avenue
 Republic, Mo 65738
 (417) 732-9697
 jboarchitect@cablemo.net

Project: **Historic Redevelopment**
Republic Historical Society
221-225 North Main Street
Republic, Missouri

| | |
|--|-------------------------------|
| Sheet Description: Architectural Site Plan | Date: March 5, 2024 |
| | Drawing: 23-126 SP |
| | Job Number: 23-126 |
| | Sheet Number: S1.0 |

The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall retain all common law, statutory & other reserved rights, including the copyright, and shall not be, in any part, duplicated and used on other projects, additions, or alteration.



Main Level
Floor Plan
 Scale: 1/8" = 1'-0"

Revisions

Specifications:

Project Analysis:
 Main Level 9,000 Sq Ft
 Upper Level 7,230 Sq Ft
 Total 16,230 Sq Ft

Design Development
 NOT FOR CONSTRUCTION

Architect's Seal

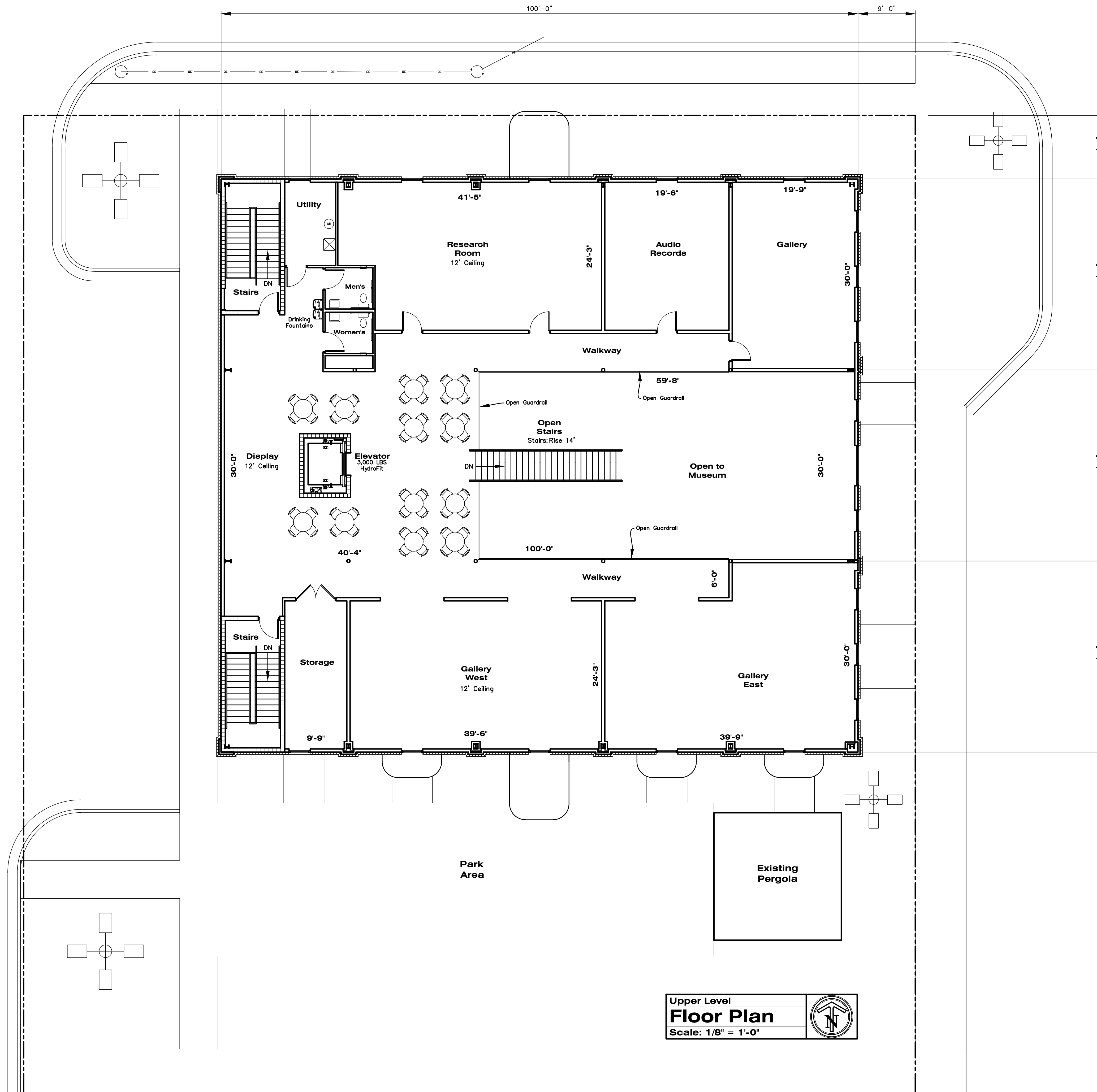
JAMES B. O'DONNELL III
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 jboarchitect@cablemo.net

Project: **Historic Redevelopment**
Republic Historical Society
221-225 North Main Street
Republic, Missouri

| | |
|--|-------------------------------|
| Sheet Description: Main Level Floor Plan | Date: March 5, 2024 |
| | Drawing: 23-126 FP |
| | Job Number: 23-126 |
| | Sheet Number: A1.0 |

The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall retain all common law, statutory & other reserved rights, including the copyright, and shall not be, in any part, duplicated and used on other projects, additions, or alteration.



Upper Level
Floor Plan
 Scale: 1/8" = 1'-0"

Revisions

Specifications:

Design Development
 NOT FOR CONSTRUCTION

Architect's Seal

JAMES B. O'DONNELL III
 ARCHITECT

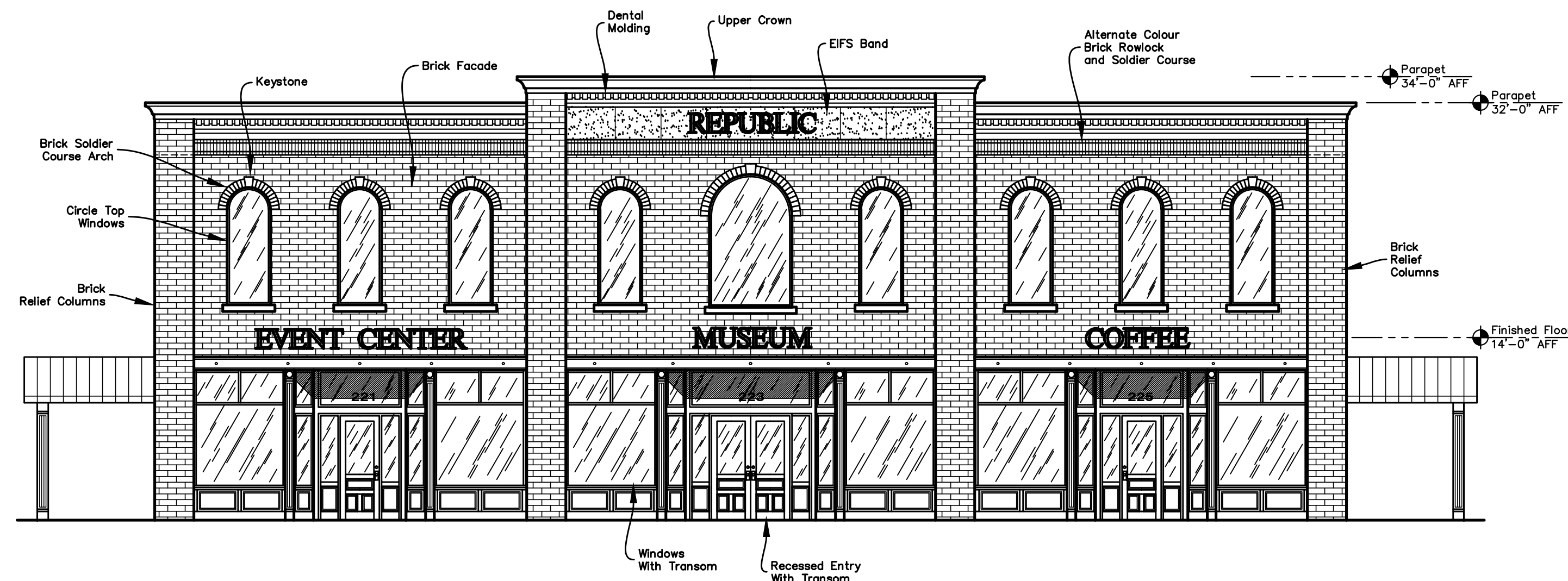
203 North Main Avenue
 Republic, Mo 65738
 (417) 732-9697
 jboarchitect@cablemo.net

Project: **Historic Redevelopment**
Republic Historical Society
221-225 North Main Street
Republic, Missouri

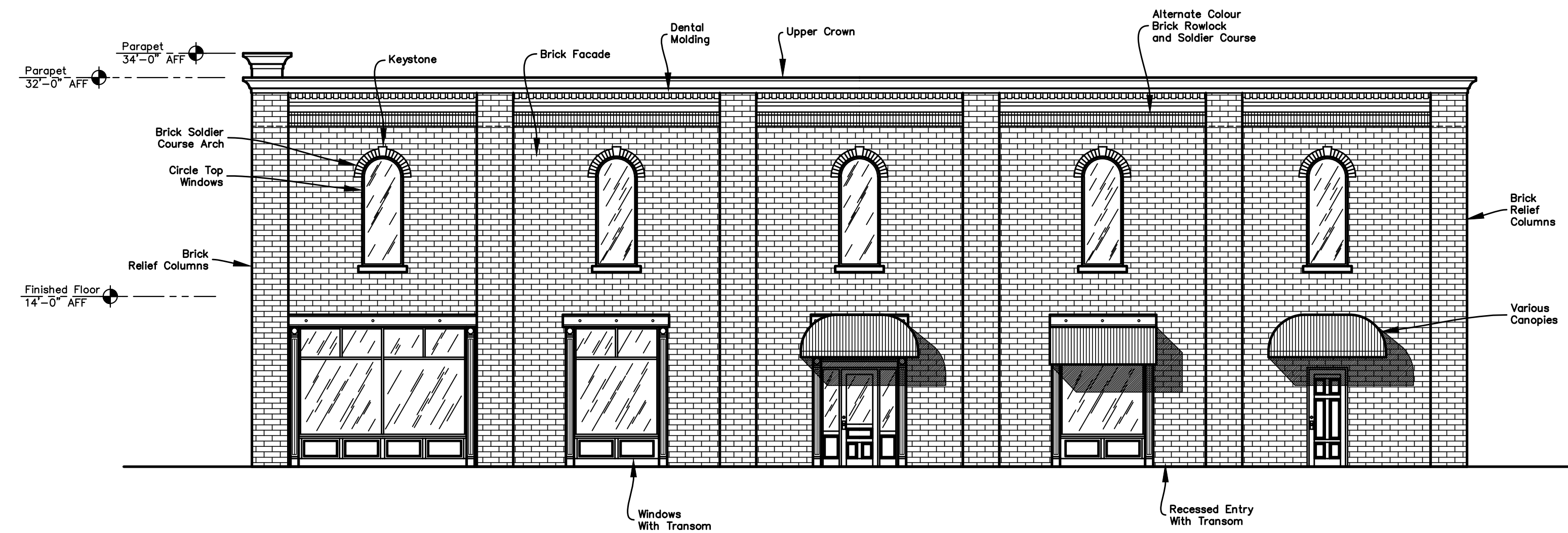
Sheet Description: **Upper Level Floor Plan**

Date: **March 5, 2024**
 Drawing: **23-126 FP**
 Job Number: **23-126**
 Sheet Number: **A2.0**

The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall retain all common law, statutory & other reserved rights, including the copyright, and shall not be, in any part, duplicated and used on other projects, additions, or alteration.



| | |
|--|--------------------|
| East Building Elevation Scale: 1/8" = 1'-0" | DETAIL 1 |
|--|--------------------|

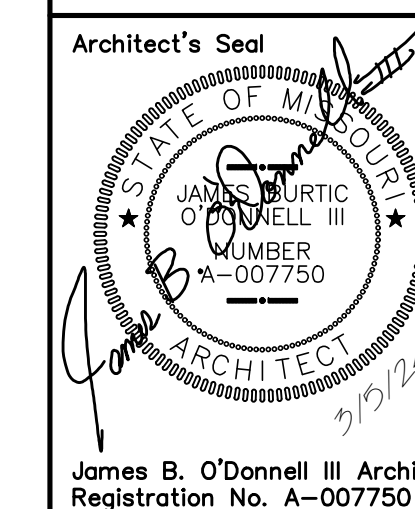


| | |
|--|--------------------|
| Side Building Elevation Scale: 1/8" = 1'-0" | DETAIL 2 |
|--|--------------------|

| |
|-----------|
| Revisions |
|-----------|

Specifications:

Design Development
NOT FOR CONSTRUCTION



JAMES B. O'DONNELL III
ARCHITECT

203 North Main Avenue
Republic, Mo 65738
(417) 732-9697
jboarditect@cablemo.net

Project: **Historic Redevelopment**
Republic Historical Society
221-225 North Main Street
Republic, Missouri

| | |
|--|-------------------------------|
| Sheet Description: Building Elevations | Date: March 5, 2024 |
| | Drawing: 23-126 FP |
| | Job Number: 23-126 |
| | Sheet Number: A3.0 |

The Drawings, Design, Specifications and other documents prepared by the Architect for the Project are instruments of the Architect's service, and shall retain all common law, statutory & other reserved rights, including the copyright, and shall not be, in any part, duplicated and used on other projects, additions, or alteration.



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-18 A Resolution of the City Council Authorizing the BUILDS Department to Apply for the Multi-Modal Project Discretionary Grant Program (MPDG) in Partnership with the Ozarks Transportation Organization and the Missouri Department of Transportation for the Highway MM Expansion Project.

Submitted By: Karen Haynes, Planning & Development Manager

Date: April 16, 2024

Issue Statement

The BUILDS Department is requesting authorization to apply for the United States Department of Transportation's (US DOT) Multi-Modal Project Discretionary Grant Program (MPDG) in partnership with the Ozarks Transportation Organization (OTO) and the Missouri Department of Transportation (MODOT) for funding for the expansion of State Highway MM.

Discussion and/or Analysis

In partnership with the Ozarks Transportation Organization (OTO) and MODOT, the BUILDS Department is seeking authorization to apply for the Multi-Modal Project Discretionary Grant for two segments of the State Highway MM Corridor, Segment B and Segment E. Segment B is from James River Expressway to I-44, Segment B is from the proposed Roundabout at West Farm Road 160 and State Highway MM, north across the James River Expressway Bridge; we will be requesting \$25M for these two projects. The Grant does not include a 20% local match and can be utilized in combination with other Grant Awards.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 24-R-18

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO APPLY FOR THE MULTI-MODAL PROJECT DISCRETIONARY GRANT PROGRAM (MPDG) IN PARTNERSHIP WITH THE OZARKS TRANSPORTATION ORGANIZATION AND MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY MM EXPANSION PROJECT

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

WHEREAS, the City’s BUILDS Department desires to apply for the RAISE Discretionary Grant through the Ozarks Transportation Organization (“OTO”) for a requested amount of \$25,000,000, to be used toward the Highway MM expansion project (“MM Expansion”); and

WHEREAS, the MM Expansion is expected to benefit citizens and guests of the City by, among other things, providing an alternative route of transportation, enhancing roadway safety in and through the City, and adding capacity to a rural route that is rapidly becoming a regional economic hub; and

WHEREAS, the MM Expansion Project has multiple segments as demonstrated in the MM Project Map (“Exhibit A”);

WHEREAS, if awarded, the funds from the RAISE grant would be applied toward Segments B and E; and

WHEREAS, the City Council finds that participating in grant opportunities such as the RAISE Discretionary Grant will result in beneficial savings to the City while increasing transportation options in and through the City and improving roadway 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 City of Republic’s BUILDS Department is authorized to apply for the Multi-Modal Project Discretionary Grant Program (MPDG) through the Ozarks Transportation Organization for a requested amount of \$25,000,000, to be used toward the Highway MM Expansion Project; and
- Section 2.** The City Administrator, or his/her designee(s), on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3.** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Matt Russell, Mayor

RESOLUTION NO. 24-R-18

Attest:

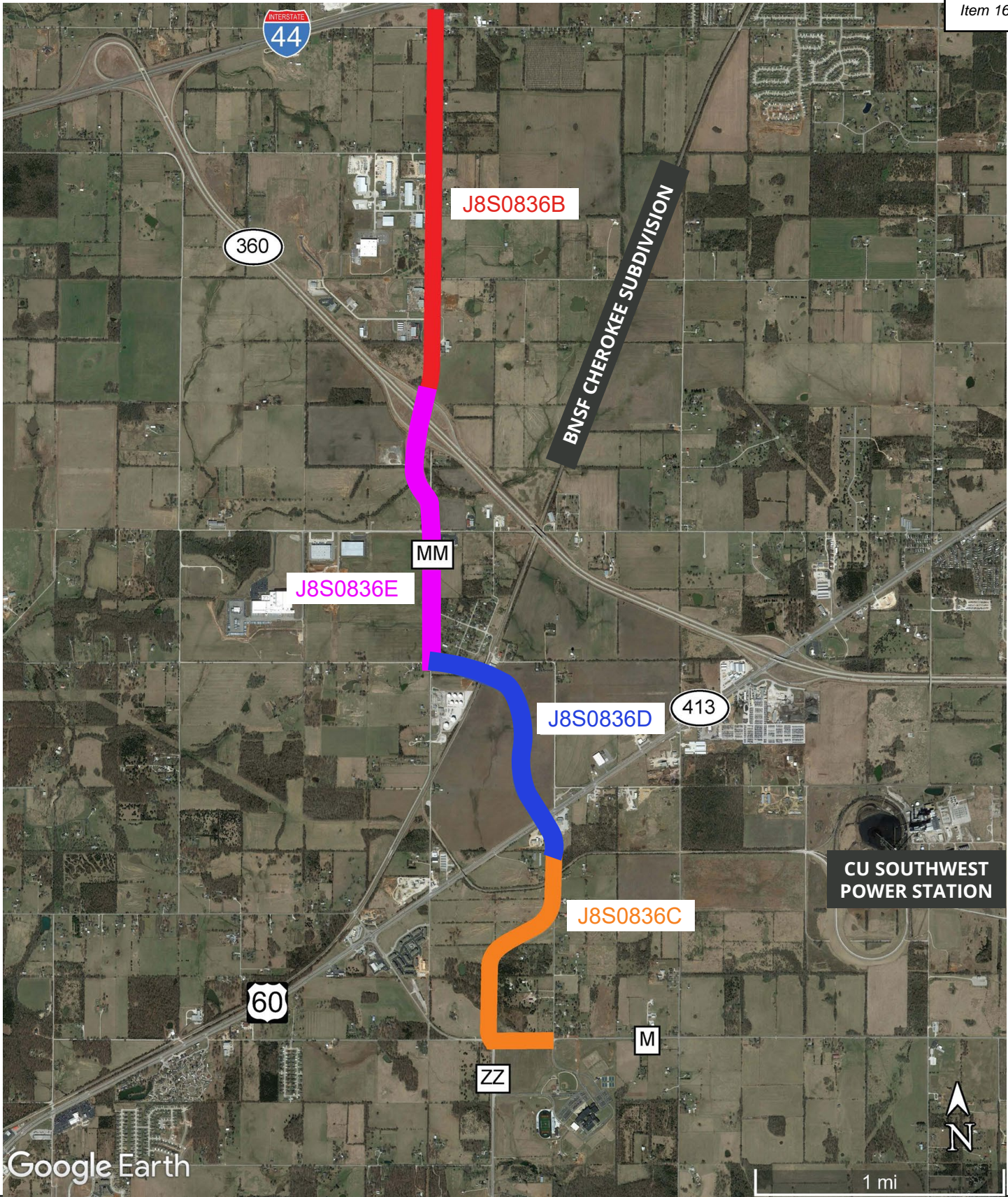
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



PROJECT VICINITY MAP



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-19 A Resolution of the City Council Authorizing the City Administrator to Negotiate an Agreement with Olsson, Inc. to Provide Engineering Design Services for Improvements to the Hines Street and ZZ Highway Intersection.

Submitted By: Stefani Fitzpatrick-Duncan, Engineer

Date: April 16, 2024

Issue Statement

A Resolution authorizing the City Administrator to negotiate a contract with Olsson for services for the Hines and ZZ Intersection Improvements.

Discussion and/or Analysis

A formal Request for Qualifications was issued for the design services of intersection improvements at Hines and ZZ. Engineering for the project will be funded from the Streets Capital Projects Fund. Construction costs for this project have been budgeted for 2026. Five (5) engineering firms responded to the RFQ solicitation:

- Olsson
- Bartlett and West
- Great River Engineering
- Wilson and Company
- CJW Transportation Consultants

BUILDS staff scored the firms based upon the criteria outlined in the RFQ. Considerations included project understanding, past performance, qualification of personnel, firm experience, and accessibility of staff. As a result of the soring process, Olsson engineering was selected for the design of the project.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AN AGREEMENT WITH OLSSON, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR IMPROVEMENTS TO THE HINES STREET AND ZZ HIGHWAY INTERSECTION

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, in February 2024, the City published a Request for Qualifications (RFQ) seeking responses from qualified firms to provide engineering design services for the intersection at Hines Street and Highway ZZ; and

WHEREAS, the City received a total of five (5) submissions in response to its RFQ; and

WHEREAS, after evaluating each response, City staff members ranked all of the submitting entities using defined scoring criteria; and

WHEREAS, based on the review and scoring of submissions, City staff determined that Olsson, Inc. (“Olsson”) is the most qualified to provide the requested services under the RFQ; and

WHEREAS, staff now seek authorization from the Council to negotiate a contract with Olsson for the requested engineering design services; and

WHEREAS, having reviewed all pertinent materials provided and heard presentation by City staff, the City Council finds it is in the City’s best interest to retain Olsson to provide the requested engineering design services for the improvements to the intersection at Hines Street and Highway ZZ, the terms of which shall be set forth in an agreement subject to separate approval by the Council.

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 negotiate an agreement with Olsson, Inc. (“Olsson”) for the provision of engineering design services for the Hines Street and Highway ZZ intersection improvements.
- Section 2.** Any agreement to be executed by the City and Olsson relating to the subject matter of this Resolution shall be subject to the separate review and approval by the City Council.
- Section 3.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.
- Section 4.** The whereas clauses are specifically incorporated herein by reference.
- Section 5.** This Resolution shall take effect after passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Eric Franklin, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



COMBINED SCORE - REQUEST FOR QUALIFICATIONS
ENGINEERING DESIGN FOR HINES AND ZZ INTERSECTION

Item 17.

| PLACE | FIRM | SCORE |
|-------|--------------------|-------|
| 1 | Olsson | 277 |
| 2 | Wilson and Company | 257 |
| 3 | CJW | 247 |
| 3 | Great River | 247 |
| 5 | Bartlett and West | 233 |

Table 1 – Summary of Scores

| COMBINED SCORE SHEET - REQUEST FOR QUALIFICATIONS | | | | | | | | | | | | | | | | |
|--|------------------|------------|-----------|------------|---------------------------|-----------|------------|--------------------------|-----------|------------|--------------------|-----------|------------|---------------|-----------|------------|
| ENGINEERING DESIGN FOR HINES AND ZZ INTERSECTION | | | | | | | | | | | | | | | | |
| 3/27/2024 | | | | | | | | | | | | | | | | |
| Firm | | CJW | | | Wilson and Company | | | Bartlett and West | | | Great River | | | Olsson | | |
| <i>Category</i> | <i>Max Score</i> | <i>BD</i> | <i>AF</i> | <i>SFD</i> | <i>BD</i> | <i>AF</i> | <i>SFD</i> | <i>BD</i> | <i>AF</i> | <i>SFD</i> | <i>BD</i> | <i>AF</i> | <i>SFD</i> | <i>BD</i> | <i>AF</i> | <i>SFD</i> |
| Project Understanding & Innovation | 20 | 17 | 19 | 20 | 18 | 19 | 20 | 16 | 19 | 20 | 18 | 19 | 20 | 18 | 19 | 20 |
| Past Performance | 20 | 12 | 15 | 12 | 14 | 14 | 15 | 14 | 14 | 15 | 15 | 15 | 12 | 19 | 18 | 18 |
| Qualifications of Personnel Assigned | 20 | 18 | 18 | 16 | 18 | 18 | 18 | 12 | 16 | 12 | 18 | 18 | 16 | 20 | 18 | 18 |
| General Experience of Firm | 15 | 13 | 13 | 12 | 12 | 13 | 12 | 10 | 11 | 10 | 12 | 13 | 12 | 14 | 14 | 12 |
| Familiarity/Capability | 15 | 11 | 14 | 10 | 14 | 15 | 14 | 12 | 12 | 12 | 11 | 11 | 10 | 14 | 14 | 14 |
| Accessibility of Firm & Staff | 10 | 10 | 8 | 9 | 8 | 7 | 8 | 10 | 9 | 9 | 10 | 8 | 9 | 10 | 8 | 9 |
| Total Score | 100 | 81 | 87 | 79 | 84 | 86 | 87 | 74 | 81 | 78 | 84 | 84 | 79 | 95 | 91 | 91 |
| Combined Score | 300 | 247 | | | 257 | | | 233 | | | 247 | | | 277 | | |

Table 2 – RFQ Scoring





REQUEST FOR QUALIFICATIONS

**ENGINEERING DESIGN FOR
HINES AND ZZ INTERSECTION**

**FOR THE
BUILDS DEPARTMENT
CITY OF REPUBLIC, MISSOURI**

Andrew Nelson

Asst. City Administrator – Community Development
4221 S. Wilson's Creek Blvd
Republic, MO, 65738
(417) 732-3150

NOTICE TO PROPOSERS

The **City of Republic, Missouri** is requesting the services of a consulting engineering firm to perform the described professional services for the project: **Engineering design for a one lane roundabout at State Highway ZZ and West Farm Road 178 (Hines Street)**, including all plans and documentation required for surveying, preliminary engineering, environmental engineering, geotechnical investigation, ROW plans, final plans, specifications and cost estimate, bid document preparation and bid evaluation, and construction engineering services as needed. Further details are included in Exhibit A. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated in the attachments. Limit your letter of interest and Qualifications to no more than 30 pages. This submittal should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest or be on file with the City of Republic.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at www.modot.gov, in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm.

It is required that your firm be prequalified with MoDOT and listed in [MoDOT's Approved Consultant Prequalification List](#), or your firm will be considered non-responsive.

Submittals must be received by the City of Republic's BUILDS Office in a sealed envelope that is clearly marked, **RFQ ENGINEERING DESIGN FOR THE HINES AND ZZ INTERSECTION** no later than **3:00 P.M. CST Wednesday, March 27, 2024**.

There is no express or implied obligation for the City of Republic to reimburse the responding firms for any expenses incurred through the preparation of responses to this Request for Qualification and no reimbursement will be made. The City reserves the right to cancel this solicitation at any time.

Andrew Nelson, Asst. City Administrator
– Community Development

Date

| | | | |
|-----------------------------------|---|---------------------------------------|--|
| City/County: <u>Greene</u> | | Route: <u>State Highway ZZ</u> | |
| Location: | Intersection of State Highway ZZ and Farm Road 178 (Hines St.) Republic/Greene County, MO | | |
| Proposed Improvement: | Design and Engineering for a one lane roundabout. | | |
| DBE Goal Determination: | N/A | | |
| Consultant Services Required: | Please see Exhibit A. | | |
| Other Comments: | Interviews or presentations will not be required for the consultant selection. Fee Proposal will be required from the consultant within two (2) weeks of selection notification. The consultant will be required to provide site specific surveying not covered by LiDAR or available survey data from MoDOT. | | |
| Contact: | Name: Brian Dye Address: 4221 S. Wilson's Creek Blvd, Republic, MO, 65738 Phone: (417) 732-3408 Email: bdye@republicmo.com | | |
| Deadline: | <u>3:00 P.M. CST Wednesday, March 27, 2024.</u> | | |

Submit: Letter of interest and Qualifications should not exceed 30 pages total. A page is defined is 8-1/2 by 11 inches and printed on one side. 1 physical copy and 1 digital copy (e.g. flash drive with submittal) of the letter interest should be received at the address and by the time specified.

Pursuant to the Brooks Act for Consultant Selection – the following criteria will be the basis for selection.

RATING CRITERIA W/WEIGHTED VALUES

| | |
|--|-----------------------|
| Project Understanding & Innovation | 20 Points Max |
| Past Performance | 20 Points Max |
| Qualifications of Personnel Assigned | 20 Points Max |
| General Experience of Firm | 15 Points Max |
| Familiarity/Capability | 15 Points Max |
| <u>Accessibility of Firm & Staff</u> | <u>10 Points Max</u> |
| Total | 100 Points Max |

QUALIFICATIONS/REQUIREMENTS

- (1) Individual and/or firm is expected to possess adequate organization, facilities, and personnel to ensure that services are provided to the City of Republic in a prompt and efficient manner.
- (2) Provide a description and the history of the individual and/or firm.
- (3) Provide a description of individual personnel qualifications relevant to this project.
- (4) Individual and/or firm must be available to the BUILDS Department Staff and/or Technical Review Team as needed, including email communication, conference calls, and special presentations conducted in-person or by conference calls as directed by the Community Development Director or their designee.
- (5) Provide recent experience from the last ten (10) years demonstrating current capacity, familiarity, and expertise in best practices. Experience that is similar in nature to the Scope of Services will be most useful.
- (6) Provide three (3) references for which the individual and/or firm has performed services within the past two (2) years that are similar in nature to the Scope of Services.

SUBMITTAL REQUIREMENTS

Qualification Submittals should be in the format stated below:

Three (3) original submissions consisting of:

- **Title Page:** Name of individual/firm, address, telephone number, name of contact person, email of contact person, and the date of the submission.
- **Transmittal Letter:** Addressed letter including a subject label containing the Services for which qualifications have been submitted and a statement of the contents of the Qualification Submittal with timestamp.
- **Letter of Interest:** any information which might help us in the selection process, such as the persons or team you would assign to the project, the backgrounds of those individuals, and other projects your company has recently completed or are now active.
- **Qualifications:** Include the requirements as listed in Qualification/Requirements
- **References:** Include references as listed in Qualification/Requirements
- **Sample Documents:** Applicants are encouraged to include examples of previous work that bears similarity to that of the Scope of Services
- A digital copy of submittal documents contained on a flash drive and submitted with sealed submittals.

EXHIBIT A - SCOPE OF SERVICES

The City of Republic is requesting an engineer or engineering firm to produce the following items as they relate to the construction of a new roundabout at State Highway ZZ and Farm Road 178 (Hines St.). The city plans to utilize these documents in a future cost share application with MoDOT for construction of the intersection. Therefore, MoDOT standards shall apply to all construction and the Local Public Agency section of the Engineering Policy Guide must be followed.

1. Surveying
2. Preliminary Engineering
3. Environmental Engineering
4. Geotechnical investigation
5. ROW plans
6. Final Plans, Specification, and Estimate (PS&E)
7. Bid Documents, Bid tabulation, and Bid verification
8. Construction Engineering as needed