



AMENDED AGENDA
City Council Meeting
Municipal Court Building, 540 Civic Blvd
April 05, 2022 at 6:30 PM

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

Eric Franklin, Ward I
Gerry Pool, Ward II
Shane Grooms, Ward III
Jim Deichman, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Mayor's Announcements

Consent Agenda

- [1.](#) Approve March 15, 2022 City Council Minutes.
- [2.](#) Approve March 22, 2022 City Council Special Session Minutes.
- [3.](#) As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.
- [4.](#) 22-R-18 A Resolution of the City Council Approving a List of Eligible Equipment Rental Companies for As-Needed Use in 2022.
- [5.](#) 22-R-19 A Resolution of the City Council to Award the Bulk Bid for Street Signs to Highway Safety Solutions.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	April 7, 2022 Cancelled
Planning & Zoning Meeting	April 11, 2022
City Council Meeting	April 19, 2022
City Council Meeting	May 3, 2022

Old Business and Tabled Items

- [6.](#) 22-12 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Zero Point Nine-Four (0.94) Acres, Located at 221 East US Highway 60, from Local Commercial (C-1) to General Commercial (C-2).
- [7.](#) 22-13 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Three Zero (6.30) Acres, Located at 6021 West US Highway 60, from Agricultural (AG) and Light Industrial (M-1) to Heavy Industrial (M-2).
- [8.](#) 22-14 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Zero-Two (6.02) Acres, Located at the 4100 Block of South Farm Road 103, from Local Commercial (C-1) to General Commercial (C-2).

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

- [9.](#) 22-15 An Ordinance of the City Council Amending Title IV, Government Code, Chapter 405 Zoning Regulations, Article 405-I, Sections 405.020 Definitions, 405.150 “C-1” Local Commercial District Regulations, 405.160 “C-2” General Commercial District Regulations, 405.165 “C-3” General Commercial District Regulations, and Article 405-V Height and Area Requirements, Exceptions and Modifications.
- [10.](#) 22-16 An Ordinance of the City Council Amending Title VI, Government Code, Chapter 600, Business and Occupation, Sections 600.010 Definitions, 600.020 License Required – Classes of Licenses, 600.030 License Regulations, 600.040 Schedule of Licenses, 600.050 Application for License and Renewal, 600.060 Minors, and 600.070 Miscellaneous Offenses, and Adding New Section 600.015 Application of Missouri State Statutes.
- [11.](#) 22-17 An Ordinance of the City Council Authorizing the City Administrator to Execute a Cost Share Economic Development Agreement with the Missouri Highways and Transportation Commission for the Expansion of a Portion of Route MM (Brookline Boulevard) Between the Interstate-44 Interchange and the Route 360 (James River Freeway) Interchange.

New Business (First Reading of Ordinances)

- [12.](#) 22-18 An Ordinance of the City Council Approving the Final Plat of The Lakes at Shuyler Ridge Phase 3 Subdivision.
- [13.](#) 22-19 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3A Subdivision.
- [14.](#) 22-20 An Ordinance of the City Council Calling an Election on the Question of Renewing a City Sales Tax for Local Parks to Fund Parks & Recreation General Operations; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.
- [15.](#) 22-21 An Ordinance of the City Council Calling an Election on the Question of Renewing a City Sales Tax to Fund Parks & Recreation Capital Improvement Projects; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.
- [16.](#) 22-22 An Ordinance of the City Council Authorizing the City Administrator to Execute a Participation Agreement with City Utilities and Various Other Surrounding Communities as part of a Regional Broadband Initiative Dedicated to Extending Broadband High-Speed Internet Services to Republic and Surrounding Areas.
- [17.](#) 22-23 An Ordinance of the City Council Authorizing the City Administrator to Enter into a Direct Loan Agreement and Promissory Note with Missouri Transportation Finance Corporation for \$4.2 Million in Funds to be Used Toward the Highway MM Expansion.

Other Business (Resolutions)

- [18.](#) 22-R-20 A Resolution of the City Council to Apply a Change Order to the Original Contract with Ross Construction Group for the new BUILDS Building.
- [19.](#) 22-R-21 A Resolution of the City Council Supporting a Request to Various Officials, Committees, and Subcommittees for Earmarked Funds from the State of Missouri and Federal Government for the Purpose of Wastewater Improvements.

Reports from Staff

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

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

Adjournment



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
March 15, 2022 at 6:00 PM

- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Jennifer Mitchell, Ward IV
- Eric Franklin, Ward I
- Gerry Pool, Ward II
- Shane Grooms, Ward III
- Jim Deichman, 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, Chris Updike, Shane Grooms, and Jennifer Mitchell. Others in attendance were: City Attorney Megan McCullough, Police Chief Brian Sells, Finance Director Meghin Cook, Chief of Staff Lisa Addington, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Fire Chief Duane Compton, Engineering Manager Garrett Brickner, Public Information Officer Allyssa Dudley, GIS Manager Josh Jones, Systems Administrator Michael Sallee, Lieutenant Jamie Burks, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by Council Member Eric Franklin.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Matt Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

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

1. Approve February 22, 2022 City Council Special Session Minutes.
2. Approve February 22, 2022 Shuyler Creek Trail Meeting Minutes.
3. Approve Vendor List.
4. 22-R-14 A Resolution of the City Council Authorizing the Purchase of Three (3) New Police Vehicles.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	April 7, 2022
City Council Workshop	April 5, 2022 (5:30)
City Council Meeting	April 5, 2022 (6:30)
Planning & Zoning Meeting	April 11, 2022
City Council Meeting	April 19, 2022

Old Business and Tabled Items

5. **22-R-11 A Resolution of the City Council to Approve Bartlett & West As Engineering Officials For The City Of Republic Quiet Zone Study. (Tabled from 2-22-22)**



Motion was made by Council Member Franklin to untable Resolution 22-R-11. Council Member Mitchell seconded. Andrew Nelson provided an update on the Resolution. Council asked questions of staff and discussed the Resolution. The vote was 0 Aye. 6 Nay-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. Resolution 22-R-11 failed.

New Business (First Reading of Ordinances)

6. **22-12 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Zero Point Nine-Four (0.94) Acres, Located at 221 East US Highway 60, from Local Commercial (C-1) to General Commercial (C-2).**

Motion was made by Council Member Franklin and seconded by Council Member Gerke to have the first reading of Bill 22-12 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Tracy Carter-7004 N. Farm Road 79, Willard spoke in favor of the bill as the new owner of the property. Mr. Carter added that he has obtained an easement for the sewer that has been recorded with the county. Mr. Carter notified Council that his business will need a garage, which requires a C-2 zoning classification. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

7. **22-13 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Three Zero (6.30) Acres, Located at 6021 West US Highway 60, from Agricultural (AG) and Light Industrial (M-1) to Heavy Industrial (M-2).**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the first reading of Bill 22-13 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Jake Duensing-4646 S Connor Ave, Springfield spoke in favor of the bill as the new property owner. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

8. **22-14 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Zero-Two (6.02) Acres, Located at the 4100 Block of South Farm Road 103, from Local Commercial (C-1) to General Commercial (C-2).**

Motion was made by Council Member Gerke and seconded by Council Member Grooms to have the first reading of Bill 22-14 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Kevin Bliss with Bliss Brothers Solar-122 W. Silver Oak St., Nixa spoke in favor of the bill as the new property owner. Mr. Bliss added the property would be used for their Solar Plex office. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

9. **22-15 An Ordinance of the City Council Amending Title IV, Government Code, Chapter 405 Zoning Regulations, Article 405-I, Sections 405.020 Definitions, 405.150 "C-1" Local Commercial District Regulations, 405.160 "C-2" General Commercial District Regulations, 405.165 "C-3" General Commercial District Regulations, and Article 405-V Height and Area Requirements, Exceptions and Modifications.**

Motion was made by Council Member Grooms and seconded by Council Member Franklin to have the first reading of Bill 22-15 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell,

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

- 10.22-16 An Ordinance of the City Council Amending Title VI, Government Code, Chapter 600, Business and Occupation, Sections 600.010 Definitions, 600.020 License Required – Classes of Licenses, 600.030 License Regulations, 600.040 Schedule of Licenses, 600.050 Application for License and Renewal, 600.060 Minors, and 600.070 Miscellaneous Offenses, and Adding New Section 600.015 Application of Missouri State Statutes.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 22-16 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

- 11.22-17 An Ordinance of the City Council Authorizing the City Administrator to Execute a Cost Share Economic Development Agreement with the Missouri Highways and Transportation Commission for the Expansion of a Portion of Route MM (Brookline Boulevard) Between the Interstate-44 Interchange and the Route 360 (James River Freeway) Interchange.**

Motion was made by Council Member Updike and seconded by Council Member Grooms to have the first reading of Bill 22-17 by title only. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

- 12.22-R-15 A Resolution of the City Council Authorizing Payment to Missouri Rural Services Workers' Compensation Insurance Trust for Coverage for 2022-2023.**

Motion was made by Council Member Updike and seconded by Council Member Grooms to approve Resolution 22-R-15. Lisa Addington provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried.

- 13.22-R-16 A Resolution Of The City Council Authorizing The BUILDS Department To Apply For The Raise Grant Through The Ozarks Transportation Organization To Be Used Toward The Highway MM Realignment.**

Motion was made by Council Member Updike and seconded by Council Member Grooms to approve Resolution 22-R-16. Andrew Nelson provided an overview of the Resolution. The vote was 6 Aye-Franklin, Gerke, Grooms, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

Assistant City Administrator Jared Keeling announced we started recruiting on our website for the Police and Fire positions as allocated by the new public safety sales tax. Mr. Keeling added we have received 75% of the projected revenue in March. We are working on hiring for these positions and may have the first position filled as soon as April for the Police Department.

Assistant City Administrator Jared Keeling announced that on Friday, March 25th the Human Resources team is hosting a career fair at the Community Center. Mr. Keeling added we will have some big players in the area coming.

Council Member Mitchell asked when the right time would be to address concerns she has been receiving about development from residents residing in the agricultural zoning areas. Mrs. Mitchell added they are requesting more green space. Andrew Nelson responded that he and his staff can prepare a report on how to address these concerns if requested for particular projects.

Council Member Franklin thanked the citizens that came to the Planning and Zoning Meeting and tonight's Council Meeting. Mr. Franklin added he appreciated the input on the Quiet Zone and for everyone being civil. Mr. Franklin reminded everyone that there is an election coming up soon for the School Board, reminding everyone to vote. Mr. Franklin thanked everyone for a great conversation this evening.

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

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

Motion was made by Council Member Franklin and seconded by Council Member Updike at 6:53 p.m. to go into Executive session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.; RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.; and 610.021.3 Hiring, firing, promotion, or disciplining personnel. closed session. closed vote. closed record. The vote was 6 Aye-Wilson, Grooms, Franklin, Updike, Gerke, and Mitchell. 0 Nay. Motion Carried.

Motion was made by Council Member Updike and seconded by Council Member Grooms to adjourn the meeting at 7:45 p.m. The vote was 6 Aye-Wilson, Gerke, Updike, Mitchell, Franklin, and Grooms. 0 Nay. Motion Carried.

Adjournment

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



MINUTES

City Council Special Session Meeting Online Zoom Meeting March 22, 2022 at 5:00 PM

- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Jennifer Mitchell, Ward IV
- Eric Franklin, Ward I
- Gerry Pool, Ward II
- Shane Grooms, Ward III
- Jim Deichman, Ward IV

Call Meeting to Order

The special session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 5:02 p.m. Council Members present via Zoom included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Jim Deichman, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, Police Chief Brian Sells, Chief of Staff Lisa Addington, BUILDS Administrator Andrew Nelson, IT Director Chris Crosby, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Matt Russell opened citizen participation at 5:03 p.m. No one came forward so Mayor Russell closed citizen participation at 5:03 p.m.

Other Business (Resolutions)

1. **22-R-17 A Resolution of the City Council Authorizing the City Administrator to Execute a Cost Share Agreement for Identifying a Regional Broadband Consultant.**

David Cameron provided an update on Resolution 22-R-17. The vote was 6 aye-Deichman, Franklin, Gerke, Mitchell, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron announced there is no report from staff but thanked Council for taking the time to attend this Zoom meeting. Mr. Cameron added we value the Council Members' time but this is a big issue for our community and we want to be in concert with the rest of the region on this.

Adjournment

Mayor Russell adjourned the meeting at 5:19 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Record Destruction Request

Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
GS 010- Banking and Investment Records	Bank Reconciliation	2018	Completion of audit plus one year



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-18 A Resolution of the City Council Approving a List of Eligible Equipment Rental Companies for As-Needed Use in 2022.

Submitted By: Jason Davis, Operations Manager

Date: April 5, 2022

Issue Statement

The BUILDS Department would like to present a resolution to approve a list of eligible equipment rental companies for as-needed use in 2022 for various construction projects.

Discussion and/or Analysis

The City requested bulk bids from various equipment rental organizations in the region in February 2022. A total of four organizations submitted bids for review. The City would like to keep each firm as an option to use on an as-needed basis for construction projects throughout 2022. Staff will choose an organization based on cost of equipment rental and availability of equipment, choosing the company with the lowest fee and current availability. The companies selected are:

- Berry Tractor
- Murphy Tractor
- Fabick
- Hayden Machinery

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-18

A RESOLUTION OF THE CITY COUNCIL APPROVING A LIST OF ELIGIBLE EQUIPMENT RENTAL COMPANIES FOR AS-NEEDED USE IN 2022

WHEREAS, the City of Republic, Missouri, (herein called the “City” and “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 released a Request for Qualifications (RFQ) for equipment rental companies in February 2022; and

WHEREAS, a total of four companies submitted qualifications for review, each with qualifications of various degrees; and

WHEREAS, the BUILDS Department reviewed the submittals and would like to keep each company as an option to retain on an as-needed basis for construction projects throughout the year 2022. Staff will select one of these companies based upon, among other things, the fees for services, cost of equipment rental(s) and availability.

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

- Section 1. Based upon the submittals received by the City in response to its RFQ for equipment rental companies, the four companies approved for the City to retain on an as-needed basis throughout the year 2022 are the following: Berry Tractor, Fabick, Hayden Machinery, and Murphy Tractor.
- Section 2. The City Administrator, and/or his 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.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

RESOLUTION NO. 22-R-18

RESOLUTION NO. 22-R-18

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-19 A Resolution of the City Council to Award the Bulk Bid for Street Signs to Highway Safety Solutions.

Submitted By: Garrett Brickner, Engineering Manager

Date: April 5, 2022

Issue Statement

A Resolution to Award the Bulk Bid for Street Signs to Highway Safety Solutions.

Discussion and/or Analysis

The City advertised a bulk bid for street signs in early March 2022, with only one company responding to the advertisement – Highway Safety Solutions. Therefore, we would like to award them the bid which will remain effective through 2023.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-19

A RESOLUTION OF THE CITY COUNCIL TO AWARD THE BULK BID FOR STREET SIGNS TO HIGHWAY SAFETY SOLUTIONS

WHEREAS, the City of Republic, Missouri, (herein called the “City” and “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 solicited sealed bids for the bulk street signs for 2022-2023 (herein called the “Project”); and

WHEREAS, Highway Safety Solutions submitted the only bid in response to the request; and

WHEREAS, the City Council desires to accept the bid submitted by Highway Safety Solutions, as it appears to demonstrate the necessary qualifications at an acceptable/reasonable cost.

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

- Section 1. The submitted bid from Highway Safety Solutions, attached hereto as Attachment 1 and incorporated herein, is accepted for the Project at the prices shown thereon.
- Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 4. This Resolution shall take effect after passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

RESOLUTION NO. 22-R-19

Final Passage and Vote:



City of Republic - Invitation for Bid

Signage and Materials Associated with Signage Bulk Bid for 2022 & 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:30 P.M. on Monday, March 21, 2022. Bids will be opened by the City at Republic City Hall on March 21, 2022 at 3:30 p.m.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the bidder.

- Bids shall be submitted with the **Invitation for Bid (IFB) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday April 5, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION

The City of Republic is seeking bids for the furnishing of street signs in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and materials for installation of such. See next page for bid sheet, please fill out all items you wish to submit bids for.

Inquiries - All inquiries for information should be directed to:

Garrett Brickner (417) 732-3405

It is the City's intent that this Invitation for Bid promotes competitive bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid results in the elimination of all but one source for bidding, such restriction and/or limitation is merely an unintentional error. In the event


of such error, the Vendor(s) must notify the City of the error, in writing, no later than three (3) days prior to the bid opening day. Upon receipt of any such notice from the Vendor(s), the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening day.

Item	Bid Cost/Each
9" x 36" to 42" (Double-sided Street sign)	\$
12" blade holder for 2 3/8" post	\$
12" Cross "T" bracket	\$
3' break-away sleeve system	\$
12' galvanized round post	\$
30" HIP Stop sign	\$
Round post brackets	\$
18"X 24" 30 MPH Sign	\$
Round post top cap	\$
Stainless Steel Band 2 1/16" x 12 5/16"	\$
KC- 500 Utility Pole Bracket	\$
Specialty signs* per SF cost	\$
* Specialty signs shall be other MUTCD signs that are not listed above such as School Zone, Yield, Cross Walk, etc.	

of such error, the Vendor(s) must notify the City of the error, in writing, no later than three (3) days prior to the bid opening day. Upon receipt of any such notice from the Vendor(s), the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening day.

Item	Bid Cost/Each
9" x 36" to 42" (Double-sided Street sign)	\$ 36" 46.15 42" - \$ 77.75
12" blade holder for 2 3/8" post	\$ 14.95
12" Cross "T" bracket	\$ 14.95
3' break-away sleeve system	\$ 33.18
12' galvanized round post	\$ 64.26
30" HIP Stop sign	\$ 56.25
Round post brackets	\$ 6.95 / SET
18"X 24" 30 MPH Sign	\$ 28.50
Round post top cap	\$ 3.00
Stainless Steel Band 2 1/16" x 12 5/16"	\$ 15.00
KC- 500 Utility Pole Bracket	\$ 58.50
Specialty signs* per SF cost	\$ 9.75/SF (two-color)
* Specialty signs shall be other MUTCD signs that are not listed above such as School Zone, Yield, Cross Walk, etc.	

F.O.B REPUBLIC


STEVE EASTON

HIGHWAY SAFETY SOLUTIONS
5818 S. ELMIRA
SPRINGFIELD, MISSOURI 65810



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-12 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Zero Point Nine-Four (0.94) Acres, Located at 221 East US Highway 60, from Local Commercial (C-1) to General Commercial (C-2).

Submitted By: Chris Tabor, Principal Planner

Date: April 5, 2022

Issue Statement

Tracy Carter has applied to change the Zoning Classification of **0.94 acres** of property located at the 221 E US Hwy 60 from **Local Commercial (C-1) to General Commercial (C-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **0.94 acres** of land located at 221 E US Hwy 60. The property is currently vacant. The Applicant intends to develop the property into a commercial development.

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 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 commercial options.
- **Goal:** Support new development that is well-connected to the existing community.
 - **Objective:** Promote development aligning with current adopted plans of the City.

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

The general trend of development in the vicinity of the subject property is commercial development of varying intensity.

Compatibility with Surrounding Land Uses



The subject property is bordered by both Medium-Density Single Family Residential (R1-M) homes and E's Inn, zoned Local Commercial (C-1) to the north, Local Commercial (C-1) across US Hwy 60 to the south, and Dairy Queen, a Local Commercial (C-1) zoned parcel to the west.

The intent of the General Commercial (C-2) Zoning District is to permit less restrictive commercial and service-related business.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: Water is available onsite. Sanitary sewer service is in close proximity to the site but may require main extension to serve the property. In addition, sewer will require an easement be obtained through adjacent property by the developer. The exact configuration of sanitary sewer service will be determined by the specific easement obtained as well as the eventual development pursued. These items will be more thoroughly examined upon application for a commercial building permit.

Transportation: The property currently has deeded access to US Hwy 60. The exact placement of that access will be at the discretion of MODOT in cooperation with the City of Republic.

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

Sinkholes: The subject parcel **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**, generally **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 CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY ZERO POINT NINE-FOUR (0.94) ACRES, LOCATED AT 221 EAST US HIGHWAY 60, FROM LOCAL COMMERCIAL (C-1) TO GENERAL COMMERCIAL (C-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, an application for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.94 acres located at 221 East US Highway 60, in Republic, Missouri, from Local Commercial (C-1) to General Commercial (C-2) was submitted to the City’s BUILDS Department; and

WHEREAS, the City submitted the application to the Planning and Zoning Commission and set a public hearing on the application for March 7, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on February 16, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application was conducted by the Planning and Zoning Commission on March 7, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement on the application, after which the Commission rendered written findings of fact and submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning commission, by a vote of five (5) Ayes to zero (0) Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council for first read at its regular meeting on March 15, 2022, and again submitted for second read at its regular meeting on April 5, 2022, after which the City Council voted to rezone such property and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract located at 221 East US Highway 60 in Republic, Missouri, more fully described in the legal description herein below, from Local Commercial (C-1) to General Commercial (C-2):

All of the North One-Half (N1/2) of the North One-Half (N1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty (20), Township Twenty-Eight (28), Range Twenty-Three (23), in Greene County, Missouri, lying North and Northwest of U.S. Highway No.60.

EXCEPT:

Commencing at the NW corner of the SW1/4 of the SW1/4 of Section 20, Township 28 North, Range 23 West of the Fifth Principal Meridian in Republic, Greene County, Missouri; thence East along the North line of said SW ¼ of the SW ¼, a distance of 30' to a point on the East line of Main Street (State Hwy. "P"); thence continuing East along and North line a distance of 366.55' to an iron pin for a point of beginning; thence continuing East along said North line a distance of 135'; thence South a distance of 167.77' to an iron pin on the Northwesterly right of way line of U.S. Highway 60; thence Southwesterly along said Northwesterly right of way line of U.S. Hwy 60 a distance of 142.41' to an iron pin; thence North a distance of 213.10' to the point of beginning.

ALSO EXCEPT:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty (20), Twenty-Eight (28), Range Twenty-Three (23), in Republic, Greene County, Missouri; thence East along the North line of said Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) a distance of 30 feet to an existing iron pin on the East right-of-way line of Main Street (State Highway "P") for the point of beginning: Thence continuing along and said North line a distance of 177.35 feet to an iron pin set; thence South 00°43'32" East a distance of 248.88 feet to an iron pin set on the Northerly right-of-way of U.S. Highway No. 60, as it now exists; thence North 86°51'11" West along said right-of-way line, a distance of 180.41 feet to a point on the East right-of-way line of Main Street (State Highway "P"), thence North 00°02'43" West along said East right-of-way line, a distance of 113.55 feet to an existing right-of-way marker, thence North 00°03'17" West along said East right-of-way a distance of 123.50 feet to the point of beginning, all being in Republic, Greene County, Missouri, except any part thereof taken, deeded or used for road or highway purposes.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough
Megan McCullough, City Attorney

Final Passage and Vote:

REZN 22-001: 221 US Hwy 60

Item 6.

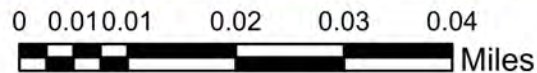
Vicinity Map



Legend

-  221 E US Hwy 60
-  Parcels
-  Sinkhole
-  Floodplain

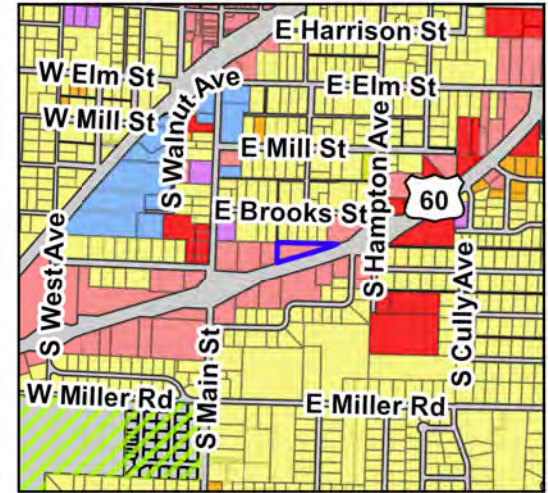
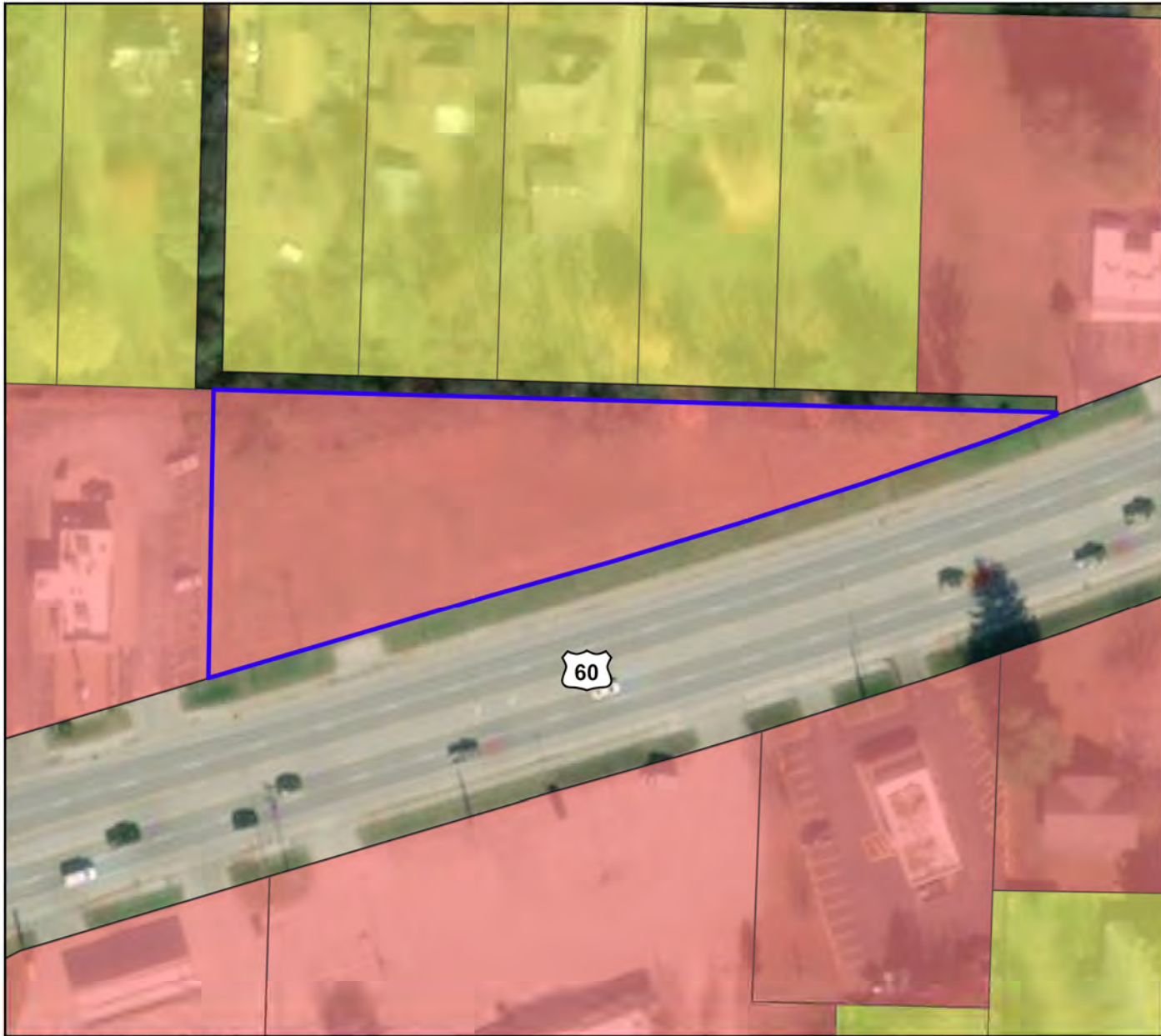
Parcel Owner: Looney Family Trust
Parcel Address: 221 E US Hwy 60
Area: 0.94 Acres
Existing Zoning: Local Commercial (C-1)
Requested Zoning: General Commercial (C-2)



REZN 22-001: 221 US Hwy 60

Item 6.

Zoning Map



Legend

221 E US Hwy 60

Parcels

Zoning

AG Agricultural

C-1 Commercial

C-2 General Commercial

C-3 General Commercial

M-1 Light Manufacturing

M-2 Heavy Manufacturing

PDD Planned Development

R1-L Single Family Low Density

R1-M Single Family Medium Density

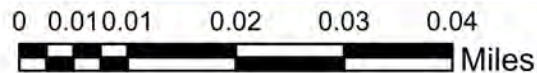
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

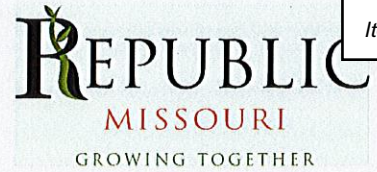
R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Looney Family Trust
Parcel Address: 221 E US Hwy 60
Area: 0.94 Acres
Existing Zoning: Local Commercial (C-1)
Requested Zoning: General Commercial (C-2)



Findings of Fact



Item 6.

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Terry Carter - 221 E US Hwy 60(REZN 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

Rawson Ellis III

Commissioner Signature:

[Handwritten Signature]

Date:

03-07-22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Terry Carter - 221 E US Hwy 60(REZN 22-001)

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:

C1 → C2
Surrounded by other commercial (C-1) on edges + R-2 behind
Water, sewer, + Transportation can accommodate

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

Approval Denial

Commissioner Name:

Brian Dabrowski

Commissioner Signature:



Date:

3-7-22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Terry Carter - 221 E US Hwy 60(REZN 22-001)

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:

Owner present.
E's Jan owner speaking - questions on fringe, no concerns

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

Approval Denial

Commissioner Name:

John Alexander

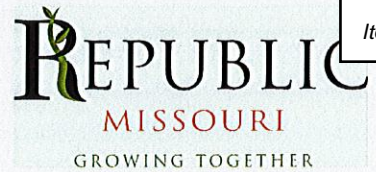
Commissioner Signature:



Date:

3/7/22

Findings of Fact



Item 6.

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Terry Carter - 221 E US Hwy 60(REZN 22-001)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

3-7-22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-13 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Three Zero (6.30) Acres, Located at 6021 West US Highway 60, from Agricultural (AG) and Light Industrial (M-1) to Heavy Industrial (M-2).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: April 5, 2022

Issue Statement

Burk Bridge Co. has applied to change the Zoning Classification of approximately **6.30 acres** of property located at 6021 West US Highway 60 from Agricultural (AG) and Light Industrial (M-1) to **Heavy Industrial (M-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately (6.30) acres of land located at 6021 West US Highway 60; the property contains two primary commercial structures that were previously used by a bridge building contractor. The Applicant intends to develop the property into a commercial development.

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 commercial and industrial 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 commercial options
- **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

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

The general trend in the vicinity of the subject property, along US Highway 60, is commercial and industrial development.

Compatibility with Surrounding Land Uses

The subject property is surrounded by Light Industrial (M-1) to the west, Agricultural (AG) to the north; Light Industrial (M-1) to the east, and US Highway 60 to the south.

The land uses permitted in the Heavy Manufacturing (M-2) Zoning District include a wide range of commercial and industrial uses.

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 parallel to US Highway 60; connections to municipal utilities will require the decommissioning of private connections.

A (12) inch water main and a (10) inch gravity sewer main are located parallel to US Highway 60. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

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

Transportation:

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the property currently has two commercial access points on US Highway 60, which will continue to be utilized for the proposed development. These access points will also be utilized by the two adjacent properties on either side of the subject property and are served by a (30) foot platted access easement. Development of the property will require adherence to the City's Transportation Plan, Adopted Transportation Map, and MODOT's regulations.

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 CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY SIX POINT THREE ZERO (6.30) ACRES, LOCATED AT 6021 WEST US HIGHWAY 60, FROM AGRICULTURAL (AG) AND LIGHT INDUSTRIAL (M-1) TO HEAVY INDUSTRIAL (M-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, an application for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 6.30 acres located at 6021 West US Highway 60 from Agricultural (AG) and Light Industrial (M-1) to Heavy Industrial (M-2) was submitted to the City’s BUILDS Department; and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for March 7, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on February 16, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application and Development Plan was conducted by the Planning and Zoning Commission on March 7, 2022, after which the Commission rendered written findings of fact on the proposed rezoning and, thereafter, submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended the approval of the application for rezoning; and

WHEREAS, the application for rezoning and the request to amend the Zoning Code and Official Zoning Map was submitted to the City Council for first read at its regular meeting on March 15, 2022, and again submitted for second read at its regular meeting on April 5, 2022, after which the City Council voted to rezone such property and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract at 6021 West US Highway 60, Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) and Light Industrial (M-1) to Heavy Industrial (M-2):

TRACT I: ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) 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 (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) 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 M 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 SUBIVISION IN PLAT BOOK AAA PAGE 436

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

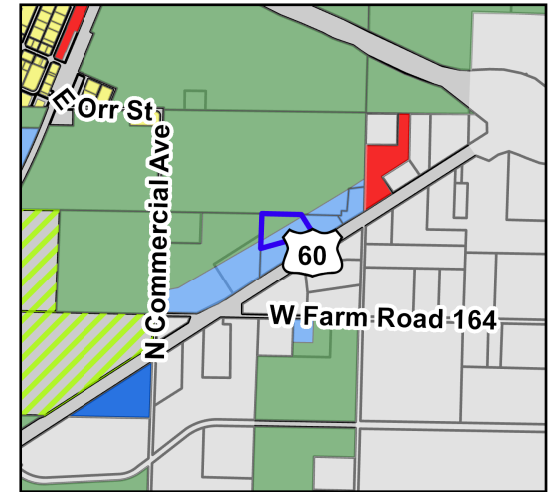
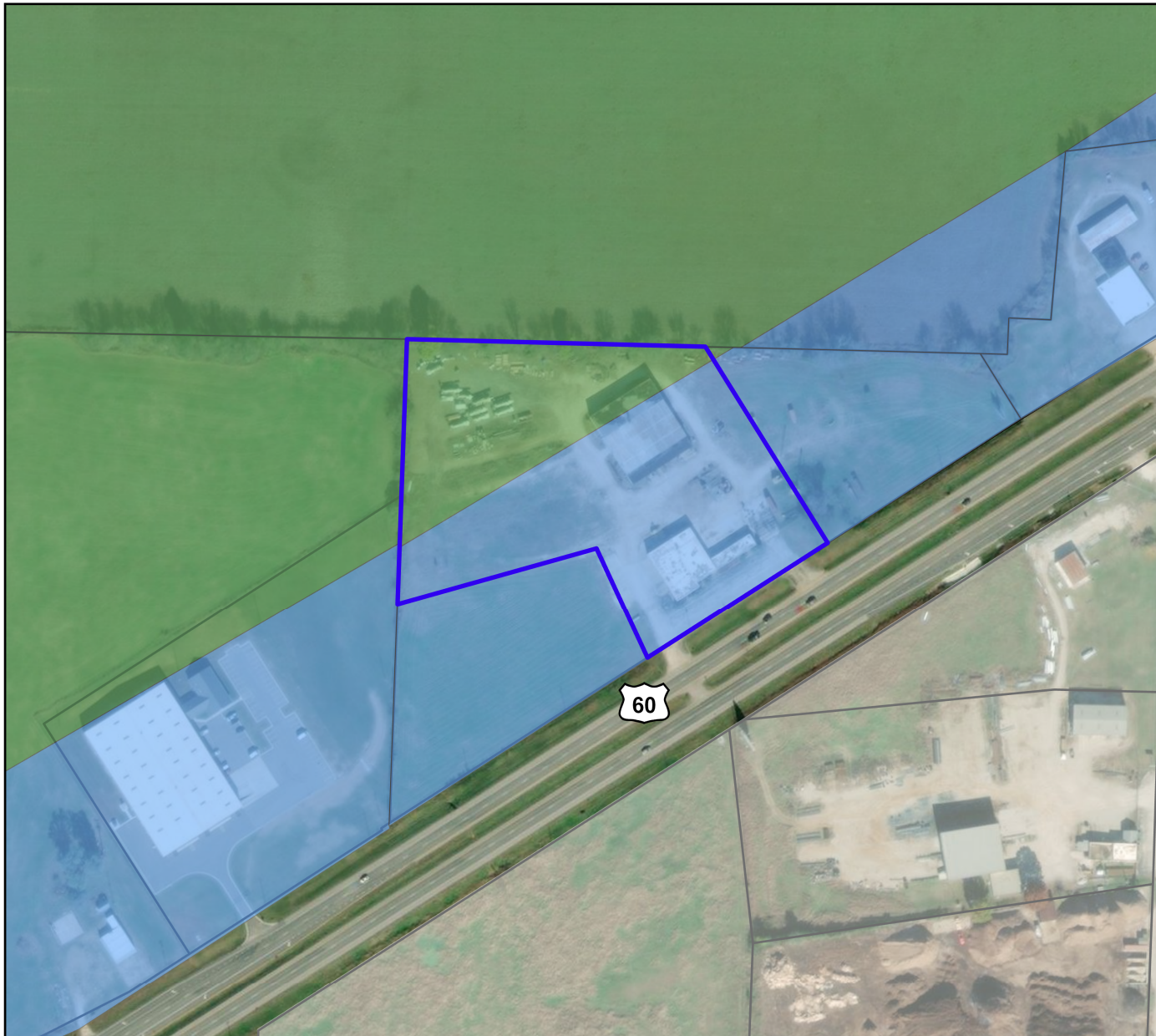
Megan McCullough, City Attorney

Final Passage and Vote:

REZN 22-002: 6021 W US Hwy 60

Item 7.

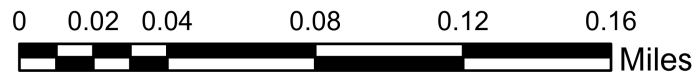
Zoning Map



Legend

- 6021 W US Hwy 60
- Parcels
- Zoning**
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

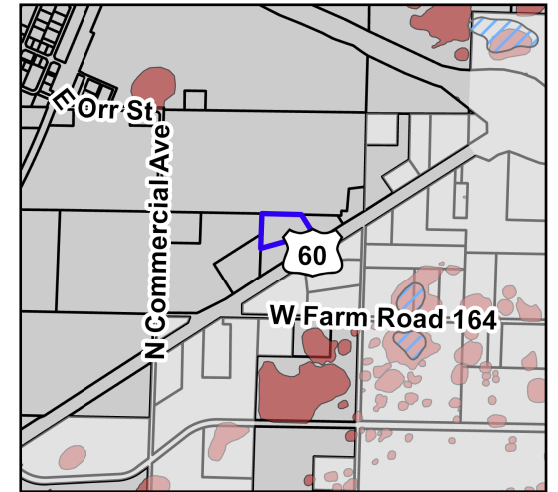
Parcel Owner: Burk Bridge Company
Parcel Address: 6021 West US Hwy 60
Area: 6.3 Acres
Existing Zoning: Agricultural (AG); Light Manufacturing (M-1)
Requested Zoning: Heavy Manufacturing (M-2)



REZN 22-002: 6021 W US Hwy 60

Item 7.

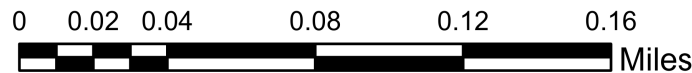
Vicinity Map



Legend

- Parcels
- Sinkhole
- Floodplain
- 6021 W US Hwy 60

Parcel Owner: Burk Bridge Company
Parcel Address: 6021 West US Hwy 60
Area: 6.3 Acres
Existing Zoning: Agricultural (AG); Light Manufacturing (M-1)
Requested Zoning: Heavy Manufacturing (M-2)



Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

6021 West US Hwy 60-Burk Bridge (REZN 22-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval Denial

Commissioner Name:

Ransom Ellis III

Commissioner Signature:

Ransom Ellis III

Date:

03-07-22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

6021 West US Hwy 60-Burk Bridge (REZN 22-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

AG → MG2 surrounded by M1 on sides + AG to North
M1 → MG2
Capacity for water + Sewer
No TIS - 2 commercial entrances

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:

3-7-22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

6021 West US Hwy 60-Burk Bridge (REZN 22-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

Under contract owner present.

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

Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

3/7/22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

6021 West US Hwy 60-Burk Bridge (REZN 22-002)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

3-7-22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-14 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately Six Point Zero-Two (6.02) Acres, Located at the 4100 Block of South Farm Road 103, from Local Commercial (C-1) to General Commercial (C-2).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: April 5, 2022

Issue Statement

Solarplex LLC has applied to change the Zoning Classification of approximately **6.02 acres** of property located in the 4100 Block of South Farm Road 103 from Local Commercial (C-1) to **General Commercial (C-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately (6.02) acres of land located in the 4100 Block of South Farm Road 103; the property is currently vacant. The Applicant intends to develop the property into a commercial development.

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 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 commercial options
- **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

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

The general trend in the vicinity of the subject property, along West Republic Road, is commercial and residential development.



Compatibility with Surrounding Land Uses

The subject property is surrounded by Local Commercial (C-1) to the west, Multi-Family Residential (R-3) to the north; Greene County Agricultural to the east, and Agricultural (AG) to the south.

The land uses permitted in the General Commercial (C-2) Zoning District include a variety of commercial uses, including Contractor Offices.

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 adjacent and through the property; no existing private utilities exist on the parcel.

A (12) inch water main runs parallel to West Republic Road and may need to be extended depending on the area of development on the parcel; a (15) inch gravity sewer main runs through the southwest corner of the property. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

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

Transportation:

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the property will be accessed only from South Farm Road 103; the BUILDS Department will coordinate driveway access review during the Building Permitting Process with Greene County Highway Department. Development of the property will require adherence to the City’s Transportation Plan and Adopted Transportation Map.

Floodplain: The subject parcel **does** contain any areas of Special Flood Hazard Area (Floodplain); development of the property will require compliance with the City’s Floodplain Ordinance.

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 CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY SIX POINT ZERO-TWO (6.02) ACRES, LOCATED AT THE 4100 BLOCK OF SOUTH FARM ROAD 103, FROM LOCAL COMMERCIAL (C-1) TO GENERAL COMMERCIAL (C-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, an application for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 6.02 acres located at the 4100 Block of South Farm Road 103, in Republic, Missouri, from Local Commercial (C-1) to General Commercial (C-2) was submitted to the City’s BUILDS Department; and

WHEREAS, the City submitted the application to the Planning and Zoning Commission and set a public hearing on the application for March 7, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on February 16, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

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

WHEREAS, the public hearing on the application was conducted by the Planning and Zoning Commission on March 7, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement on the application, after which the Commission rendered written findings of fact and submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning commission, by a vote of five (5) Ayes to zero (0) Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council for first read at its regular meeting on March 15, 2022, and again submitted for second read at its regular meeting on April 5, 2022, after which the City Council voted to rezone such property and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract located at the 4100 Block of South Farm Road 103 in Republic, Missouri, more fully described in the legal description herein below, from Local Commercial (C-1) to General Commercial (C-2):

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST HALF (E1/2) OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE NORTH 30.67 FEET AND WEST 20.35 FEET; THENCE WEST ALONG THE NORTH LINE OF HIGHWAY "H" 644.08 FEET; THENCE NORTH ALONG THE WEST SIDE OF SAID EAST HALF (E1/2) OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) 202.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 202.70 FEET; THENCE EAST 644.99 FEET; THENCE SOUTH 202.85 FEET; THENCE WEST 644.54 FEET TO THE TRUE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR ROAD, STREET OR HIGHWAY PURPOSES.

AND,

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST HALF (E1/2) OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE NORTH 30.67 FEET AND WEST 20.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF HIGHWAY "H" 644.08 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST HALF (E1/2) OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) 202.85 FEET; THENCE EAST 644.54 FEET; THENCE SOUTH 202.85 FEET TO THE TRUE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR ROAD, STREET OR HIGHWAY PURPOSES.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

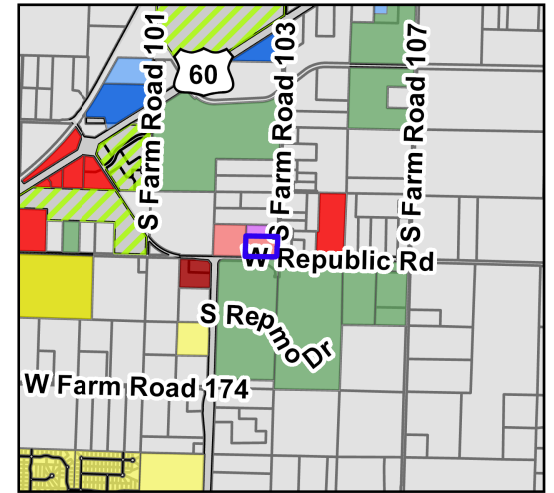
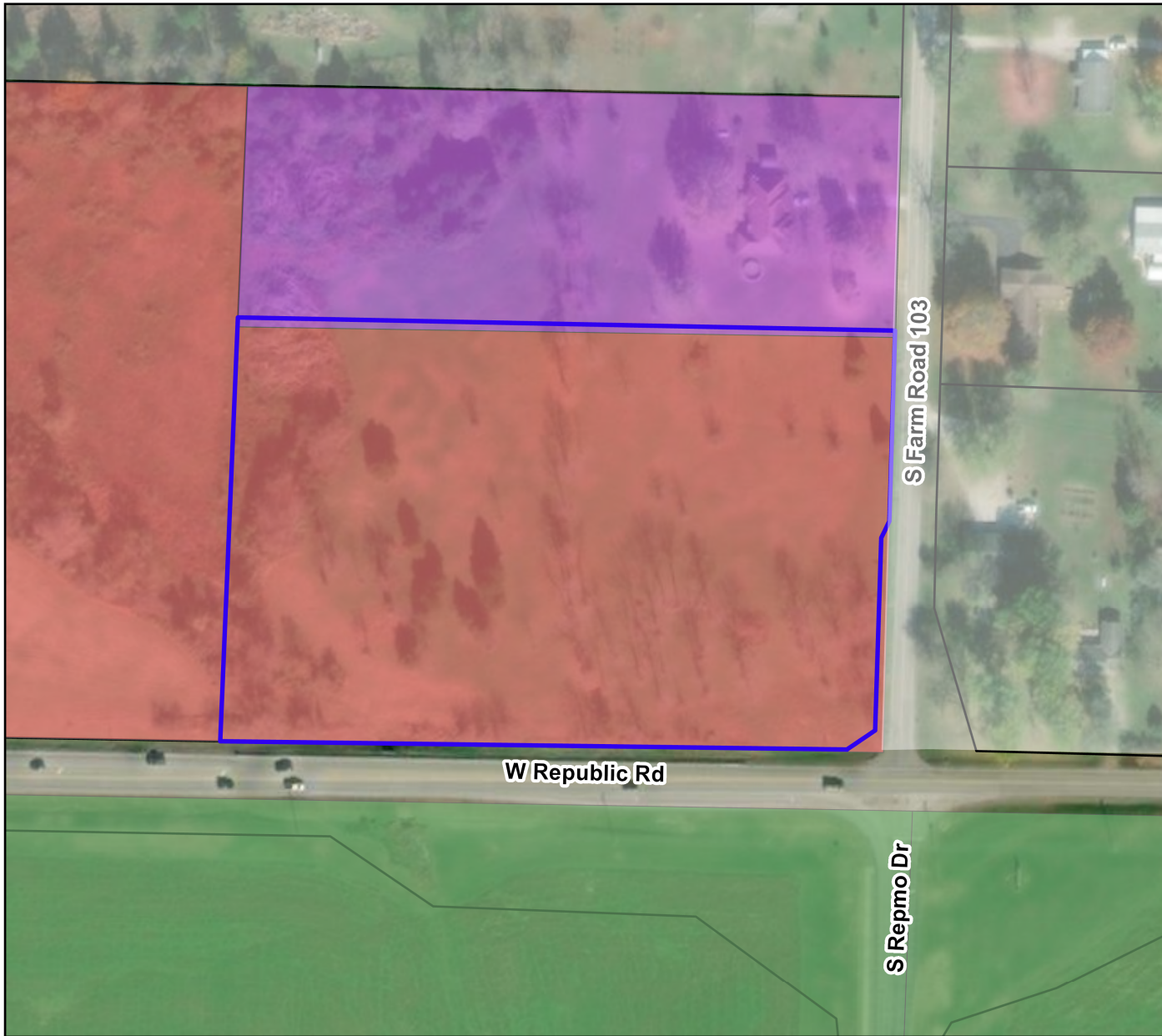
Megan McCullough, City Attorney

Final Passage and Vote:

REZN 22-005: 4100 Block S FR 103

Item 8.

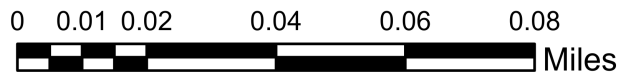
Zoning Map



Legend

- Solarplex
 - Parcels
- ### Zoning
- AG Agricultural
 - C-1 Commercial
 - C-2 General Commercial
 - C-3 General Commercial
 - M-1 Light Manufacturing
 - M-2 Heavy Manufacturing
 - PDD Planned Development
 - R1-L Single Family Low Density
 - R1-M Single Family Medium Density
 - R1-H Single Family High Density
 - R1-Z Zero Lot Line Residential
 - R-2 Two-family Residential
 - R-3 Multi-family Residential

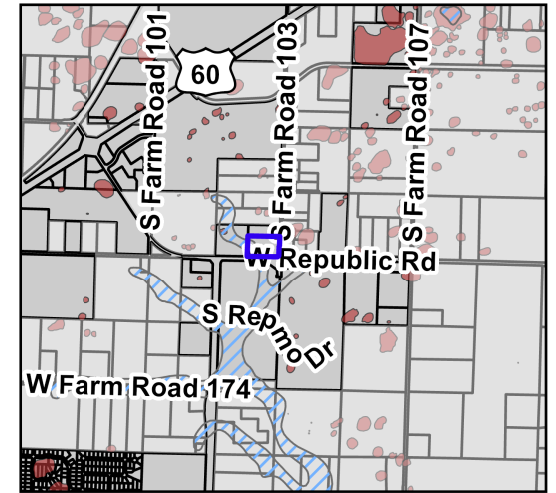
Parcel Owner: Solarplex LLC
 Parcel Address: 4100 Block of South Farm Road 103
 Area: 6.02 Acres
 Existing Zoning: Local Commercial (C-1)
 Requested Zoning: General Commercial (C-2)







REZN 22-005: 4100 Block S FR 103

Item 8.

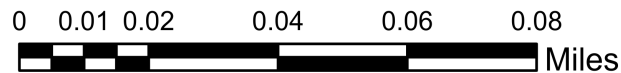
Vicinity Map



Legend

-  Solarplex
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Solarplex LLC
Parcel Address: 4100 Block of South Farm Road 103
Area: 6.02 Acres
Existing Zoning: Local Commercial (C-1)
Requested Zoning: General Commercial (C-2)



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



Item 8.

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:

*C-1 → C2 C1 + R-3 + AG surround
Capacity is available in sewer + water
No TIS needed*

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:

03/07/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Solarplex, South Farm Road 103 (REZN 22-005)

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:

Applicant Present.

NO opposed.

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

Approval

Denial

Commissioner Name:

John Alexander

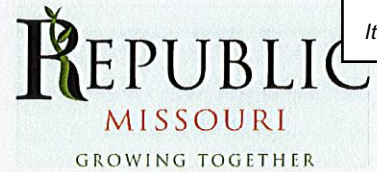
Commissioner Signature:

[Handwritten Signature]

Date:

3/7/22

Findings of Fact



Item 8.

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Solarplex, South Farm Road 103 (REZN 22-005)

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:

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

Approval Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

3-7-22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-15 An Ordinance of the City Council Amending Title IV, Government Code, Chapter 405 Zoning Regulations, Article 405-I, Sections 405.020 Definitions, 405.150 “C-1” Local Commercial District Regulations, 405.160 “C-2” General Commercial District Regulations, 405.165 “C-3” General Commercial District Regulations, and Article 405-V Height and Area Requirements, Exceptions and Modifications.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: April 5, 2022

Issue Statement

Consideration to approve Amendments to Chapter 405 Zoning Regulations

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Zoning Regulations– specifically to Sections 405.020 Definitions, 405.150 “C-1” Local Commercial District Regulations, 405.160 “C-2” General Commercial District Regulations, 405.165 “C-3” General Commercial District Regulations, and Chapter 405 Article – V Height and Area Requirements, Exceptions and Modifications.

Together these amendments serve two purposes.

1. The permittance of Bars and Taverns in the C-1, C-2, and C-3 zoning districts.
2. General cleanup of the ordinance as necessary to ensure clarity and concision.

405.020 Definitions

Adding definition within 405.020: **BAR OR TAVERN** - Any building or structure devoted primarily to the selling, serving or dispensing for consumption of malt, vinous, or other alcoholic beverages in which the incidental selling or serving of food may also occur. This definition includes any building or structure in which the brewing, distilling, or vintning of alcoholic beverages is performed therein, so long as such beverages are sold, served and/or dispensed for retail sale directly to the consumer, and not intended for or put to any wholesale use.

The definition allows for the manufacturing and sale of alcohol for sale on the premises.

405.150 “C-1” Local Commercial Zoning District Regulations

Removing text within 405.150.B Uses Permitted: Bar or tavern, ~~provided that the premises of which is located not less than five hundred from the boundary of any R district, a church or similar place of worship or a public school.~~

The necessary restrictions on alcohol sales and distribution are present in Chapter 600 Alcoholic Beverages. Regulations regarding alcohol should remain relegated to the single, most appropriate area of the Municipal Code.

405.160 “C-2” General Commercial District Regulations

Altering text within 405.160.A Purpose: The intent of the “C-2” Commercial District is to permit less restrictive commercial and service related business with a compatible location adjacent to similar uses which ~~are separated from~~ take into consideration the adjacency of residential uses ~~restricted~~.

This change is intended to clarify unclear language as well as reflect the application of the district as practiced.

405.165 “C-3” General Commercial District Regulations

Adding text within 405.165.B Uses Permitted:

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

44. Bar or tavern

405-V Height And Area Requirements, Exceptions, And Modifications

Altering references in the chart to ensure that they match up with changes made in a previous amendment.

Recommended Action

Staff recommends the approval of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE IV, GOVERNMENT CODE, CHAPTER 405 ZONING REGULATIONS, ARTICLE 405-I, SECTIONS 405.020 DEFINITIONS, 405.150 "C-1" LOCAL COMMERCIAL DISTRICT REGULATIONS, 405.160 "C-2" GENERAL COMMERCIAL DISTRICT REGULATIONS, 405.165 "C-3" GENERAL COMMERCIAL DISTRICT REGULATIONS, AND ARTICLE 405-V HEIGHT AND AREA REQUIREMENTS, EXCEPTIONS AND MODIFICATIONS

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 of Republic has recognized the need to continually review and revise the Municipal Code of the City of Republic, Missouri to enhance clarity, simplify unnecessary complexity and eliminate ambiguity in its language, as well as to meet the evolving demands and/or needs of the City's citizens when such demands and/or needs are warranted and in accord with the City's mission, vision and values, and in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the City has identified a need for amendments and additions to Title IV, Government Code, Chapter 405 Zoning Regulations, in order to ensure stricter adherence to the regulations of alcoholic beverages and liquor licensing under applicable Missouri Statutes, and to add a permitting process through which the City may consider for licensure "Bars and Taverns" in the C-1, C-2, and C-3 zoning districts.

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

Section 1: TITLE IV, GOVERNMENT CODE, CHAPTER 405 ZONING REGULATIONS, ARTICLE 405-I, Sections 405.020 Definitions, 405.150 "C-1" Local Commercial District Regulations, 405.160 "C-2" General Commercial District Regulations, 405.165 "C-3" General Commercial District Regulations, and ARTICLE 405-V Height and Area Requirements, Exceptions and Modifications, are hereby amended as follows:

405.20 Definitions

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

AGRICULTURAL PROCESSING

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

AGRICULTURAL SALES AND SERVICE

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

the principal use.

AGRICULTURE, GENERAL

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

AGRICULTURE, LIMITED

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

ALLEY

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

BAR OR TAVERN

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

BASEMENT

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

BERM

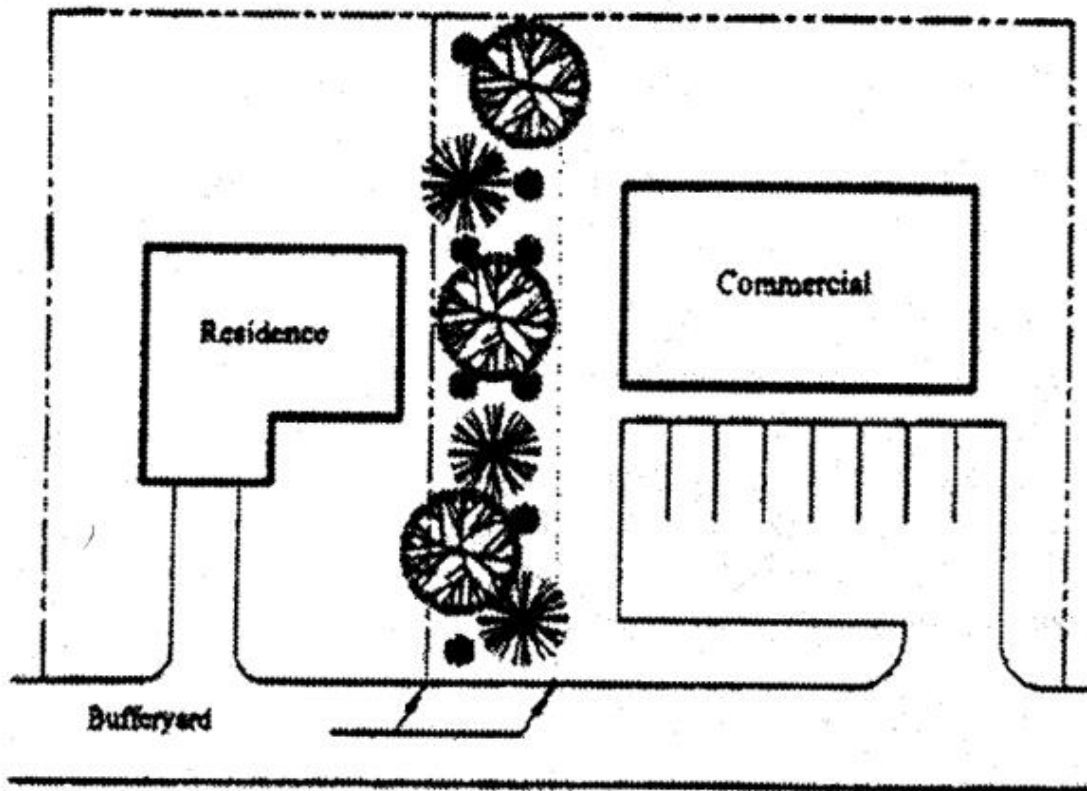
An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE

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

BUFFER

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



BUILDING

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

BUILDING, HEIGHT OF

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

BULK PLANE

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

CARPORT

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

CLINIC

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

CO-LOCATION

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

CONIFER

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

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

CULTIVATED LANDSCAPE AREA

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

DAY CARE

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

DAY CARE CENTER

Is either:

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

DECIDUOUS

A plant with foliage that is shed annually.

DISTRICT

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

DROPLINE

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

DWELLING

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

DWELLING, MULTIPLE

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

DWELLING, SINGLE-FAMILY

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

DWELLING, TWO-FAMILY

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

ECOSYSTEM

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

ENTITY

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

EVERGREEN

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

EXTERIOR STRUCTURAL ALTERATION

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

FAMILY

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

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

FILLING STATION

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

FLOOR AREA

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

FRONTAGE

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

FURNISH

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

GARAGE, PRIVATE

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

GARAGE, PUBLIC

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

GARAGE, STORAGE

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

GRADE

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

GROUND COVER

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

GROUP HOME

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

GUYED TOWERS

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

HEDGE

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

HOME OCCUPATION

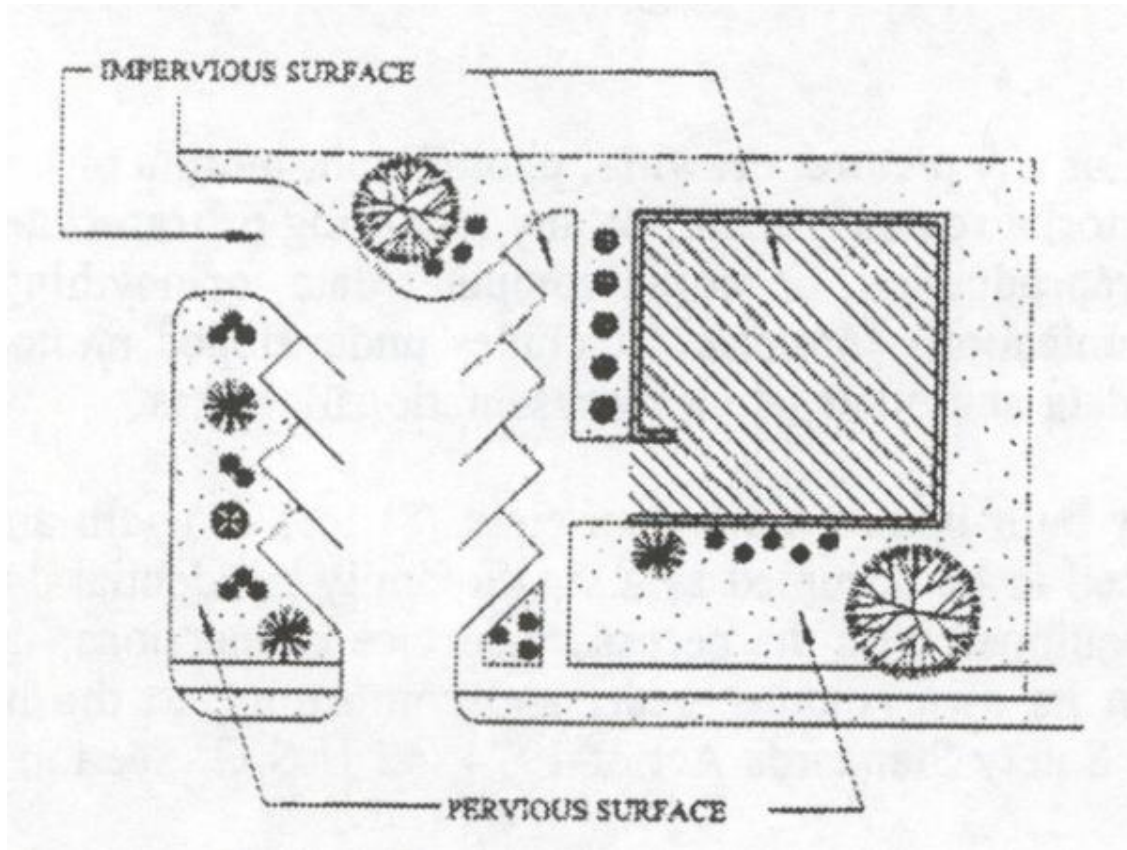
Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

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

IMPERVIOUS, PERVIOUS SURFACE

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



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

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

LATTICE TOWER

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

LOADING SPACE

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

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

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

LOT OF RECORD

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

LOT, CORNER

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

LOT, DOUBLE FRONTAGE

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

MANUFACTURED HOMES

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

MARIJUANA or MARIHUANA

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

MARIJUANA-INFUSED PRODUCTS

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

MATERIAL

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

MEDICAL MARIJUANA CULTIVATION FACILITY

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

MEDICAL MARIJUANA DISPENSARY FACILITY

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

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

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

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the Department of Health and Senior Services, to acquire, test, certify, and

transport marijuana.

MEDICAL USE

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

MOBILE HOME

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

MODULAR HOME

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

MONOPOLE TOWER

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

MOTEL

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

MULCH

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

NON-CONFORMING USE

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

OPEN SPACE

Open space shall be interpreted to mean:

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

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

OVERNIGHT SHELTER

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

PARKING AREA

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

PARKING SPACE

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

PERFORMANCE

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

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

PERIMETER, LANDSCAPING

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

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

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

PLANT SPECIES – PROHIBITED

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

PORTABLE BUILDING

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

PREMISE

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

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

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PROMOTE

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

SCREEN

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

SETBACK

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

SETBACK, SIDE STREET

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

SEXUALLY ORIENTED BUSINESS

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

SHADE TREE

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

SHRUB

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

STORAGE, PERSONAL OR SELF STORAGE

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

STORY

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

STORY, HALF

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

STREET

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

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

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

STRUCTURE

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

STRUCTURES, ACCESSORY

A structure that:

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

TOWER or COMMUNICATION TOWER

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

TRAILER OR MOBILE HOME

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

TRAILER PARK

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

TREE

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

UNDERSTORY

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

USE

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

VEGETATION, NATIVE

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

VEHICLE ACCOMMODATION AREA

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

VIABLE

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

WHOLESALE PROMOTE

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

WOODLANDS, EXISTING

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

XERISCAPE

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

YARD

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

YARD, FRONT

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

YARD, REAR

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

YARD, SIDE

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

405.150 "C-1" Local Commercial District Regulations

- A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.
- B. *Uses Permitted.*
 1. Automobile parts and accessory stores when entirely enclosed within the building.
 2. Accessory building or use.
 3. Bar or tavern, ~~provided that the premises of which is located not less than five hundred from the boundary of any R-district, a church or similar place of worship or a public school.~~
 4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
 5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 6. Convenience store.
 7. Day-care center.
 8. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up,

- and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
9. Government buildings and associated uses.
 10. Medical marijuana dispensary facility as defined in Article **XIV** Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances.
[Ord. No. 19-28, 12-10-2019]
 11. Motel, Hotel, Inn or related place of lodging.
 12. Off-street parking lot.
 13. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.
 14. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.
 15. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.
 16. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.
 17. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit.
Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.
 18. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.
 19. Undertaking establishments.
 20. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article **V** shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article **VI**.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article **X**.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article **XI**.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter **415**.
 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article **VII**.

405.160 “C-2” General Commercial District Regulations

- A. *Purpose.* The intent of the "C-2" Commercial District is to permit less restrictive ~~commercial retail~~ and service related business with a compatible location adjacent to similar uses, which ~~are separated from~~ take into consideration the adjacency of residential uses restricted.
- B. *Uses Permitted.*
1. Any use permitted in the "C-1" Commercial District, without restriction as to the number of employees or location.
 2. Automotive sales and service including body work; painting; frame alignment; restoration or reconstruction, excluding the storage of wrecked or scrap vehicles; parts and other partially dismantled cars and trucks.
 3. Automotive, moving and equipment rental.
 4. Boat and marine sales and service.
 5. Lumberyard, building and construction material sales, hardware and home improvement stores.
 6. Camper trailers, recreation vehicles sales, rental and service.
 7. Campgrounds and recreational vehicle parks.
 8. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article **VI** and **X** regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 9. Commercial amusement centers including drive-in theaters; baseball, softball and soccer fields or complexes; miniature golf; archery ranges; batting cages; driving ranges; but not including go-cart or other motorized vehicle tracks.
 10. Recycling collection centers.
 11. Landscaping, plant nurseries, lawn and garden equipment sales and service.
 12. Swimming pool sales and displays.
 13. Truck stops including fueling; sales; and service of commercial freight hauling vehicles.
 14. Commercial contracting offices including plumbing; electrical; heating and air conditioning; general carpentry; cabinetry; siding and soffit; guttering; roofing; concrete finishing and forming; general masonry; except uses which require the outside storage of materials associated with manufacturing related uses.
 15. Radio; cable; television; or other broadcasting studios.
 16. Rental and service of commercial moving vehicles; including trailers, towing equipment, construction and landscaping equipment.
 17. Car wash, quick lube or place of express auto service.
 18. General automotive repair establishments, excluding auto-body and painting establishments.
 19. Hardware and home improvement stores, excluding the outside storage of lumber, block and associated aggregate products.
 20. Farm equipment and supplies, implement sales and service, livestock and animal feed.
 21. Pre-manufactured storage buildings and accessory structures display and sales.
 22. Filling stations.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article **V** shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article **VI**.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article **X**.

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

405.165 "C-3" General Commercial District

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

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

405.540 Height And Area Regulations Established -- Chart

The required height and area regulations are established and shown on the following chart which is part of Article V.

CITY OF REPUBLIC HEIGHT AND AREA REGULATIONS CHART [Ord. No. 17-06 § 1, 1-17-2017]

	AG	R-1L	R-1M	R-1H	R1-MH	R-1Z	R-2	R-3	C-1	C-2	C-3	M-1	M-2
Min. Lot Size	3 acres	12,000 s.f.	9,000 s.f.	7,000 s.f.	6,000 s.f.	5,000 s.f.	10,000 s.f.	2,500 s.f.	--	--	--	--	--
Front Setback	25'	25'	25'	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Rear Setback	25'	25'	25'	25'	25'	25'	25'	15'	15' (BF)	15' (BF)	15' (BF)	15' (CG)	30' (CG)
Side Street Setback at an Intersection of two Collector Class Streets or Greater	25'	25'	25'	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and Collector Class Streets	20'	20'	20'	20'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and Local Class Streets.	15'	15'	15'	15'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Interior Side Yard Setback	6'	6'	6'	6'	6'	0 ^(A+D)	6'	15' (BF)	6' (BF)	6' (BF)	6' (BF)	15' (CG)	15' (CG)
Min. Lot Width	100'	100'	80'	70'	60'	45'	85'	70'	--	--	--	--	--
Min. Cul-de-sac Lot Width	60'	80' ^(E)	70' ^(E)	60' ^(E)	40' ^(E)	40' ^(E)	80' ^(E)	60' ^(E)	--	--	--	--	--
Min. Lot Depth	200'	110'	100'	90'	80'	100'	100'	100'	--	--	--	--	--
Max. Lot Coverage	--	--	--	--	--	--	--	80%	90%	90%	90%	90%	90%
Max Density (Lots per	0.33	3.63	4.84	6.22	7.26	8.71	4.36	17.42	--	--	--	--	--

acre)													
Min. Distance Between Structures	--	--	--	--	--	--	--	15'	--	--	--	--	--
Max. Building Height	--	--	--	--	--	--	--	--	(DH)	(DH)	(DH)	(DH)	(DH)

NOTES: The coordinating notes (subscript 1-12) concerning this table are contained in Section 405.545: Height and Area Exceptions and Conditions.

405.545 Height And Area Exceptions And Conditions [Edit](#)

- A. The dwelling unit shall be placed on one (1) interior side property line with a zero (0) setback and the dwelling unit setback on the other interior side property line shall be a minimum of ten (10) feet, excluding the connecting elements such as fences, walls and trellises, but including covered porches, patios and storage spaces which are part of the principal structure. Non-zero lot line dwelling units shall comply with the interior side yard setbacks of the appropriate single-family residential district.
- B. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be twenty-five (25) feet.
- C. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be thirty-five (35) feet in a "M-1" District; and fifty (50) feet in a "M-2" District.
- D. No maximum building height unless the structure is adjacent to a single-family residential district, in which case the height of the structure shall remain below a forty-five degree (45°) bulk plane as measured from the boundary of the adjacent residential district.
- E. The minimum lot width on a cul-de-sac shall be measured across the front of the lot at the radius of the twenty-five (25) feet setback.

405.550 Generally [Edit](#)

- A. Where a lot of record at the time of the effective date of this ordinance has less area or width than herewith required in the district in which it is located, said lot may nonetheless be used for a single-family dwelling use permitted in the district in which it is located.
- B. Where a use is permitted in a less restrictive district in which the property is zoned, the use shall be subject to the area regulations of similar and appropriate districts. Determination of which shall be based on use and the closest lot size, without exceeding the minimum requirements for that district. When single-family is permitted, the area regulations for the "R1-M" shall apply.
- C. Minimum lot width on a cul-de-sac shall be measured at the building setback as established in Section **405.540**.

405.560 Height Limitations [Edit](#)

- A. The height limitations of this Chapter shall not apply to:
 - 1. Church spires.
 - 2. Belfries.
 - 3. Monuments.
 - 4. Water towers.
 - 5. Tanks.
 - 6. Fire towers.

- 7. Stage towers
 - 8. Cooling towers.
 - 9. Ornamental towers and spires below fifty (50) feet in height.
 - 10. Radio and television towers, antennae or aerials below fifty (50) feet in height.
 - 11. Chimneys.
 - 12. Elevator bulkheads.
 - 13. Smoke stacks.
 - 14. Conveyors.
 - 15. Flagpoles.
 - 16. Communication towers shall comply with the regulations set forth in Section **405.170(B)(8)**.
- B. Public, semi-public or public service buildings, hospitals, institutions or schools, when permitted in a district, may be erected to a height not exceeding sixty (60) feet, and churches may be erected to a height not exceeding seventy-five (75) feet when the required side and rear yards are each increased by at least one (1) foot for each one (1) foot of additional building height above the height limit otherwise provided in the district in which the building is located.
- C. Buildings that are to be used for storage purposes only may exceed the maximum number of stories that are permitted in the district in which they are located, but such buildings shall not exceed the number of feet of building height permitted in such district.

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

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

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

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote:

405.020 Definitions

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

AGRICULTURAL PROCESSING

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

AGRICULTURAL SALES AND SERVICE

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

AGRICULTURE, GENERAL

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

AGRICULTURE, LIMITED

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

ALLEY

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

BAR OR TAVERN

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

BASEMENT

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

BERM

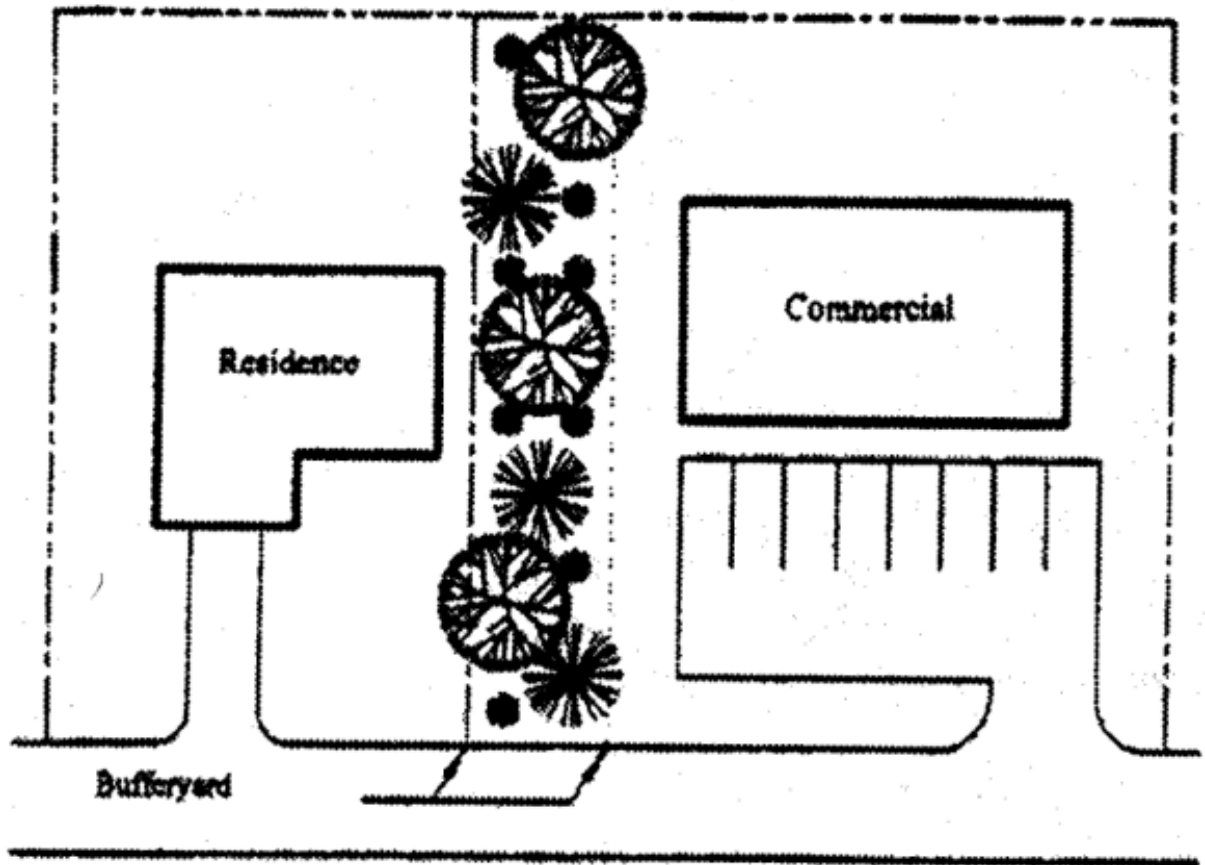
An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BOARDING HOUSE or LODGING HOUSE

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

BUFFER

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

**BUILDING**

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

BUILDING, HEIGHT OF

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

BULK PLANE

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

CARPORT

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

CLINIC

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

CO-LOCATION

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

CONIFER

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

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

CULTIVATED LANDSCAPE AREA

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

DAY CARE

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

DAY CARE CENTER

Is either:

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

DECIDUOUS

A plant with foliage that is shed annually.

DISTRICT

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

DROPLINE

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

DWELLING

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

DWELLING, MULTIPLE

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

DWELLING, SINGLE-FAMILY

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

DWELLING, TWO-FAMILY

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

ECOSYSTEM

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

ENTITY

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

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

EVERGREEN

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

EXTERIOR STRUCTURAL ALTERATION

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

FAMILY

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

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

FILLING STATION

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

FLOOR AREA

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

FRONTAGE

The distance along a street line from one (1) intersecting street to another or from one (1)

intersecting street to the end of a dead-end street.

FURNISH

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

GARAGE, PRIVATE

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

GARAGE, PUBLIC

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

GARAGE, STORAGE

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

GRADE

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

GROUND COVER

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

GROUP HOME

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

GUYED TOWERS

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

HEDGE

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

HOME OCCUPATION

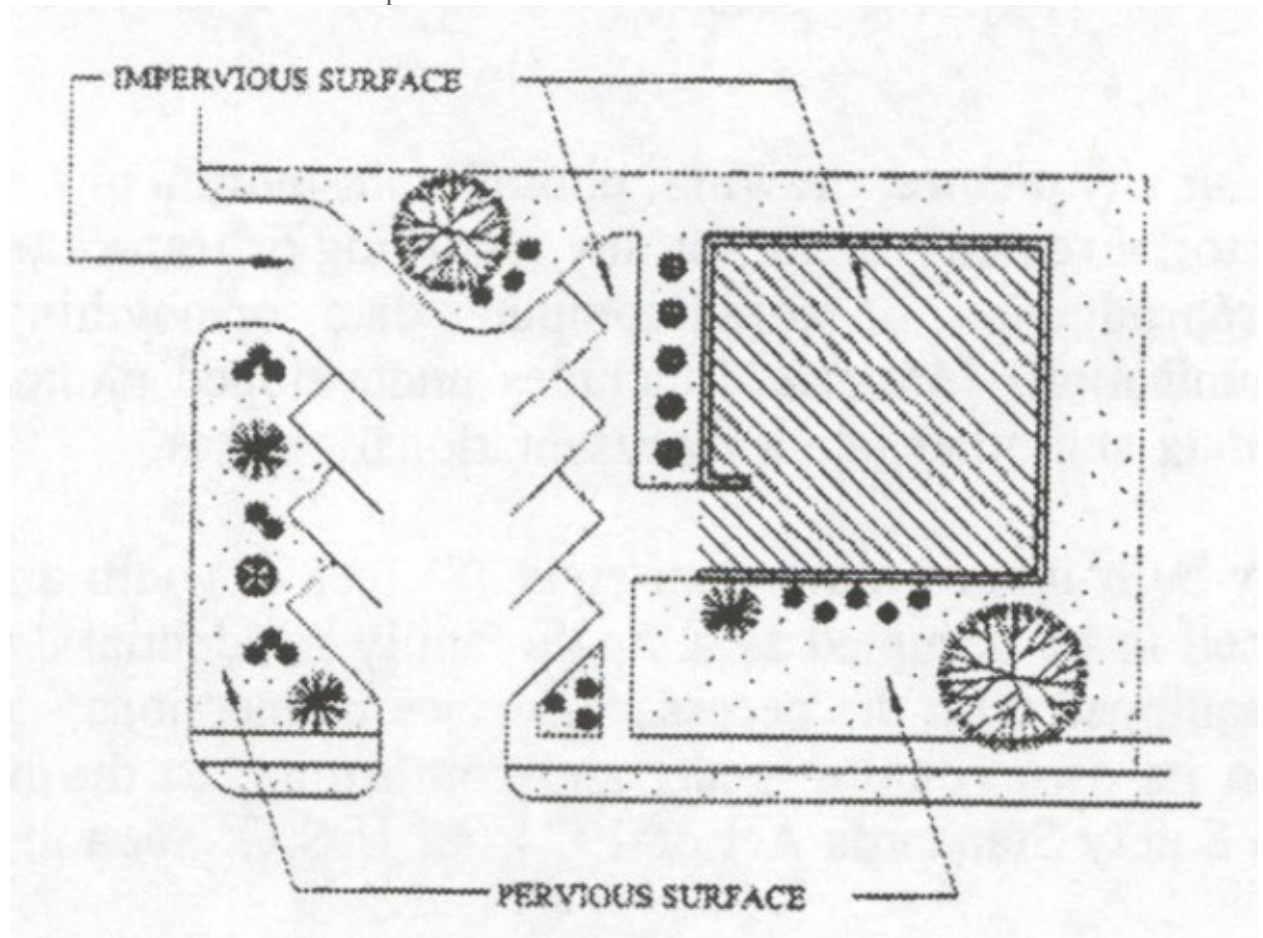
Any occupation or activity which is clearly incidental and secondary to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building by a member(s) of a family residing on the premises.

HOTEL

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

IMPERVIOUS, PERVIOUS SURFACE

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



INSTITUTION

A non-profit establishment for public use.

IRRIGATION SYSTEM

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

LATTICE TOWER

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

LOADING SPACE

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

a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE or ROOMING HOUSE

Same as "Boarding House."

LOT

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

LOT OF RECORD

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

LOT, CORNER

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

LOT, DOUBLE FRONTAGE

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

MANUFACTURED HOMES

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

MARIJUANA or MARIHUANA

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

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

MARIJUANA-INFUSED PRODUCTS

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

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

MATERIAL

Anything printed or written, or any picture, drawing, photograph, motion picture film, videotape

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

MEDICAL MARIJUANA CULTIVATION FACILITY

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

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

MEDICAL MARIJUANA DISPENSARY FACILITY

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

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

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

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

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

MEDICAL MARIJUANA TESTING FACILITY

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

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

MEDICAL USE

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

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

MOBILE HOME

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

MODULAR HOME

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

MONOPOLE TOWER

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

MOTEL

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

MULCH

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

NON-CONFORMING USE

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

OPEN SPACE

Open space shall be interpreted to mean:

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

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

OVERNIGHT SHELTER

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

PARKING AREA

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

PARKING SPACE

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

PERFORMANCE

Any play, motion picture film, videotape, dance or exhibition performed before an audience of

one (1) or more.

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

PERIMETER, LANDSCAPING

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

PERVIOUS SURFACE

See "Impervious Surface."

PLANT COMMUNITY

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

PLANT SPECIES – PROHIBITED

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

PORTABLE BUILDING

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

PREMISE

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

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

PRESERVE AREAS

Vegetative areas required to be preserved by law.

PROMOTE

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

SCREEN

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

SETBACK

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

SETBACK, SIDE STREET

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

SEXUALLY ORIENTED BUSINESS

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

SHADE TREE

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

SHRUB

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

STORAGE, PERSONAL OR SELF STORAGE

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

STORY

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

STORY, HALF

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

STREET

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

STREET LINE

A dividing line between a lot and a contiguous street.

STRUCTURAL ALTERATIONS

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

STRUCTURE

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

STRUCTURES, ACCESSORY

A structure that:

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

TOWER or COMMUNICATION TOWER

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

TRAILER OR MOBILE HOME

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

TRAILER PARK

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

TREE

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

UNDERSTORY

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

USE

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

VEGETATION, NATIVE

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

VEHICLE ACCOMMODATION AREA

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

the total of circulation areas, loading and unloading areas and parking areas.

VIABLE

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

WHOLESALE PROMOTE

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

WOODLANDS, EXISTING

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

XERISCAPE

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

YARD

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

YARD, FRONT

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

YARD, REAR

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

YARD, SIDE

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

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

405.150 "C-1" Local Commercial District Regulations

- A. *Purpose.* The intent of the "C-1" Commercial District is to permit retail and service related business with a compatible location adjacent to similar uses.
- B. *Uses Permitted.*
1. Automobile parts and accessory stores when entirely enclosed within the building.
 2. Accessory building or use.
 3. Bar or tavern, ~~provided that the premises of which is located not less than five hundred from the boundary of any R-district, a church or similar place of worship or a public school.~~
 4. Bowling alley; dance halls; video game arcades; billiard parlors; roller-skating; ice-skating; or movie theaters, excluding drive-in theaters.
 5. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 6. Convenience store.
 7. Day-care center.
 8. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 9. Government buildings and associated uses.
 10. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. **[Ord. No. 19-28, 12-10-2019]**
 11. Motel, Hotel, Inn or related place of lodging.
 12. Off-street parking lot.
 13. Office or office buildings including health clinics, medical doctors and dental offices; hospitals; banks; financial institutions including automatic teller machines and drive-thru facilities; accountants; real-estate; engineering; architecture and other professional service offices.
 14. Personal service establishments including beauty parlors; barbershops; custom tailoring; dry cleaning and laundry pick-up; shoe repair; self-service laundromats; express or mailing offices; hearing aid and eye glass shops.
 15. Private schools and studios for art, dance, drama, music or photography and private and publicly funded schools, preschools and daycare facilities.
 16. Residential uses provided such uses are located above the first floor or behind non-residential uses in a single attached mixed-use building, so as to create a continuous non-residential facade, on the first-floor level along all street frontages.
 17. Temporary or seasonal tents or trailers pertaining to the sale of Christmas trees, pumpkins, plants, flowers, fruits and vegetables. The sale of merchandise from traveling vendors under tents or other temporary facilities are not permitted except by issuance of a special use permit.

Temporary facilities shall not be permitted beyond a three (3) month period per year, unless permitted as a permanent structure.

18. Temporary, portable food and drink carts or stands, etc. not to include the use of tables or dining areas for the public. Temporary facilities shall not be permitted beyond a three (3) month period per year and shall further be subject to the issuance of a building permit for such uses.
 19. Undertaking establishments.
 20. Veterinarian, dog grooming, boarding, pet daycare, or similar place of animal care, provided that only treatment or care be given to animals kept within the building. No outside cages, kennels, fences, equipment, materials, or accessories to the business shall be stored outside or used on the premises.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.

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

405.160 "C-2" General Commercial District Regulations

- A. *Purpose.* The intent of the "C-2" Commercial District is to permit less restrictive ~~commercial~~ retail and service related business with a compatible location adjacent to similar uses, which ~~are separated from~~ take into consideration the adjacency of residential uses ~~restricted~~.
- B. *Uses Permitted.*
1. Any use permitted in the "C-1" Commercial District, without restriction as to the number of employees or location.
 2. Automotive sales and service including body work; painting; frame alignment; restoration or reconstruction, excluding the storage of wrecked or scrap vehicles; parts and other partially dismantled cars and trucks.
 3. Automotive, moving and equipment rental.
 4. Boat and marine sales and service.
 5. Lumberyard, building and construction material sales, hardware and home improvement stores.
 6. Camper trailers, recreation vehicles sales, rental and service.
 7. Campgrounds and recreational vehicle parks.
 8. Churches or other places of worship, including parish houses, Sunday schools and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required. Overnight shelters shall not be permitted.
 9. Commercial amusement centers including drive-in theaters; baseball, softball and soccer fields or complexes; miniature golf; archery ranges; batting cages; driving ranges; but not including go-cart or other motorized vehicle tracks.
 10. Recycling collection centers.
 11. Landscaping, plant nurseries, lawn and garden equipment sales and service.
 12. Swimming pool sales and displays.
 13. Truck stops including fueling; sales; and service of commercial freight hauling vehicles.
 14. Commercial contracting offices including plumbing; electrical; heating and air conditioning; general carpentry; cabinetry; siding and soffit; guttering; roofing; concrete finishing and forming; general masonry; except uses which require the outside storage of materials associated with manufacturing related uses.
 15. Radio; cable; television; or other broadcasting studios.
 16. Rental and service of commercial moving vehicles; including trailers, towing equipment, construction and landscaping equipment.
 17. Car wash, quick lube or place of express auto service.
 18. General automotive repair establishments, excluding auto-body and painting establishments.
 19. Hardware and home improvement stores, excluding the outside storage of lumber, block and associated aggregate products.
 20. Farm equipment and supplies, implement sales and service, livestock and animal feed.
 21. Pre-manufactured storage buildings and accessory structures display and sales.
 22. Filling stations.
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.

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

[CC 1999 §§26-27 — 26-30; Ord. No. 04-19 §1, 3-8-2004]

405.165 "C-3" General Commercial District

- A. *Intent.* The zoning of property as "C-3" is intended to provide for retail and wholesale sales and services with only minor restrictions.
- B. *Uses Permitted.*
1. Residential building construction.
 2. Heavy and civil engineering construction.
 3. Specialty trade contractors.
 4. Merchant wholesalers, durable goods.
 5. Merchant wholesalers non-durable goods.
 6. Motor vehicle and parts dealers.
 7. Furniture and home furnishings stores.
 8. Electronics and appliance stores.
 9. Building material and garden equipment and supplies dealers.
 10. Food and beverage stores.
 11. Health and personal care stores.
 12. Gasoline stations.
 13. Clothing and clothing accessories stores.
 14. Sporting goods, hobby and music stores.
 15. General merchandise stores.
 16. Miscellaneous store retailers such as florists, office supplies, stationery, gift stores, novelty and souvenir stores, used merchandise stores, pet and pet supplies stores, art dealers, manufactured home dealers, tobacco stores.
 17. Non-store retailers.
 18. Truck transportation.
 19. Transit and ground passenger transportation.
 20. Support activities for transportation.
 21. Postal service.
 22. Couriers and messengers.
 23. Publishing industries.
 24. Motion picture and sound recording industries.
 25. Broadcasting.
 26. Internet publishing and broadcasting.
 27. Telecommunications.
 28. Internet service providers.
 29. Finance and insurance offices.
 30. Real estate, rental and leasing.
 31. Professional, scientific and technical services.
 32. Management of companies and enterprises.
 33. Administrative and support services.
 34. Educational services.
 35. Health care and social assistance.
 36. Arts, entertainment and recreation.
 37. Accommodation and food services.
 38. Repair and maintenance.
 39. Personal and laundry services.
 40. Religious, grantmaking, civic, professional and similar organizations.
 41. Executive, legislative and other general government services.
 42. Medical marijuana dispensary facility as defined in Article XIV Section 1 of the Missouri Constitution and by the Missouri Department of Health and Senior Services (or its successor) with a valid license issued by the Missouri Department of Health and Senior

Services (or its successor) and complying with the rules and regulations of the Missouri Department of Health and Senior Services and City ordinances. [Ord. No. 19-28, 12-10-2019]

43. General retail businesses including pawn shops and second-hand stores; pet stores; print shops and photocopying establishments; restaurants including drive-in, pick-up, and drive-up facilities; doughnut shops; package liquor; book; tobacco; furniture; appliance; drug; grocery; flower; jewelry; clothing.
 44. Bar or tavern
- C. *Height And Area Regulations.* The height and area regulations set forth in Article V shall be observed.
- D. *Design Standards.*
1. *Parking and loading requirements.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Article VI.
 2. *Landscaping and open space regulations.* Landscaping and open space regulations shall be provided in accordance with the requirements for specific uses set forth in Article X.
 3. *Screening and bufferyard requirements.* Screening and bufferyard requirements shall be provided in accordance with the requirements for specific uses set forth in Article XI.
 4. *Sign regulations.* Sign regulations shall be provided in accordance with the requirements for specific uses set forth in Chapter 415.
 5. *Additional district provisions.* Additional provisions relating to exterior lighting, accessory buildings, stormwater regulations and access are provided in Article VII.
- E. *Site Plan Review.* Development in the "C-3" District shall be subject to site plan review requirements and procedures.

[Ord. No. 06-58 §1, 8-14-2006]

405.540 Height And Area Regulations Established -- Chart

The required height and area regulations are established and shown on the following chart which is part of Article V.

CITY OF REPUBLIC HEIGHT AND AREA REGULATIONS CHART [Ord. No. 17-06 § 1, 1-17-2017]

	AG	R-1L	R-1M	R-1H	R1-MH	R-1Z	R-2	R-3	C-1	C-2	C-3	M-1	M-2
Min. Lot Size	3 acres	12,000 s.f.	9,000 s.f.	7,000 s.f.	6,000 s.f.	5,000 s.f.	10,000 s.f.	2,500 s.f.	--	--	--	--	--
Front Setback	25'	25'	25'	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Rear Setback	25'	25'	25'	25'	25'	25'	25'	15'	15' (BF)	15' (BF)	15' (BF)	15' (CG)	30' (CG)
Side Street Setback at an Intersection of two Collector Class Streets or Greater	25'	25'	25'	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and Collector Class Streets	20'	20'	20'	20'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and Local Class Streets.	15'	15'	15'	15'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Interior Side Yard Setback	6'	6'	6'	6'	6'	0'(A4B)	6'	15' (BF)	6' (BF)	6' (BF)	6' (BF)	15' (CG)	15' (CG)
Min. Lot Width	100'	100'	80'	70'	60'	45'	85'	70'	--	--	--	--	--

Min. Cul-de-sac Lot Width	60'	80' (E)	70' (E)	60' (E)	40' (E)	40' (E)	80' (E)	60' (E)	--	--	--	--	--
Min. Lot Depth	200'	110'	100'	90'	80'	100'	100'	100'	--	--	--	--	--
Max. Lot Coverage	--	--	--	--	--	--	--	80%	90%	90%	90%	90%	90%
Max Density (Lots per acre)	0.33	3.63	4.84	6.22	7.26	8.71	4.36	17.42	--	--	--	--	--
Min. Distance Between Structures	--	--	--	--	--	--	--	15'	--	--	--	--	--
Max. Building Height	--	--	--	--	--	--	--	--	(DH)	(DH)	(DH)	(DH)	(DH)

NOTES: The coordinating notes (subscript 1-12) concerning this table are contained in Section 405.545: Height and Area Exceptions and Conditions.

[Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-19 §1, 3-8-2004; Ord. No. 04-64 §1, 10-11-2004; Ord. No. 07-38 §1, 5-29-2007; Ord. No. 17-06 § 1, 1-17-2017]

HISTORY
 Amended by Ord. [21-66](#) on 11/4/2021

405.545 Height And Area Exceptions And Conditions [Edit](#)

- A. The dwelling unit shall be placed on one (1) interior side property line with a zero (0) setback and the dwelling unit setback on the other interior side property line shall be a minimum of ten (10) feet, excluding the connecting elements such as fences, walls and trellises, but including covered porches, patios and storage spaces which are part of the principal structure. Non-zero lot line dwelling units shall comply with the interior side yard setbacks of the appropriate single-family residential district.
- B. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be twenty-five (25) feet.
- C. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be thirty-five (35) feet in a "M-1" District; and fifty (50) feet in a "M-2" District.
- D. No maximum building height unless the structure is adjacent to a single-family residential district, in which case the height of the structure shall remain below a forty-five degree (45°) bulk plane as measured from the boundary of the adjacent residential district.
- E. The minimum lot width on a cul-de-sac shall be measured across the front of the lot at the radius of the twenty-five (25) feet setback.

[Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-19 §1, 3-8-2004; Ord. No. 07-38 §1, 5-29-2007]

HISTORY

Amended by Ord. [21-66](#) on 11/4/2021

405.550 Generally [Edit](#)

- A. Where a lot of record at the time of the effective date of this ordinance has less area or width than herewith required in the district in which it is located, said lot may nonetheless be used for a single-family dwelling use permitted in the district in which it is located.
- B. Where a use is permitted in a less restrictive district in which the property is zoned, the use shall be subject to the area regulations of similar and appropriate districts. Determination of which shall be based on use and the closest lot size, without exceeding the minimum requirements for that district. When single-family is permitted, the area regulations for the "R1-M" shall apply.
- C. Minimum lot width on a cul-de-sac shall be measured at the building setback as established in Section **405.540**.

405.560 Height Limitations [Edit](#)

- A. The height limitations of this Chapter shall not apply to:
 - 1. Church spires.
 - 2. Belfries.
 - 3. Monuments.
 - 4. Water towers.
 - 5. Tanks.
 - 6. Fire towers.
 - 7. Stage towers
 - 8. Cooling towers.
 - 9. Ornamental towers and spires below fifty (50) feet in height.
 - 10. Radio and television towers, antennae or aerials below fifty (50) feet in height.
 - 11. Chimneys.
 - 12. Elevator bulkheads.
 - 13. Smoke stacks.
 - 14. Conveyors.
 - 15. Flagpoles.
 - 16. Communication towers shall comply with the regulations set forth in Section **405.170(B)(8)**.
- B. Public, semi-public or public service buildings, hospitals, institutions or schools, when permitted in a district, may be erected to a height not exceeding sixty (60) feet, and churches may be erected to a height not exceeding seventy-five (75) feet when the required side and rear yards are each increased by at least one (1) foot for each one (1) foot of additional building height above the height limit otherwise provided in the district in which the building is located.
- C. Buildings that are to be used for storage purposes only may exceed the maximum number of stories that are permitted in the district in which they are located, but such buildings shall not exceed the number of feet of building height permitted in such district.

[CC 1999 §26-44]

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



Item 9.

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Zoning Regulations Amendment (ORD 22-001)

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:

40S.150 => Remainder to be included in liquor licensing
.160 -> Clear up language
.165 => Not inclusive of C/2 so adding uses
.020

Reference updates -

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:

3-7-22

Findings of Fact

Date of Hearing:

03/07/2022

Time:

6:00

Type of Application:

Code Amendment

Name of Applicant:

Zoning Regulations Amendment (ORD 22-001)

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:

In favor - Proposed cocktail lounge @ 600 West
No one against.

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

Approval

Denial

Commissioner Name:

John Alexander

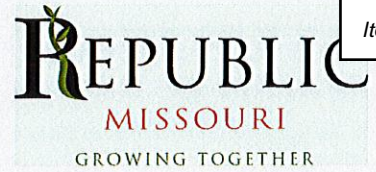
Commissioner Signature:



Date:

3/7/22

Findings of Fact



Item 9.

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: 22-16 An Ordinance of the City Council Amending Title VI, Government Code, Chapter 600, Business and Occupation, Sections 600.010 Definitions, 600.020 License Required – Classes of Licenses, 600.030 License Regulations, 600.040 Schedule of Licenses, 600.050 Application for License and Renewal, 600.060 Minors, and 600.070 Miscellaneous Offenses, and Adding New Section 600.015 Application of Missouri State Statutes.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: March 15, 2022

Issue Statement

Consideration to approve Amendments to Chapter 600 Alcoholic Beverages

Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter Regulations– specifically to Sections 600.010 Definitions, 600.015 Application of Missouri State Statutes (new section), 600.020 License Required – Classes of Licenses, 600.030 License Regulations, 600.040 Schedule of Licenses, 600.050 Application for License and Renewal, 600.060 Minors, and 600.070 Miscellaneous Offenses.

Together these amendments serve the following purposes.

1. Stricter adherence to the regulations for alcoholic beverages and liquor licensing present in Missouri Statutes.
2. Removal of areas of the ordinance
3. Addition of a permitting process to accommodate liquor catering.
4. General cleanup of the ordinance as necessary to ensure clarity and concision.

Important Changes

600.020 License Required – Classes of Licenses

A Liquor Catering permit and process have been created to allow for situations in which a licensed entity wishes to sell or serve alcohol somewhere other than the premises described in their Liquor License. The most obvious application of this permit is for caterers who wish to supply and/or serve alcoholic drinks for an event such as a wedding. Fees for this permit are being included in the Fee Schedule through a separate amendment.

600.050 Application For License And Renewal

Separation of distance requirements for licensed locations are brought in line with those of the state of Missouri by lowering the distance threshold from 300 to 100 feet. Also, the reference to “hospital”,



included nowhere else in the language, has been removed.

Recommended Action

Staff recommends the **approval** of the referenced Amendment.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VI, GOVERNMENT CODE, CHAPTER 600, BUSINESS AND OCCUPATION, SECTIONS 600.010 DEFINITIONS, 600.020 LICENSE REQUIRED – CLASSES OF LICENSES, 600.030 LICENSE REGULATIONS, 600.040 SCHEDULE OF LICENSES, 600.050 APPLICATION FOR LICENSE AND RENEWAL, 600.060 MINORS, AND 600.070 MISCELLANEOUS OFFENSES, AND ADDING NEW SECTION 600.015 APPLICATION OF MISSOURI STATE STATUTES

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 of Republic has recognized the need to continually review and revise the Municipal Code of the City of Republic, Missouri to enhance clarity, simplify unnecessary complexity and eliminate ambiguity in its language, as well as to meet the evolving demands and/or needs of the City’s citizens when such demands and/or needs are warranted and in accord with the City’s mission, vision and values, and in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the City has identified a need for amendments and additions to Title VI, Government Code, Chapter 600, in order to ensure stricter adherence to the regulations of alcoholic beverages and liquor licensing under applicable Missouri Statutes and to add a permitting process through which the City may accommodate liquor catering within City limits in accord with applicable law and regulations.

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

Section 1: Title VI, Government Code, Chapter 600, Business and Occupation, is hereby amended by amending Sections 600.010 Definitions, 600.020 License Required – Classes of Licenses, 600.030 License Regulations, 600.040 Schedule of Licenses, 600.050 Application for License and Renewal, 600.060 Minors, and 600.070 Miscellaneous Offenses, and adding new Section 600.015 Application of Missouri State Statutes, as follows:

600.010 Definitions

When used in this Chapter, the following words shall have the following meanings:

BUSINESS As defined in Code Section **605.005**.

CLOSED PLACE A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES Intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

LIQUOR MANUFACTURER A business engaged in the production of intoxicating liquor as defined in this Chapter.

MALT LIQUOR An intoxicating liquor containing alcohol in excess of three and two-tenths percent (3.2%) by weight and not in excess of five percent (5%) by weight, manufactured from pure hops or pure extract of hops or pure barley malt or wholesome grains or cereals and wholesome yeast and pure water.

MICROBREWERY A business whose activity is the brewing and selling of beer, with an annual production

of 10,000 barrels or less.

ORIGINAL PACKAGE Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit, and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "*Original package*" shall also be construed and held to refer to any package containing three (3) or more standard bottles of beer.

PERSON An individual, association, firm, joint stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

PROXIMITY The distance separating a business or entity licensed to sell intoxicating liquor and any adjacent or nearby property, premises, parcel, or land use, as determined by and through the following methods:

- A. When both uses occupy separate land parcels the measurement will start with the nearest entrance of the establishment intending to provide intoxicating liquor and extend to the nearest property line of the established use in question through the most direct possible route.
- B. When both uses occupy the same premise the measurement will be taken from the nearest entrance of each use.
- C. In circumstances where neither of the above methods apply the determination of proximity shall be made by the BUILDS Department Administrator or their designee.

RESORT Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales, or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

RESTAURANT BAR Any establishment having at least forty (40) rooms for overnight accommodations of transient guests or any establishment having a restaurant or similar facility on the premises at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred thousand dollars (\$200,000.00) from the sale of prepared meals or food consumed on such premises.

SALE BY THE DRINK Sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters shall be deemed "*sale by the drink*" and may be made only by a holder of a retail liquor dealer's license and when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

WINE A vinous liquor produced by fermentation of juices of grapes, berries or other fruits or a preparation of certain vegetables by fermentation and containing alcohol not in excess of twenty-two percent (22%) by volume.

WINE OR BRANDY MANUFACTURER A business whose activity is the production of wine or brandy.

600.015 Application of Missouri State Statutes

Chapter 311 of the Revised Statutes of Missouri applies with respect to the licensing, purchasing, consumption, enforcement, penalties, and all other aspects relating to the control of alcoholic beverages.

600.020 License Required -- Classes Of Licenses

- A. No person shall manufacture, brew, sell or offer for sale intoxicating liquor in the City of Republic without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein. No license shall be required if the manufacture is for personal use as allowed by Section 311.055, RSMo.
- B. *General Licenses.* Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell or manufacture intoxicating liquor:
1. *Package liquor — malt liquor only:* Sales of malt liquor at retail in the original package not for consumption on the premises where sold.
 2. *Package liquor — all kinds:* Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
 3. *Liquor by the drink — malt liquor/light wine only:* Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
 4. *Liquor by the drink — all kinds:* Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.
 5. *Common eating and drinking areas:* Sales of intoxicating liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area.
 6. *Liquor by the drink — resort:* Sales of liquor of all kinds by the drink at retail for consumption on the premises of any resort or qualified restaurant.
 7. *Wine or brandy manufacturer:* A producer of wine or brandy through a manufacturing process.
 8. *Microbrewery license:* A producer of beer, with an annual production of 10,000 barrels or less.
 9. *Liquor manufacturer:* A producer of intoxicating liquor not otherwise licensed under this Chapter.
- C. *Sunday Sales.* Any person who is licensed under the provisions of this Chapter or who otherwise possesses the qualifications and meets the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor on Sundays between the hours of 9:00 A.M. and Midnight:
1. *Package liquor — all kinds:* Sales of liquor of all kinds in the original package at retail, not for consumption on the premises where sold.
 2. *Liquor by the drink — restaurant bar:* Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
 3. *Liquor by the drink — amusement place:* Sales of liquor of all kinds by the drink at retail for consumption on the premises of any amusement place.
 4. *Liquor by the drink — place of entertainment:* Sales of liquor of all kinds by the drink at retail for consumption on the premises of any place of entertainment.
 5. *Liquor by the drink — common eating and drinking area:* Sales of liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area.
- D. *Permits.*
1. *Temporary permit for sale by drink.* Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section **600.030(C)** below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.
 2. *Tasting permit.* Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(3)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.

3. Liquor Catering permit. Any person wishing to exercise the sale of liquor by the drink for an event held somewhere other than the location described within the Applicant's current and valid liquor license may apply for a Liquor Catering permit. Said permit may be issued for no more than a period of 72 consecutive hours. An application for a Liquor Catering permit must meet the following requirements:
 - a. Materials required for Liquor Catering permit must be presented at the time of application:
 1. Signed letter from the entity requesting the permit.
 2. Copy of related State Liquor license.
 3. Signed letter of permission from the owner of the location or premise where the service of alcohol will be conducted.
 4. Statement of intended dates for permit.
 4. A current and valid license for the sale of Liquor by the drink must be held by the Applicant for all appropriate jurisdictions - City, County, and State.
 5. A current and valid license for the sale of Liquor by the drink must be held by the Applicant for all appropriate categories of intended sale.

600.030 License Regulations

- A. *Package Sales, Limitations.* No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drug store, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.
- B. *Newly-Opened Restaurant Bars Or Amusement Places.*
 1. ~~Any new restaurant bar having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the restaurant bar can show a projection of annual business from prepared meals or food consumed on the premises of at least fifty percent (50%) of the total gross income of the restaurant bar for the year or can show a projection of annual business from prepared meals or food consumed on the premises which would exceed not less than two hundred thousand dollars (\$200,000.00). The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.~~
 2. ~~Any new amusement place having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the amusement place can show a projection of gross receipts of at least one hundred thousand dollars (\$100,000.00) of which at least fifty thousand dollars (\$50,000.00) of such gross receipts are in non-alcoholic sales for the first (1st) year of operation. The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.~~
 3. Any new ~~resort/restaurant~~ restaurant establishment having been in operation for less than ninety (90) days and having received a temporary license in accordance with the state of Missouri's rules and regulations may be issued a temporary license, for a period not to exceed ninety (90) days, to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and between the hours of 6:00 A.M. on Saturdays until 1:30 A.M. on Sundays. No intoxicating liquor may be sold on Sundays except in accordance with the provisions of Section **600.020(C)** of this Code of Ordinances, and except in accordance with the provisions of Subsection (B)(1) hereof. ~~No such temporary license shall be issued except for an establishment having at least thirty (30) rooms for the~~

~~overnight accommodation of transient guests, having a restaurant or similar facility on the premises, at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food; or which is a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant can show a projection of annual gross receipts of not less than seventy-five thousand dollars (\$75,000.00) per year, with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or which is a seasonal resort restaurant as defined and with food sales as established in Subsection (2) of Section 311.095, RSMo.~~

C. *Temporary Permit For Sale By Drink — Certain Organizations.*

1. The BUILDS Department Administrator or their designee may issue a permit for the sale of intoxicating liquor for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for sale at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.
2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 9:00 A.M.
3. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.
4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

D. *Operating Hours, Days.*

1. No licensee or any employee of such licensee shall sell, give away or otherwise dispose of, or allow the same to be done, on or about the premises, any intoxicating liquor in any quantity ~~except as outlined in Chapter 311 RSMo, between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday, except as otherwise authorized and licensed for Sunday sales. Any person licensed to sell intoxicating liquor by the drink shall keep a closed place during the aforementioned prohibited times.~~
2. When January first (1st), March seventeenth (17th), July fourth (4th) or December thirty-first (31st) falls on Sunday and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday", any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

E. *General License Regulations.*

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the BUILDS Department Administrator or their designee may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the BUILDS Department Administrator or their Designee, upon being requested, shall permit the remaining partner or partners originally licensed, to

continue to operate for the remainder of the period for which the license fee has been paid, without obtaining a new license.

4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the ~~Council~~ BUILDS Department Administrator or their Designee. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.

~~F. *Druggists May Sell And Physicians Prescribe Liquor.* Any druggist may have in his/her possession intoxicating liquor purchased by him/her from a licensed vendor under a license pursuant to State law, or intoxicating liquor lawfully acquired at the place of acquisition and legally transported into this State, and lawfully inspected, gauged and labeled as provided by State law; such intoxicating liquor to be used in connection with the business of a druggist in compounding medicines or as a solvent or preservative; provided, that nothing in this Chapter shall prevent a regularly licensed druggist, after he/she procures a license therefor, from selling intoxicating liquor in the original package, but not to be drunk or the packages opened on the premises where sold; and provided further, that nothing in this Chapter shall be construed as limiting the right of a physician to prescribe intoxicating liquor in accordance with his/her professional judgment for any patient at any time, or prevent a druggist from selling intoxicating liquor to a person on prescription from a regularly licensed physician as above provided.~~

~~G. *Certain Persons May Not Be Supplied Intoxicating Liquors.*~~

1. ~~No licensee or his employee shall sell or supply intoxicating liquor, or permit the same to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor. Intoxicating liquor shall not be given, sold or otherwise supplied to any person under the age of twenty one (21) years, but this shall not apply to the supplying of intoxicating liquor to a person under said age for medicinal purposes only or to the administering of such intoxicating liquor to any person by a duly licensed physician. No person under the age of twenty one (21) years shall sell, or assist in the sale or dispensing of intoxicating liquor except as may be authorized under Section 311.300, RSMo.~~

2. ~~These provisions shall not apply to premises where substantial quantity of foods are served, premises used primarily as a bowling alley or premises with licenses prescribed in Section 311.480, RSMo. For the purpose of this paragraph, "substantial quantities of food" shall mean the amount of prepared meals and food wherefrom at least fifty percent (50%) of the gross income of any establishment has been derived during the three (3) most recent months preceding. Persons under the age of twenty one (21) are restricted from entering premises selling intoxicating liquors, etc., except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or spouse over the age of twenty one (21) years. It shall be unlawful for any licensee holding a sales by drink license for intoxicating liquor or beer, or his employee, agent or servant, to either directly or indirectly suffer or allow a person under the age of twenty one (21) years to enter the premises of said licensee, except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or spouse over the age of twenty one (21) years.~~

~~H. *Prohibiting The Use Of Alcoholic Beverages And Drugs By Any Minor At Open House Parties.*~~

1. ~~No person who is the owner in possession, a tenant or subtenant, or has temporary charge of any residence or premises shall allow an open house party to take place at the residence or premises if any alcoholic beverage or drug is possessed or consumed at the residence or premises by any minor where the person knew or reasonably should have known that any alcoholic beverage or drug was in the possession of or being consumed by a minor at the residence or premises and where the person failed to take reasonable steps to prevent the possession or consumption of the alcoholic beverage or drug at the residence or premises. The provisions of this Section shall not apply to:

 - a. ~~The consumption, use or possession of a drug by a minor pursuant to a lawful prescription for each drug.~~
 - b. ~~Religious observance or prescribed medical treatments.~~~~

- ~~e. The possession by a minor of alcoholic beverages or lawfully prescribed drugs incidental to the lawful employment of such minor.~~
- ~~2. The following definitions shall be used for the provisions of this Section:~~

ADULT

~~Person seventeen (17) years of age or older.~~

ALCOHOLIC BEVERAGE

~~Any alcoholic liquor as defined now and hereafter by the Revised Statutes of Missouri (RSMo). Currently, "alcoholic liquor" is defined by Section 311.020, RSMo.~~

CONTROL

~~Any form of authority, regulation, responsibility or dominion, including a possessory right.~~

DRUG

~~A controlled substance as defined and described now or hereafter by the Revised States of Missouri. Currently "controlled substances" are defined and described by Sections 195.005 — 195.425, RSMo.~~

MINOR

~~A person not legally permitted by reason of age to possess, consume or purchase alcoholic liquor as described now or hereafter by the Revised Statutes of Missouri.~~

OPEN HOUSE PARTY

~~A social gathering at a residence or premises of persons in addition to the owner or those with rights of possession or their immediate family members at which one (1) or more minors are present.~~

RESIDENCE OR PREMISES

~~A motel room, hotel room, home, apartment, condominium or other dwelling unit, including the curtilage of a dwelling unit, or a hall, meeting room or other place of assembly, whether occupied as a dwelling or specifically for social functions and whether owned, leased, rented or used with or without compensation.~~

600.040 Schedule Of License Fees

- A. The following categories and subcategories of licenses shall be issued upon compliance with the provisions of this Chapter and payment of the license fee as provided for in the fee schedule found in Section 805.030.
 - 1. *General licenses.*
 - a. Malt liquor.
 - b. Intoxicating liquor (all kinds).
 - c. Malt liquor and light wines.
 - d. Intoxicating liquor (all kinds).
 - e. Common eating and drinking places.
 - f. Wine and brandy manufacturer.
 - g. Microbrewery.
 - h. Liquor manufacturer not otherwise licensed under this Chapter.
 - i. NOTE: Not to exceed Statutory fee limits per Sections 311.180, 311.190 and 311.195, RSMo.
 - 2. *Sunday sales.* (Additional fees)
 - a. Intoxicating liquor.
 - b. Restaurant bars.
 - c. Amusement places.
 - d. Common eating and drinking places.
 - e. Liquor by the drink — charitable organizations.
 - 3. *Permits.*

- a. Temporary permit — by the drink for certain organizations (7 days max.).
 - b. Tasting permit.
 - c. Liquor Catering permit
4. Temporary licenses.

Of the license fee to be paid for any such license, the applicant shall pay as many twelfths (12ths) as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July first (1st).

600.50 Application For License And Renewal

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the BUILDS Department Administrator or their designee on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation, and whether said corporation operates any other business or controls or is controlled by any other corporation or business, and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address, and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name, and the address where said business is located. The BUILDS Department Administrator or their designee may request such additional information as deemed necessary or appropriate in determining whether or not an application should be granted or denied.
- C. *Review Of Application.* Upon the submission of an application to the City, the BUILDS Department Administrator or their designee shall review the application and all documents filed therewith and approve or deny the application in accordance with the following:
 1. License applications shall be reviewed with respect to their proximity to particular established uses at the time of application to ensure that a separation of at least 100 feet exists between any business licensed to sell intoxicating liquor and any previously established school, church, or building regularly used as a place of worship.
 - a. Proximity shall be determined through the following methods:
 - i. When both uses occupy separate land parcels the measurement will start with the nearest entrance of the establishment intending to provide intoxicating liquor and extend to the nearest property line of the established use in question through the most direct possible route.
 - ii. When both uses occupy the same premise the measurement will be taken from the nearest entrance of each use.
 - iii. In circumstances where neither of the above methods apply the determination of proximity shall be made by the BUILDS Department Administrator or their designee.
 - b. If a license applicant obtains the consent, in writing, of the Board of Directors of the school, or the consent, in writing, of the majority of the Managing Board of the church or place of worship then the requirements of Subdivision (1) of this section are waived and shall not be considered grounds for denial of the application.

- c. If the subject location of an application had previously been issued a license which was valid within one (1) year immediately preceding the application for a new license, then the requirements of Subdivision (1) of this section are waived and shall not be considered grounds for denial of the application.
- ~~2. No license shall be granted for the sale of intoxicating liquor within three hundred (300) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent, in writing, of the Board of Directors of the school or hospital, or the consent, in writing, of the majority of the Managing Board of the church or place of worship, except that when a school, church or place of worship shall hereafter be established within three hundred (300) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for lack of consent in writing as herein provided. The three hundred (300) feet distance provided for in this Section shall be measured from the center threshold of the main public entrances of such premises by the most direct walking route. No license shall be denied under this Section if a valid license to sell intoxicating beverages had been issued for the same location or address within one (1) year immediately preceding the application for a new license to be issued for the same location.~~
3. The BUILDS Department Administrator or their designee shall not approve the issuance of a license if in the opinion of the issuer extraordinary or unusual circumstances exist which would result in detrimental harm to the surrounding community. In such a circumstance, the matter shall be referred to the City Council for its determination.
4. The BUILDS Department Administrator or their designee shall approve the application and issue a license if after said application is reviewed it is found that:
- a. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - b. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - c. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - d. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter;
 - e. The provisions of Subdivisions (1) or (2) of this Subsection do not apply.
- D. Upon approval of any application for a license the BUILDS Department Administrator or their designee shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. The BUILDS Department Administrator or their designee shall review such renewal applications in accordance with the provisions of this Chapter and all other ordinances of the City which may affect any such renewal application. Upon being satisfied that the renewal application is proper and in order and upon payment of the appropriate license fee, the BUILDS Department Administrator or their designee shall renew the license.

600.060 Minors

- ~~A. Persons Eighteen Years Of Age Or Older May Sell Or Handle Liquor Or Beer, When.~~
- ~~1. Except as otherwise provided in this Section, no person under the age of twenty one (21) years shall sell or assist in the sale or dispensing of intoxicating liquor.~~
 - ~~2. In any place of business licensed in accordance with this Chapter, persons at least eighteen (18) years of age may stock, arrange displays, operate the cash register or~~

~~scanner connected to a cash register, accept payment for, and sack for carry out intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty one (21) years. Any licensee who employs any person under the age of twenty one (21) years, as authorized by this Subsection, shall, when at least fifty percent (50%) of the licensee's gross sales does not consist of non-alcoholic sales, have an employee twenty one (21) years of age or older on the licensed premises during all hours of operation.~~

3. ~~Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under twenty one (21) years of age to mix or serve across the bar, intoxicating beverages.~~

~~B. *Sales To Minor — Exceptions.* No licensee, his/her employee, or any other person, shall procure for, sell, vend, give away or otherwise supply any intoxicating liquor in any quantity whatsoever to any person under the age of twenty one (21) years, except that this Section shall not apply to the parent or guardian of the minor nor to the supplying of intoxicating liquor to a person under the age of twenty one (21) years for medical purposes only, or to the administering of such intoxicating liquor to such person by a duly licensed physician. No person shall be denied a license or renewal of a license issued under this Chapter solely due to a conviction for unlawful sale or supply to a minor while serving in the capacity as an employee of a licensed establishment.~~

~~C. *Misrepresentation Of Age By Minor To Obtain Liquor — Use Of Altered Driver's License, Passport Or I.D. Cards, Penalties.*~~

1. ~~No person under the age of twenty one (21) years shall represent, for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor, that he/she has attained the age of twenty one (21) years, except in cases authorized by law.~~

2. ~~In addition to Subsection (C)(1) of this Section, no person under the age of twenty one (21) years shall use a reproduced, modified or altered chauffeur's license, motor vehicle operator's license, identification card issued by any uniformed service of the United States, passport or identification card established in Section 302.181, RSMo., for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor.~~

~~D. *Minors In Possession Of Intoxicating Liquor.* Any person under the age of twenty one (21) years, who purchases or attempts to purchase, or has in his/her possession, any intoxicating liquor as defined in Section 600.010, or who is visibly intoxicated as defined in Section 577.001, RSMo., or has a detectable blood alcohol content of more than two hundredths of one percent (0.02%) or more by weight of alcohol in such person's blood is in violation of this Section. For purposes of prosecution under this Section, a manufacturer sealed container describing that there is intoxicating liquor therein need not be opened or the contents therein tested to verify that there is intoxicating liquor in such container. The alleged violator may allege that there was no intoxicating liquor in such container, but the burden of proof of such allegation is on such person, as it shall be presumed that such a sealed container describing that there is intoxicating liquor therein contains intoxicating liquor.~~

600.070 Miscellaneous Offenses

~~A. *Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.* It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.~~

~~B. *Mixing Liquor With Drugs Prohibited.* No licensee, or any other person, shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage, any drug or form of methyl alcohol or impure form of alcohol.~~

~~C. *Unlawful To Sell Unlabeled Liquor — Penalty.* It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the~~

~~Liquor Control Law of Missouri, and any such person upon conviction shall have his/her license revoked and shall be ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.~~

- ~~D. *Only Those Liquors Authorized By License To Be Kept On Premises.* It shall be unlawful for any licensee licensed for the sale of intoxicating liquor at retail by the drink for consumption on the premises to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee or any kind of liquor used exclusively as an ingredient in any foods being prepared and sold on the premises.~~
- ~~E. A. *Off-Premises Consumption.*~~
- ~~1. No licensee shall sell intoxicating liquor at retail in the original package, not to be consumed on the premises where sold, in any original package containing less than fifty (50) milliliters.~~
 - ~~2. No licensee shall permit any person to remove from the licensed premises any intoxicating liquor in any unsealed glass, bottle, can or other open container of any type.~~
 - ~~3. All licensees shall post a notice at each exit of the premises which is used by customers or patrons that "NO ALCOHOLIC BEVERAGES MAY BE CARRIED IN AN OPEN CONTAINER OUT OF THIS BUILDING".~~
- ~~F. B. *Drinking In Public Places Prohibited.*~~
- ~~1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot.~~
 - ~~2. No person shall drink or ingest any intoxicating liquor in or on any public place.~~
 - ~~3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.~~
 - ~~4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.~~
- ~~G. *Live Entertainment On Premises Prohibited.* No person licensed for the sale of intoxicating liquor by the drink for consumption on the premises shall permit or allow any live entertainment on the premises. The playing and singing of music solely shall not be considered entertainment under this Section.~~
- ~~H. *Window Displays.* Licensees shall not place or permit the placing of any object on or within the windows of premises covered by licenses which shall impede or obstruct vision from the exterior into the interior. This prohibition shall include illuminated signs, floral decorations, posters, placards, paintings or writings and all other similar devices or designs. In case venetian blinds are used in windows, slats shall be removed entirely across the blind so as to make a visible space beginning at four (4) feet from the sidewalk, and extending six (6) feet above the sidewalk, if the venetian blinds are kept closed. If the venetian blinds are kept open, it shall not be necessary to remove slats provided the slats at all times shall be adjusted horizontally so that the flat surfaces of the seats are parallel with the floor of the licensed premises. If curtains are used, they must be drawn apart so as to permit a clear view into the interior of the premises.~~
- ~~I. *Notice To Police By Retail Licensee Of Certain Conditions.* Each retail licensee under this Chapter or an employee of the licensee shall notify the Police Department of all conditions which would make the licensed premises not be an orderly place or house that they are unable to immediately cause to cease, and shall also notify immediately the Police Department of the occurrence of any assault or any other act of violence upon their premises.~~

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

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

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

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

600.010 Definitions

When used in this Chapter, the following words shall have the following meanings:

BUSINESS As defined in Code Section 605.005.

[Ord. No. 16-06 §1, 3-14-2016]

CLOSED PLACE A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES Intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

LIQUOR MANUFACTURER A business engaged in the production of intoxicating liquor as defined in this Chapter.

[Ord. No. 16-06 §1, 3-14-2016]

MALT LIQUOR An intoxicating liquor containing alcohol in excess of three and two-tenths percent (3.2%) by weight and not in excess of five percent (5%) by weight, manufactured from pure hops or pure extract of hops or pure barley malt or wholesome grains or cereals and wholesome yeast and pure water.

MICROBREWERY A business whose activity is the brewing and selling of beer, with an annual production of 10,000 barrels or less.

[Ord. No. 16-06 §1, 3-14-2016]

ORIGINAL PACKAGE Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit, and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing three (3) or more standard bottles of beer.

PERSON An individual, association, firm, joint stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

PROXIMITY The distance separating a business or entity licensed to sell intoxicating liquor and any adjacent or nearby property, premises, parcel, or land use, as determined by and through the following methods:

- A. When both uses occupy separate land parcels the measurement will start with the nearest entrance of the establishment intending to provide intoxicating liquor and extend to the nearest property line of the established use in question through the most direct possible route.
- B. When both uses occupy the same premise the measurement will be taken from the nearest entrance of each use.
- C. In circumstances where neither of the above methods apply the determination of proximity shall be made by the BUILDS Department Administrator or their designee.

RESORT Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales, or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the

premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

RESTAURANT BAR Any establishment having at least forty (40) rooms for overnight accommodations of transient guests or any establishment having a restaurant or similar facility on the premises at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred thousand dollars (\$200,000.00) from the sale of prepared meals or food consumed on such premises.

SALE BY THE DRINK Sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters shall be deemed "*sale by the drink*" and may be made only by a holder of a retail liquor dealer's license and when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

WINE A vinous liquor produced by fermentation of juices of grapes, berries or other fruits or a preparation of certain vegetables by fermentation and containing alcohol not in excess of twenty-two percent (22%) by volume.

[Ord. No. 16-06 §1, 3-14-2016]

WINE OR BRANDY MANUFACTURER A business whose activity is the production of wine or brandy.

[Ord. No. 16-06 §1, 3-14-2016]

[Ord. No. 03-62 §1, 9-8-2003; Ord. No. 09-40 §1, 11-23-2009]

600.015 Application of Missouri State Statutes

Chapter 311 of the Revised Statutes of Missouri applies with respect to the licensing, purchasing, consumption, enforcement, penalties, and all other aspects relating to the control of alcoholic beverages.

600.020 License Required -- Classes Of Licenses

- A. No person shall manufacture, brew, sell or offer for sale intoxicating liquor in the City of Republic without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein. No license shall be required if the manufacture is for personal use as allowed by Section 311.055, RSMo.
- B. *General Licenses.* Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell or manufacture intoxicating liquor: [Ord. No. 16-06 §1, 3-14-2016]
 1. *Package liquor — malt liquor only:* Sales of malt liquor at retail in the original package not for consumption on the premises where sold.
 2. *Package liquor — all kinds:* Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
 3. *Liquor by the drink — malt liquor/light wine only:* Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
 4. *Liquor by the drink — all kinds:* Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.
 5. *Common eating and drinking areas:* Sales of intoxicating liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area.
 6. *Liquor by the drink — resort:* Sales of liquor of all kinds by the drink at retail for consumption on the premises of any resort or qualified restaurant.

7. *Wine or brandy manufacturer*: A producer of wine or brandy through a manufacturing process.
 8. *Microbrewery license*: A producer of beer, with an annual production of 10,000 barrels or less.
 9. *Liquor manufacturer*: A producer of intoxicating liquor not otherwise licensed under this Chapter.
- C. *Sunday Sales*. Any person who is licensed under the provisions of this Chapter or who otherwise possesses the qualifications and meets the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor on Sundays between the hours of 9:00 A.M. and Midnight:
1. *Package liquor — all kinds*: Sales of liquor of all kinds in the original package at retail, not for consumption on the premises where sold.
 2. *Liquor by the drink — restaurant bar*: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
 3. *Liquor by the drink — amusement place*: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any amusement place.
 4. *Liquor by the drink — place of entertainment*: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any place of entertainment.
 5. *Liquor by the drink — common eating and drinking area*: Sales of liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area.
- D. *Permits*.
1. *Temporary permit for sale by drink*. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section **600.030(C)** below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.
 2. *Tasting permit*. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(3)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.
 3. *Liquor Catering permit*. Any person wishing to exercise the sale of liquor by the drink for an event held somewhere other than the location described within the Applicant's current and valid liquor license may apply for a Liquor Catering permit. Said permit may be issued for no more than a period of 72 consecutive hours. An application for a Liquor Catering permit must meet the following requirements:
 - a. Materials required for Liquor Catering permit must be presented at the time of application:
 1. Signed letter from the entity requesting the permit.
 2. Copy of related State Liquor license.
 3. Signed letter of permission from the owner of the location or premise where the service of alcohol will be conducted.
 4. Statement of intended dates for permit.
 4. A current and valid license for the sale of Liquor by the drink must be held by the Applicant for all appropriate jurisdictions - City, County, and State.
 5. A current and valid license for the sale of Liquor by the drink must be held by the Applicant for all appropriate categories of intended sale.

[Ord. No. 03-63 §§1 — 2, 9-8-2003; Ord. No. 09-40 §1, 11-23-2009]

600.030 License Regulations

- A. *Package Sales, Limitations*. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drug store, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor

shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

B. *Newly-Opened Restaurant Bars Or Amusement Places.*

1. ~~Any new restaurant bar having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the restaurant bar can show a projection of annual business from prepared meals or food consumed on the premises of at least fifty percent (50%) of the total gross income of the restaurant bar for the year or can show a projection of annual business from prepared meals or food consumed on the premises which would exceed not less than two hundred thousand dollars (\$200,000.00). The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.~~
2. ~~Any new amusement place having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the amusement place can show a projection of gross receipts of at least one hundred thousand dollars (\$100,000.00) of which at least fifty thousand dollars (\$50,000.00) of such gross receipts are in non alcoholic sales for the first (1st) year of operation. The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.~~
3. Any new resort/restaurant establishment having been in operation for less than ninety (90) days and having received a temporary license in accordance with the state of Missouri's rules and regulations may be issued a temporary license, for a period not to exceed ninety (90) days, to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and between the hours of 6:00 A.M. on Saturdays until 1:30 A.M. on Sundays. No intoxicating liquor may be sold on Sundays except in accordance with the provisions of Section **600.020(C)** of this Code of Ordinances, ~~and except in accordance with the provisions of Subsection (B)(1) hereof. No such temporary license shall be issued except for an establishment having at least thirty (30) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises, at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food; or which is a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant can show a projection of annual gross receipts of not less than seventy five thousand dollars (\$75,000.00) per year, with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non alcoholic sales; or which is a seasonal resort restaurant as defined and with food sales as established in Subsection (2) of Section 311.095, RSMo.~~

C. *Temporary Permit For Sale By Drink — Certain Organizations.*

1. The BUILDS Department Administrator or their designee may issue a permit for the sale of intoxicating liquor for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for sale at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.
2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 9:00 A.M.
3. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.
4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

D. *Operating Hours, Days.*

1. No licensee or any employee of such licensee shall sell, give away or otherwise dispose of, or allow the same to be done, on or about the premises, any intoxicating liquor in any quantity ~~except as outlined in Chapter 311 RSMo, between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday, except as otherwise authorized and licensed for Sunday sales. Any person licensed to sell intoxicating liquor by the drink shall keep a closed place during the aforementioned prohibited times.~~
2. When January first (1st), March seventeenth (17th), July fourth (4th) or December thirty-first (31st) falls on Sunday and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday", any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

E. *General License Regulations.*

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the BUILDS Department Administrator or their designee may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the BUILDS Department Administrator or their Designee, upon being requested, shall permit the remaining partner or partners originally licensed, to continue to operate for the remainder of the period for which the license fee has been paid, without obtaining a new license.
4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the ~~Council~~ BUILDS Department Administrator or their Designee. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.

~~F.—Druggists May Sell And Physicians Prescribe Liquor. Any druggist may have in his/her possession intoxicating liquor purchased by him/her from a licensed vendor under a license pursuant to State law, or intoxicating liquor lawfully acquired at the place of acquisition and legally transported into this State, and lawfully inspected, gauged and labeled as provided by State law; such intoxicating liquor to be used in connection with the business of a druggist in compounding medicines or as a solvent or preservative; provided, that nothing in this Chapter shall prevent a regularly licensed druggist, after he/she procures a license therefor, from selling intoxicating liquor in the original package, but not to be drunk or the packages opened on the premises where sold; and provided further, that nothing in this Chapter shall be construed as limiting the right of a physician to prescribe intoxicating liquor in accordance with his/her professional judgment for any patient at any time, or prevent a druggist from selling intoxicating liquor to a person on prescription from a regularly licensed physician as above provided.~~

~~G.—Certain Persons May Not Be Supplied Intoxicating Liquors.~~

1. ~~No licensee or his employee shall sell or supply intoxicating liquor, or permit the same to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor. Intoxicating liquor shall not be given, sold or otherwise supplied to any person under the age of twenty one (21) years, but this shall not apply to the supplying of intoxicating liquor to a person under said age for medicinal purposes only or to the administering of such intoxicating liquor to any person by a duly licensed physician. No~~

~~person under the age of twenty one (21) years shall sell, or assist in the sale or dispensing of intoxicating liquor except as may be authorized under Section 311.300, RSMo.~~

- ~~2.—These provisions shall not apply to premises where substantial quantity of foods are served, premises used primarily as a bowling alley or premises with licenses prescribed in Section 311.480, RSMo. For the purpose of this paragraph, "substantial quantities of food" shall mean the amount of prepared meals and food wherefrom at least fifty percent (50%) of the gross income of any establishment has been derived during the three (3) most recent months preceding. Persons under the age of twenty one (21) are restricted from entering premises selling intoxicating liquors, etc., except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or spouse over the age of twenty one (21) years. It shall be unlawful for any licensee holding a sales by drink license for intoxicating liquor or beer, or his employee, agent or servant, to either directly or indirectly suffer or allow a person under the age of twenty one (21) years to enter the premises of said licensee, except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or spouse over the age of twenty one (21) years.~~

~~H.—Prohibiting The Use Of Alcoholic Beverages And Drugs By Any Minor At Open House Parties.~~

- ~~1.—No person who is the owner in possession, a tenant or subtenant, or has temporary charge of any residence or premises shall allow an open house party to take place at the residence or premises if any alcoholic beverage or drug is possessed or consumed at the residence or premises by any minor where the person knew or reasonably should have known that any alcoholic beverage or drug was in the possession of or being consumed by a minor at the residence or premises and where the person failed to take reasonable steps to prevent the possession or consumption of the alcoholic beverage or drug at the residence or premises. The provisions of this Section shall not apply to:~~
- ~~a.—The consumption, use or possession of a drug by a minor pursuant to a lawful prescription for each drug.~~
 - ~~b.—Religious observance or prescribed medical treatments.~~
 - ~~c.—The possession by a minor of alcoholic beverages or lawfully prescribed drugs incidental to the lawful employment of such minor.~~
- ~~2.—The following definitions shall be used for the provisions of this Section:~~

~~**ADULT**~~

~~Person seventeen (17) years of age or older.~~

~~**ALCOHOLIC BEVERAGE**~~

~~Any alcoholic liquor as defined now and hereafter by the Revised Statutes of Missouri (RSMo). Currently, "alcoholic liquor" is defined by Section 311.020, RSMo.~~

~~**CONTROL**~~

~~Any form of authority, regulation, responsibility or dominion, including a possessory right.~~

~~**DRUG**~~

~~A controlled substance as defined and described now or hereafter by the Revised States of Missouri. Currently "controlled substances" are defined and described by Sections 195.005—195.425, RSMo.~~

~~**MINOR**~~

~~A person not legally permitted by reason of age to possess, consume or purchase alcoholic liquor as described now or hereafter by the Revised Statutes of Missouri.~~

~~**OPEN HOUSE PARTY**~~

~~A social gathering at a residence or premises of persons in addition to the owner or those with rights of possession or their immediate family members at which one (1) or more minors are present.~~

RESIDENCE OR PREMISES

~~A motel room, hotel room, home, apartment, condominium or other dwelling unit, including the curtilage of a dwelling unit, or a hall, meeting room or other place of assembly, whether occupied as a dwelling or specifically for social functions and whether owned, leased, rented or used with or without compensation.~~

[Ord. No. 03-64 §§1 — 4, 9-8-2003; Ord. No. 09-40 §1, 11-23-2009]

HISTORY

Amended by Ord. [21-67](#) on 11/4/2021

600.040 Schedule Of License Fees

- A. The following categories and subcategories of licenses shall be issued upon compliance with the provisions of this Chapter and payment of the license fee as provided for in the fee schedule found in Section 805.030.
1. *General licenses.*
 - a. Malt liquor.
 - b. Intoxicating liquor (all kinds).
 - c. Malt liquor and light wines.
 - d. Intoxicating liquor (all kinds).
 - e. Common eating and drinking places.
 - f. Wine and brandy manufacturer. [Ord. No. 16-06 §1, 3-14-2016]
 - g. Microbrewery. [Ord. No. 16-06 §1, 3-14-2016]
 - h. Liquor manufacturer not otherwise licensed under this Chapter. [Ord. No. 16-06 §1, 3-14-2016]
 - i. NOTE: Not to exceed Statutory fee limits per Sections 311.180, 311.190 and 311.195, RSMo. [Ord. No. 16-06 §1, 3-14-2016]
 2. *Sunday sales.* (Additional fees)
 - a. Intoxicating liquor.
 - b. Restaurant bars.
 - c. Amusement places.
 - d. Common eating and drinking places.
 - e. Liquor by the drink — charitable organizations.
 3. *Permits.*
 - a. Temporary permit — by the drink for certain organizations (7 days max.).
 - b. Tasting permit.
 - c. Liquor Catering permit
 4. Temporary licenses.

Of the license fee to be paid for any such license, the applicant shall pay as many twelfths (12ths) as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July first (1st).

[Ord. No. 09-40 §1, 11-23-2009]

HISTORY

Amended by Ord. [20-53](#) on 12/8/2020

600.50 Application For License And Renewal

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the BUILDS Department Administrator or their designee, on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or

dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation, and whether said corporation operates any other business or controls or is controlled by any other corporation or business, and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address, and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name, and the address where said business is located. The BUILDS Department Administrator or their designee may request such additional information as deemed necessary or appropriate in determining whether or not an application should be granted or denied.

C. *Review Of Application.* Upon the submission of an application to the City, the BUILDS Department Administrator or their designee shall review the application and all documents filed therewith and approve or deny the application in accordance with the following:

1. License applications shall be reviewed with respect to their proximity to particular established uses at the time of application to ensure that a separation of at least 100 feet exists between any business licensed to sell intoxicating liquor and any previously established school, church, or building regularly used as a place of worship.

a. Proximity shall be determined through the following methods:

i. When both uses occupy separate land parcels the measurement will start with the nearest entrance of the establishment intending to provide intoxicating liquor and extend to the nearest property line of the established use in question through the most direct possible route.

ii. When both uses occupy the same premise the measurement will be taken from the nearest entrance of each use.

iii. In circumstances where neither of the above methods apply the determination of proximity shall be made by the BUILDS Department Administrator or their designee.

b. If a license applicant obtains the consent, in writing, of the Board of Directors of the school, or the consent, in writing, of the majority of the Managing Board of the church or place of worship then the requirements of Subdivision (1) of this section are waived and shall not be considered grounds for denial of the application.

c. If the subject location of an application had previously been issued a license which was valid within one (1) year immediately preceding the application for a new license, then the requirements of Subdivision (1) of this section are waived and shall not be considered grounds for denial of the application.

~~2.—No license shall be granted for the sale of intoxicating liquor within three hundred (300) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent, in writing, of the Board of Directors of the school or hospital, or the consent, in writing, of the majority of the Managing Board of the church or place of worship, except that when a school, church or place of worship shall hereafter be established within three hundred (300) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for lack of consent in writing as herein provided. The three hundred (300) feet distance provided for in this Section shall be measured from the center threshold of the main public entrances of such premises by the most direct walking route. No license shall be denied under this Section if a valid license to sell intoxicating beverages had been issued for the same location or address within one (1) year immediately preceding the application for a new license to be issued for the same location.~~

3. The BUILDS Department Administrator or their designee shall not approve the issuance of a license if in the opinion of the issuer extraordinary or unusual circumstances exist which would result in detrimental harm to the surrounding community. In such a circumstance, the matter shall be referred to the City Council for its determination.

4. The BUILDS Department Administrator or their designee shall approve the application and issue a license if after said application is reviewed it is found that:
 - a. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - b. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - c. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - d. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter;
 - e. The provisions of Subdivisions (1) or (2) of this Subsection do not apply.
- D. Upon approval of any application for a license the BUILDS Department Administrator or their designee shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. The BUILDS Department Administrator or their designee shall review such renewal applications in accordance with the provisions of this Chapter and all other ordinances of the City which may affect any such renewal application. Upon being satisfied that the renewal application is proper and in order and upon payment of the appropriate license fee, the BUILDS Department Administrator or their designee shall renew the license.

[Ord. No. 03-07 §1 — 3, 1-27-2003; Ord. No. 09-40 §1, 11-23-2009; Ord. No. 17-33 § 1, 9-19-2017]

HISTORY

Amended by Ord. [21-67](#) on 11/4/2021

600.060 Minors

~~A. — Persons Eighteen Years Of Age Or Older May Sell Or Handle Liquor Or Beer, When.~~

- ~~1. — Except as otherwise provided in this Section, no person under the age of twenty one (21) years shall sell or assist in the sale or dispensing of intoxicating liquor.~~
- ~~2. — In any place of business licensed in accordance with this Chapter, persons at least eighteen (18) years of age may stock, arrange displays, operate the cash register or scanner connected to a cash register, accept payment for, and sack for carry out intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty one (21) years. Any licensee who employs any person under the age of twenty one (21) years, as authorized by this Subsection, shall, when at least fifty percent (50%) of the licensee's gross sales does not consist of non alcoholic sales, have an employee twenty one (21) years of age or older on the licensed premises during all hours of operation.~~
- ~~3. — Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under twenty one (21) years of age to mix or serve across the bar, intoxicating beverages.~~

~~B. — Sales To Minor — Exceptions. No licensee, his/her employee, or any other person, shall procure for, sell, vend, give away or otherwise supply any intoxicating liquor in any quantity whatsoever to any person under the age of twenty one (21) years, except that this Section shall not apply to the parent or guardian of the minor nor to the supplying of intoxicating liquor to a person under the age of twenty one (21) years for medical purposes only, or to the administering of such intoxicating liquor to such person by a duly licensed physician. No person shall be denied a license or renewal of a license issued under this Chapter solely due to a conviction for unlawful sale or supply to a minor while serving in the capacity as an employee of a licensed establishment.~~

~~C. *Misrepresentation Of Age By Minor To Obtain Liquor — Use Of Altered Driver's License, Passport Or I.D. Cards, Penalties.*~~

- ~~1. No person under the age of twenty one (21) years shall represent, for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor, that he/she has attained the age of twenty one (21) years, except in cases authorized by law.~~
- ~~2. In addition to Subsection (C)(1) of this Section, no person under the age of twenty one (21) years shall use a reproduced, modified or altered chauffeur's license, motor vehicle operator's license, identification card issued by any uniformed service of the United States, passport or identification card established in Section 302.181, RSMo., for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor.~~

~~D. *Minors In Possession Of Intoxicating Liquor.* Any person under the age of twenty one (21) years, who purchases or attempts to purchase, or has in his/her possession, any intoxicating liquor as defined in Section 600.010, or who is visibly intoxicated as defined in Section 577.001, RSMo., or has a detectable blood alcohol content of more than two hundredths of one percent (0.02%) or more by weight of alcohol in such person's blood is in violation of this Section. For purposes of prosecution under this Section, a manufacturer sealed container describing that there is intoxicating liquor therein need not be opened or the contents therein tested to verify that there is intoxicating liquor in such container. The alleged violator may allege that there was no intoxicating liquor in such container, but the burden of proof of such allegation is on such person, as it shall be presumed that such a sealed container describing that there is intoxicating liquor therein contains intoxicating liquor.~~

[Ord. No. 06-19 §1, 3-13-2006; Ord. No. 09-40 §1, 11-23-2009]

600.070 Miscellaneous Offenses

- ~~A. *Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.* It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.~~
- ~~B. *Mixing Liquor With Drugs Prohibited.* No licensee, or any other person, shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage, any drug or form of methyl alcohol or impure form of alcohol.~~
- ~~C. *Unlawful To Sell Unlabeled Liquor — Penalty.* It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the Liquor Control Law of Missouri, and any such person upon conviction shall have his/her license revoked and shall be ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.~~
- ~~D. *Only Those Liquors Authorized By License To Be Kept On Premises.* It shall be unlawful for any licensee licensed for the sale of intoxicating liquor at retail by the drink for consumption on the premises to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee or any kind of liquor used exclusively as an ingredient in any foods being prepared and sold on the premises.~~
- ~~E. *A. Off-Premises Consumption.*~~
- ~~1. No licensee shall sell intoxicating liquor at retail in the original package, not to be consumed on the premises where sold, in any original package containing less than fifty (50) milliliters.~~
 - ~~2. No licensee shall permit any person to remove from the licensed premises any intoxicating liquor in any unsealed glass, bottle, can or other open container of any type.~~
 - ~~3. All licensees shall post a notice at each exit of the premises which is used by customers or patrons that "NO ALCOHOLIC BEVERAGES MAY BE CARRIED IN AN OPEN CONTAINER OUT OF THIS BUILDING".~~
- ~~F. *B. Drinking In Public Places Prohibited.*~~
- ~~1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot.~~
 - ~~2. No person shall drink or ingest any intoxicating liquor in or on any public place.~~
 - ~~3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.~~

4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

~~G. *Live Entertainment On Premises Prohibited.* No person licensed for the sale of intoxicating liquor by the drink for consumption on the premises shall permit or allow any live entertainment on the premises. The playing and singing of music solely shall not be considered entertainment under this Section.~~

~~H. *Window Displays.* Licensees shall not place or permit the placing of any object on or within the windows of premises covered by licenses which shall impede or obstruct vision from the exterior into the interior. This prohibition shall include illuminated signs, floral decorations, posters, placards, paintings or writings and all other similar devices or designs. In case venetian blinds are used in windows, slats shall be removed entirely across the blind so as to make a visible space beginning at four (4) feet from the sidewalk, and extending six (6) feet above the sidewalk, if the venetian blinds are kept closed. If the venetian blinds are kept open, it shall not be necessary to remove slats provided the slats at all times shall be adjusted horizontally so that the flat surfaces of the slats are parallel with the floor of the licensed premises. If curtains are used, they must be drawn apart so as to permit a clear view into the interior of the premises.~~

~~I. *Notice To Police By Retail Licensee Of Certain Conditions.* Each retail licensee under this Chapter or an employee of the licensee shall notify the Police Department of all conditions which would make the licensed premises not be an orderly place or house that they are unable to immediately cause to cease, and shall also notify immediately the Police Department of the occurrence of any assault or any other act of violence upon their premises.~~

[Ord. No. 09-40 §1, 11-23-2009]



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-17 An Ordinance of the City Council Authorizing the City Administrator to Execute a Cost Share Economic Development Agreement with the Missouri Highways and Transportation Commission for the Expansion of a Portion of Route MM (Brookline Boulevard) Between the Interstate-44 Interchange and the Route 360 (James River Freeway) Interchange.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: April 5, 2022

Issue Statement

An ordinance of the City Council of the City of Republic Missouri authorizing a cost share agreement with the Missouri Highway Commission for the expansion of MM Highway from Interstate 44 to James River Freeway.

Discussion and/or Analysis

The City applied for and was awarded a cost share allocation of \$6 million dollars from the State of Missouri to widen MM Highway from Interstate 44 to James River Freeway. This will include intersection improvement in that section, as well as widening to five lanes. The City's portion of the Cost Share is \$4.2M for a project total of \$10.2M. The City was also approved for an MTFC loan to cover the local portion, that loan will be presented to the council in a separate agreement. The purpose of the loan is to cover project expenditures as the City's STBG-Urban allocation through OTO is also pledged to this project and allocated over several years. The Greene County Highway Department also pledged \$1.5M toward these roadway improvements. The project will take approximately through 2025 to design and build. As the outside funds are allocated and the MTFC loan is reimbursed throughout the project, the actual cost to the local Street Fund is anticipated to be approximately \$300,000

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COST SHARE ECONOMIC DEVELOPMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE EXPANSION OF A PORTION OF ROUTE MM (BROOKLINE BOULEVARD) BETWEEN THE INTERSTATE-44 INTERCHANGE AND THE ROUTE 360 (JAMES RIVER FREEWAY) INTERCHANGE

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 applied for and received a cost share allocation from the State of Missouri of approximately \$6 million dollars for the purpose of implementing transportation improvements to Route MM (Brookline Boulevard) by widening the portion of that roadway beginning at the Interstate-44 Interchange and extending to the Route 360 (James River Freeway) Interchange; and

WHEREAS, the City desires to utilize the cost share allocation from the State of Missouri, along with MTFC loan proceeds for which it has been approved, to aid in the construction of the aforementioned transportation improvements to Route MM; and

WHEREAS, the Missouri Highways and Transportation Commission has presented an Economic Development Agreement (“Agreement”), setting forth the terms and conditions for the participation of each entity participating in the cost share allocation for the aforementioned transportation improvements; and

WHEREAS, the Agreement is deemed acceptable by the City Council.

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

Section 1: The City Administrator or his/her designee, on behalf of the City, is authorized to enter into the Agreement attached to this Ordinance as Exhibit 1, or an agreement in substantially the same form as Exhibit 1.

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

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

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

CCO Form: FS09
 Approved: 03/04 (BDG)
 Revised: 12/17 (MWH)
 Modified: 02/22 (MWH)

Route MM, Greene County
 MoDOT Project No. 8S0836B
 City of Republic
 2021-11-66806

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 ECONOMIC DEVELOPMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 23, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for economic development subject to the terms and conditions of this Agreement.

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project 8S0836B.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route MM (Brookline Boulevard) from the Interstate 44 interchange to the Route 360 (James River Freeway) interchange in Republic, Missouri.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preliminary engineering, including preparation of environmental documentation for Commission review, right-of-way acquisition, utility relocations and construction engineering and inspection for the herein improvements. The plans shall be prepared in accordance with and conform to Commission requirements. The Commission will provide engineering oversight of preliminary engineering, right-of-way acquisition and construction. The Commission will also let and administer the project.

(9) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(10) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(11) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal, and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(12) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Entity of any required goals for participation by DBEs to be included in the Entity's proposal for the work to be performed. The Entity shall submit for Commission approval a DBE goal or plan. The Entity shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) UTILITY RELOCATION:

(A) The Entity shall cooperate with the Commission to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the Entity is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the Entity will pay its obligated portion of the cost.

(B) The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such entity-owned utilities, poles, wires, conduits, and pipes are located within the present Entity's city limits and located on an existing Entity city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. The Cost Share eligibility of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any Entity-owned utility facilities outside the present Entity's city limits on public right-of-way or on state highway right-of-way within or outside the Entity's city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its sole cost and shall not count toward the Entity's share of the

transportation project costs per the terms of this Agreement.

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

(15) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project costs, currently estimated at ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427), includes preliminary engineering, preliminary engineering review, right of way acquisition and incidentals, right of way review, construction, utilities, construction engineering and construction engineering review. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for thirty-eight and one-half percent (38.5%) of the total project cost. The current estimate of the Entity's responsibilities is three million, eight hundred seventy-three thousand, four hundred twenty-seven dollars (\$3,873,427). Of this amount, the Entity may seek reimbursement for up to a maximum of two million, two hundred ninety-six thousand dollars (\$2,296,000) in federal Surface Transportation Block Grant - Urban (STBG-Urban) program funds distributed by the Ozarks Transportation Organization.

(C) In addition, The Entity shall provide thirty-nine and two tenths percent (39.2%) of the actual cost incurred by providing the services of preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The total cost of the above-referenced services is currently estimated to be one million, two hundred thirty-seven thousand, three hundred fifty-seven dollars (\$1,237,357). The Entity may seek reimbursement for up to eighty percent (80%) of the Entity's share of utility relocation costs with STBG-Urban program funds, currently estimated to be four hundred ninety-one thousand, eight hundred twelve dollars (\$491,812).

(D) The remainder of the Entity's financial responsibilities under this Agreement shall be contributed to the project's construction contract. In partial fulfillment of the Entity's financial responsibilities, the Entity agrees the Commission may program any remaining STBG-Urban program funds not used for utility relocations, referenced above, and currently estimated to be one million, eight hundred four thousand, one

hundred eighty-eight dollars (\$1,804,188), and up to the maximum combined programming and reimbursement of STBG-Urban program funds in the amount of two million, two hundred ninety-six thousand dollars (\$2,296,000) as referenced above in paragraph (15)(B). The Entity shall pay for construction costs in cash in an amount currently estimated to be five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527). In addition, the Entity shall pay for construction cost, by remitting a check in the amount of five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527) no later than five (5) days prior to the Commission's advertisement of the project for bids. The check shall be made payable to the *Missouri Highways and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(E) The Commission will pay for a maximum of sixty-one- and one-half percent (61.5%) of the total project cost, not to exceed six million, one hundred seventy-five thousand dollars (\$6,175,000). Of this amount, the Commission will provide six million dollars (\$6,000,000) from the Commission's Cost Share Program for Economic Development, with two million (\$2,000,000) available in each State Fiscal Year 2022, 2023, and 2024, and preliminary engineering review, right of way review and construction engineering review services by Commission personnel estimated to total one hundred seventy-five thousand dollars (\$175,000).

(F) The Entity shall be responsible for the balance of the project in excess of ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427). The Commission and the Entity will share cost savings according to their pro rata share.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(16) COMMISSION REIMBURSEMENT OF ENTITY EXPENSES: The Commission will reimburse the Entity for sixty and eight tenths percent (60.8%) of its costs incurred for preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The Entity may request progress payments be made for the herein improvements as work progresses but not more than monthly. Progress payments must be at least every 90 days. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs. The Commission will seek federal reimbursement for these costs, and the Entity shall follow all requirements for the use of federal funds in the Commission's *Local Public Agency Manual*.

(17) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Entity has not paid the vendor prior to receiving reimbursement, the Entity must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(18) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

(21) CLOSE AND VACATE: The Entity shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(22) LIGHTING

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

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the Entity on the improvement without approval of the Commission.

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

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

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

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

(27) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the

roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

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

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

(30) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(31) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(32) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(33) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

Commission to: Missouri Department of Transportation
 Attn: Steve Campbell, District Engineer
 3025 E. Kearney Street
 Springfield, MO 65803
 Email: steven.campbell@modot.mo.gov

Entity to: City of Republic
 Attn: Andrew Nelson, BUILDS Administrator
 204 North Main Avenue
 Republic, MO 65738
 Email: ANelson@republicmo.com

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

(35) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(36) INDEMNIFICATION:

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

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

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

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

(C) In no event shall the language of this Agreement constitute or be

construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(37) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Entity shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(38) ACCESS TO RECORDS: The Entity and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Entity receives reimbursement of their final invoice from the Commission.

(39) CONFLICT OF INTEREST: The Entity shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(40) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving

Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page

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

Executed by the on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

EXHIBIT "B"
PROJECT ESTIMATE AND FUNDING

"Exhibit B"

Project Name: North Route MM Improvements
MoDOT Job Number: 8S0836B
Description: Roadway improvements on Route MM (Brookline Ave.) from I-44 to Route 360 (James River Freeway) in Republic.

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction and Non-Contractuals	Construction Engineering
MoDOT Oversight		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 685,692	\$ 685,692
Right-of-way	\$ 1,136,278	\$ 1,136,278
Right-of-way Incidentals	\$ 260,000	\$ 260,000
Utilities	\$ 614,765	\$ 614,765
Construction w/ Contingency	\$ 6,719,384	\$ 6,719,384
MoDOT Oversight	\$ 175,000	\$ 175,000
Construction Engineering	\$ 457,308	\$ 457,308
Total	\$ 10,048,427	\$ 10,048,427

Project Responsibilities

Preliminary Engineering	City
ROW Acquisition	City
Letting	MoDOT
Inspection	City

Financial Responsibilities

City of Republic - Local	\$ 1,577,427	Total Local Share
City of Republic - STBG-Urban	\$ 2,296,000	\$ 3,873,427
	\$ -	38.5%
MoDOT SW in-kind	\$ 175,000	Total MoDOT Share
MoDOT Cost Share/Eco Dev	\$ 6,000,000	\$ 6,175,000
	\$ -	61.5%

How are overruns and underruns handled?

Entity, City of Republic to pay all costs over \$10,048,427. Underruns will be shared per pro rata share: City 38.5% and MoDOT 61.5%

EXHIBIT "C"
FHWA FORM 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-18 An Ordinance of the City Council Approving the Final Plat of The Lakes at Shuyler Ridge Phase 3 Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: April 05, 2022

Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for The Lakes at Shuyler Ridge Phase 3 Final Plat on February 25, 2022.

Discussion and/or Analysis

The Final Plat of The Lakes at Shuyler Ridge Phase 3 will legally divide approximately nineteen point eight (19.8) acres of land into sixty-two (62) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (3260) linear feet of street and (3520) linear feet of sidewalk.

The Final Plat of The Lakes at Shuyler Ridge Phase 3 conforms to the Preliminary Plat (PDD Development Plan) approved by Greene County on January 18, 2005.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Preliminary Plat (PDD Development Plan), in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

Recommended Action

Staff recommends approval of The Lakes at Shuyler Ridge Phase 3 Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
THE LAKES AT SHUYLER RIDGE PHASE 3 SUBDIVISION**

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

WHEREAS, the Lakes at Shuyler Ridge was approved as a Plot Assignment District in Greene County on January 5, 2005 and included the approval of a preliminary plat (PDD Development Plan) that generally conformed to the City’s requirements for preliminary platting; and

WHEREAS, the City annexed the entirety of the Plot Assignment District known as the Lakes at Shuyler Ridge on August 25, 2014.

WHEREAS, the BUILDS Department received an application for review and approval of the Final Plat of the Lakes at Shuyler Ridge Phase 3 Subdivision on February 25, 2022; and

WHEREAS, the BUILDS Department staff has reviewed the Final Plat of the Subdivision Phase 3 and determined that it substantially conforms to the requirements of the Preliminary Plat (PDD Development Plan) approved by Greene County on January 18, 2005, in addition to the requirements of Republic City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

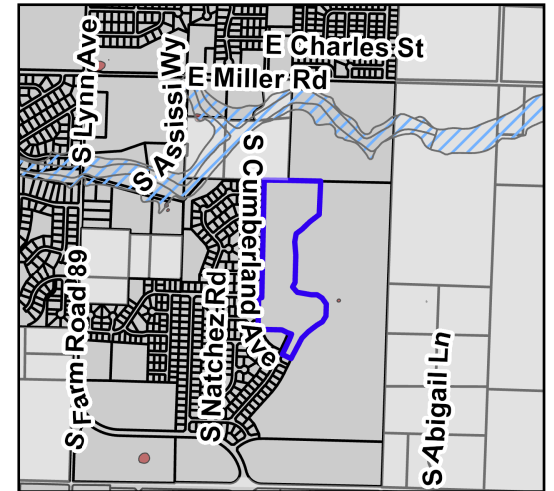
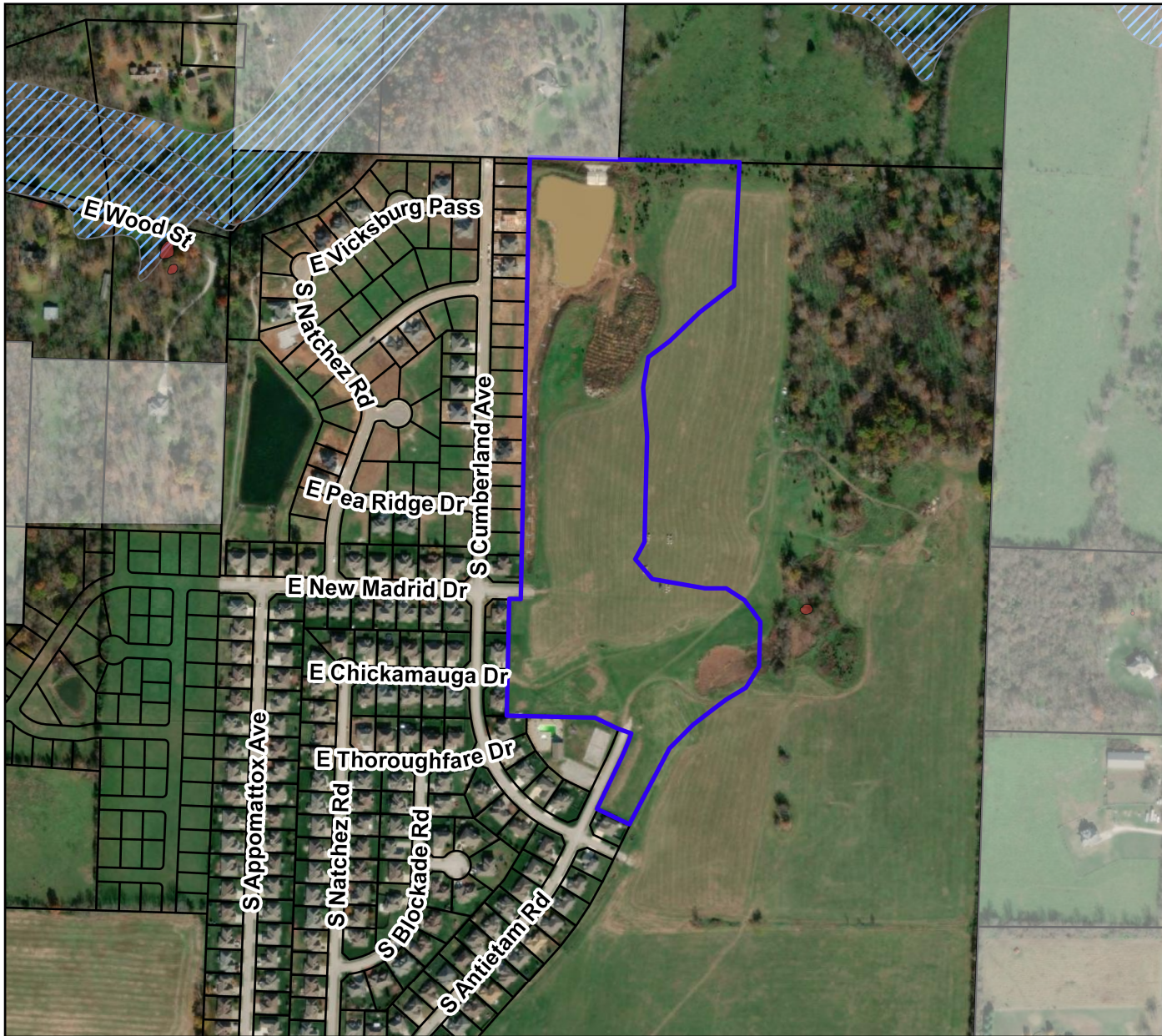
Megan McCullough, City Attorney

Final Passage and Vote:





SUBD-FNL 22-002: The Lakes at Shuyler Ridge Ph 3

Item 12.

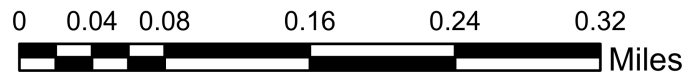
Vicinity Map



Legend

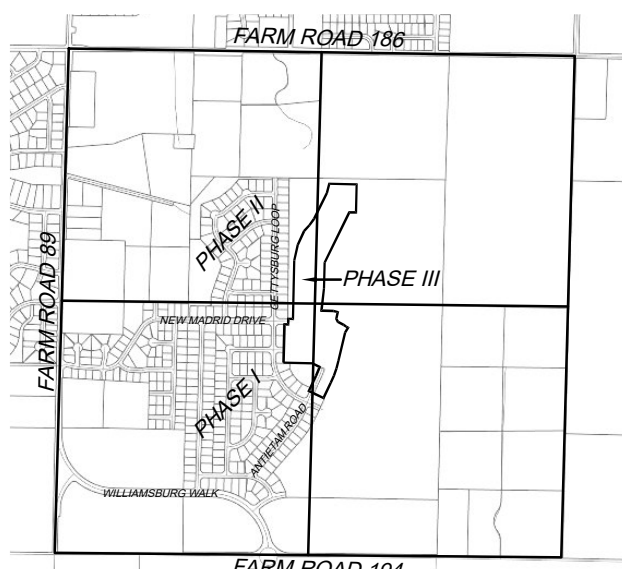
-  Parcels
-  Sinkhole
-  Floodplain
-  The Lakes at Shuyler Ridge Ph 3

Parcel Owner: Shuyler Ridge LLC
 Area: 19.8 Acres
 Number of Lots: 62



SCALE: 1"=80'
0' 80' 160'

GRID NORTH
BASED ON THE MDOOT
RTK USERS NETWORK



VICINITY MAP
SCALE: 1"=2000'

SECTION 28,
TOWNSHIP 28 NORTH,
RANGE 23 WEST

SYMBOL INDEX
● EXISTING 5/8" IRON PIN "L.S. 3140" (EXCEPT AS NOTED)
□ SET 5/8" IRON PIN WITH ALUM. CAP "WLS 2003000370"

GENERAL NOTES

- 1. TOTAL AREA - ±19.8 ACRES
2. TOTAL NUMBER OF LOTS - 62
3. ZONING: PAD #1560 (DEVELOPMENT PLAN APPROVED BY GREENE COUNTY: JANUARY 18, 2005)
4. SMALLEST LOT: LOT 45 (±8733.0 sf)
5. LARGEST LOT: LOT 22 (±143391.0 sf)
6. BUILDING SETBACK LINES
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 6 FEET
SIDE YARD ON CORNER LOT = 15 FEET (LOCAL ST.)
SIDE YARD ON CORNER LOT = 20 FEET (LOCAL TO COLLECTOR)
SIDE YARD ON CORNER LOT = 25 FEET (ALL OTHER INTERSECTIONS)
7. SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET
8. HORIZONTAL & VERTICAL DATUM FOR THIS PROJECT IS BASED ON THE PUBLIC GEOGRAPHIC REFERENCE SYSTEM, MONUMENT GR-86
9. THIS PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 290770427E, EFFECTIVE DATE 12/7/2010
10. MAINTENANCE OF ANY COMMON GROUND AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION
11. RECORD SOURCE OF TITLE: BOOK 2013, PAGE 026251-13
12. CLASS OF PROPERTY: URBAN
13. PERMANENT MONUMENT LOT CORNERS ARE A 5/8" REBAR, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "WLS LSC 2003000370". ALL OTHER LOT CORNERS ARE A 1/2" REBAR, 18" IN LENGTH WITH A PLASTIC CAP STAMPED "WLS LSC 370"
14. ALL LOT CORNERS SHALL BE SET WITHIN 1-YEAR AFTER THE DATE OF RECORDING OF THIS PLAT
15. UNLESS SHOWN OTHERWISE, THERE IS A 15' UTILITY EASEMENT ALONG THE FRONT AND A 10' UTILITY EASEMENT ALONG THE REAR OF EACH LOT
16. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION RECORDED AT THE GREENE COUNTY RECORDERS OFFICE
17. THERE ARE ±3260 LF OF SIDEWALKS ADDED TO THIS PHASE
18. THERE ARE ±3520 LF OF SIDEWALKS ADDED TO THIS PHASE
19. DATE OF APPROVAL FOR DEVELOPMENT PLAN: APPROVED BY GREENE COUNTY ON JANUARY 18, 2005

FINAL PLAT
THE LAKES AT SHUYLER RIDGE -
PHASE III

CITY OF REPUBLIC, GREENE COUNTY, MISSOURI
SECTION 28, TOWNSHIP 28 N, RANGE 23 WEST

OWNER / DEVELOPER
SHUYLER RIDGE, LLC
3159 W. REPUBLIC ROAD
SPRINGFIELD, MO 65807

IN THE RECORDER'S OFFICE
RECORDED IN THE RECORDS IN THIS OFFICE IN BOOK _____ PAGE _____
TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SPRINGFIELD, MISSOURI, THIS _____ DAY OF _____ 20____

RECORDER OF DEEDS
DATE

THE LAKES AT SHUYLER RIDGE - PHASE II

THE LAKES AT SHUYLER RIDGE - FUTURE PHASE

OWNER(S) DEDICATION

AS OWNER(S) I/WE, OWNER(S) NAME HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I/WE HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, MISSOURI. I/WE CERTIFY THAT THERE ARE NO SAITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

SUBDIVIDER

STATE OF MISSOURI)
COUNTY OF _____)SS

ON THIS _____ DAY OF _____ 20____ BEFORE ME PERSONALLY APPEARED _____ DO HEREBY CERTIFY THAT HE/SHE IS THE REGISTERED AGENT OF SHUYLER RIDGE, LLC, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME ON BEHALF OF SHUYLER RIDGE, 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: _____ NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____ CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF THE LAKES AT SHUYLER RIDGE - PHASE III WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. _____ ON THE _____ DAY OF _____ 20____.

SIGNATURE DATE

APPROVAL BY THE CITY COUNCIL

CITY CLERK

CERTIFICATE OF TAXES PAID

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

PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

THAT I, MICHAEL WHITE, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREBY DESCRIBED PREPARED BY WHITE LAND SURVEYING, LLC, DATED DECEMBER 2021, AND SIGNED BY MICHAEL WHITE P.L.S. NO. 2488 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF MICHAEL WHITE P.L.S. NO. 2488 IN ACCORDANCE WITH THE DIVISION OF GEOLOGY AND LAND SURVEY, MISSOURI DEPARTMENT OF NATURAL RESOURCES' CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: MARCH 02, 2022

SIGNATURE: [Signature]

MISSOURI PROFESSIONAL LAND SURVEYOR NO.: 2488

Table with columns: CURVE NUMBER, RADIUS, ARC DISTANCE, CENTRAL ANGLE, CHORD BEARING, CHORD DISTANCE. Lists curve data for the entire plat.

Table with columns: LINE, BEARING, DISTANCE. Lists line data for the plat boundaries.

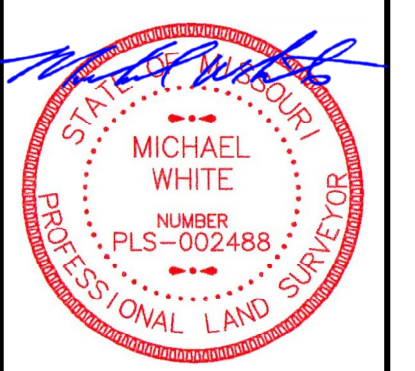
WHITE LAND SURVEYING, LLC logo and contact information: 222 OLD TOWN RD., BILLINGS, MISSOURI, PHONE: 417.732.0005, email: info@whitelandsurvey.com, www.whitelandsurvey.com

SURVEY DATE: 12/2021
DWG DATE: 03.02.2022
DRAWN BY: MW
S/T/R: 28/28/23
PROJECT No.: 2022-031

PREPARED FOR
SHUYLER RIDGE, LLC
PROJECT LOCATION: THE LAKES AT SHUYLER RIDGE
REPUBLIC, GREENE COUNTY, MISSOURI

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

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



03/02/2022



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-19 An Ordinance of the City Council Approving the Final Plat of the Olde Savannah Phase 3A Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: April 05, 2022

Issue Statement

The City of Republic's BUILDS Department received an Application for Olde Savannah Phase 3A Final Plat on February 28, 2022.

Discussion and/or Analysis

The Final Plat of Olde Savannah Phase 3A will legally divide approximately five point nine-four (5.94) acres of land into eighteen (18) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (1,234) linear feet of street and (1,213) linear feet of sidewalk.

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

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

Recommended Action

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

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

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

WHEREAS, the preliminary plat of the Olde Savannah Phase 3A Subdivision (herein called “Phase 3A Subdivision”) was approved by the City Council on July 20, 2021 in Resolution 21-R-31; and

WHEREAS, the BUILDS Department received an application for review and approval of the Final Plat of the Phase 3A Subdivision on February 28, 2022; and

WHEREAS, the BUILDS Department has reviewed the Final Plat of the Subdivision Phase 3A and determined that it substantially conforms to the requirements of the Preliminary Plat, in addition to the requirements of Republic City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

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

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

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Megan E. McCullough

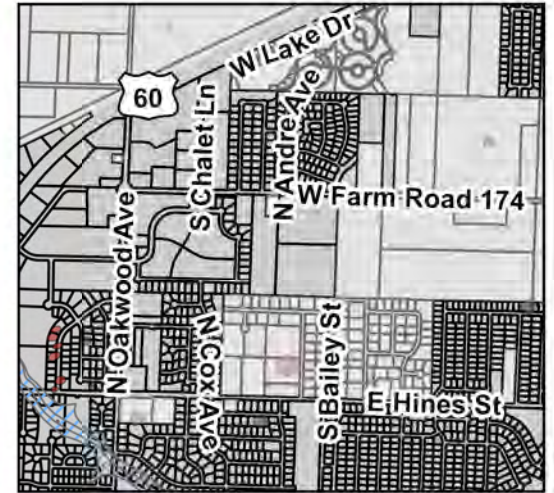
Megan McCullough, City Attorney

Final Passage and Vote:





SUBD-FNL 22-001: Olde Savannah Phase 3A

Item 13.

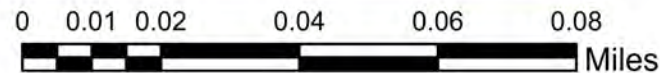
Vicinity Map



Legend

-  Olde Savannah Phase 3A
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Olde Savannah LLC
Area: 5.94 Acres
Number of Lots: 18



LEGEND

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

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

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

GENERAL NOTES:

- TOTAL AREA: 258,772 SQ FT = 5.94 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 18
- SMALLEST LOT: LOT 67 (7,500 SQ.FT.)
- LARGEST LOT: LOT 57 (8,456 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: JULY 20, 2021
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 22248-21
- BUILDING SETBACKS
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF HABERSHAM ST, THE NORTH SIDE OF ABERCORN ST, AND THE WEST SIDE OF HOUSTON AVE.
- DRAINAGE EASEMENTS ON LOTS 61 AND 62, LOTS 63 AND 64, ARE CENTERED ON THE LOT LINE
- D.E. IS DRAINAGE EASEMENT ON LOT 56
- ALL COMMON AREAS & DRAINAGE AND DETENTION AREAS MUST BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.

OWNER'S DEDICATION:

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

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI)
COUNTY OF GREENE)

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

NOTARY PUBLIC: _____

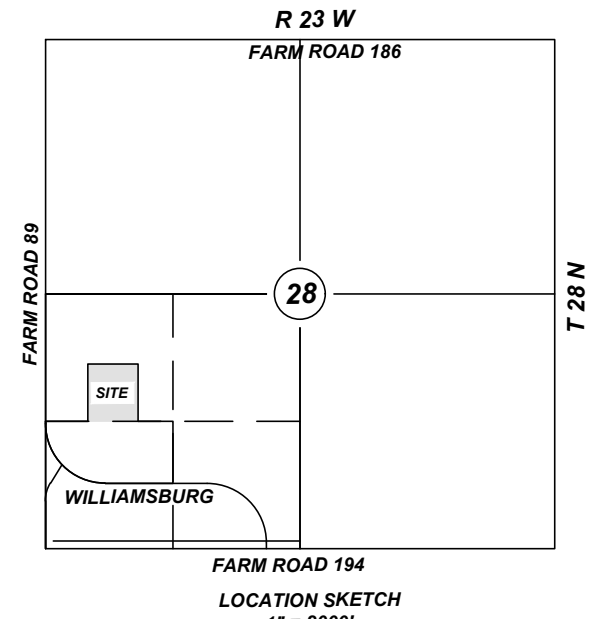
MY COMMISSION EXPIRES: _____

PROPERTY DESCRIPTION

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°46'21" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 430.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°06'27" EAST A DISTANCE OF 501.23 FEET; THENCE SOUTH 86°46'11" EAST A DISTANCE OF 514.64 FEET; THENCE SOUTH 01°07'29" WEST A DISTANCE OF 483.19 FEET; THENCE SOUTH 81°30'59" WEST A DISTANCE OF 84.31 FEET; THENCE NORTH 86°46'11" WEST A DISTANCE OF 390.03 FEET; THENCE NORTH 88°05'48" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 258,772 SQUARE FEET OR 5.94 ACRES

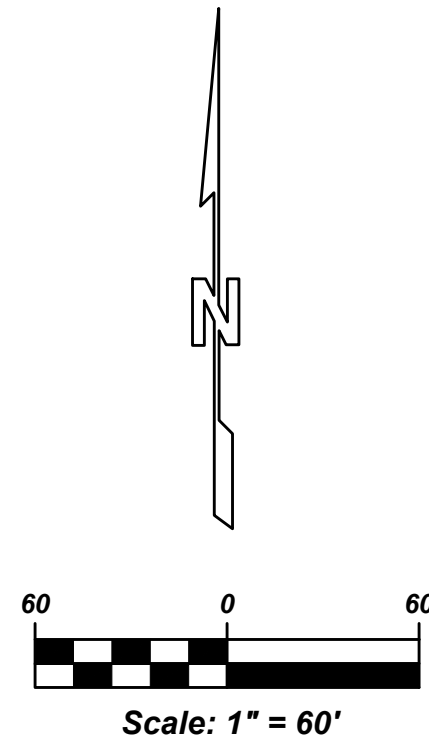


OLDE SAVANNAH PHASE 1A

OLDE SAVANNAH PHASE 1B

OLDE SAVANNAH PHASE 2

STEVEN MCELHANY ETAL
BOOK 2779 PAGE 996



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CHAD ZONE
ELEVATIONS BASED ON
MISSOURI GEOGRAPHIC REFERENCE SYSTEM
STATION: GR-86
N: 142155.214 METERS
E: 416163.687 METERS
367.1 METERS

POINT OF BEGINNING

S88° 46' 21" E 430.11'

N88° 05' 48" W 50.00'

N86° 46' 11" W 390.03'

S81° 30' 59" W 84.31'

SURVEYOR'S DECLARATION:

I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY CJW, DATED APRIL 20, 2022 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS, AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC, MISSOURI.

DATE PREPARED: FEBRUARY 10, 2022

SIGNATURE: _____ MO PLS NO. 002555

DATE: _____

STORM WATER MINIMUM FINISHED FLOOR CHART

LOT	MIN. FF
53	1286.00
54	1286.00
59	1286.00
60	1286.00
61	1286.00
62	1286.00

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	100.16	400.00	14.35	N86° 03' 25" E	99.90
C2	32.05	150.00	12.24	S85° 00' 14" W	31.99
C3	23.27	15.00	88.88	N42° 19' 52" W	21.00
C4	23.86	15.00	91.12	S47° 40' 08" W	21.42
C5	23.27	15.00	88.88	S42° 19' 52" E	21.00
C6	23.86	15.00	91.12	S47° 40' 08" W	21.42

POINT OF COMMENCING
SW CORNER SW1/4
SEC. 28, TWP. 28N, RNG. 23W

N02° 06' 33" E 1328.67'

CERTIFICATE OF TAXES PAID:

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

881728300245
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

APPROVAL BY THE CITY COUNCIL:

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

CITY CLERK

DATE

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

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

CITY PLANNER -

DATE

FINAL PLAT OF OLDE SAVANNAH PHASE 3A

SW1/4 SEC. 28, TWP. 28N, RNG. 23W
CITY OF REPUBLIC, GREENE CO., MISSOURI

No.: _____ Revision: _____ Date: _____

Prepared by:
CJW
CJW Transportation Consultants, L.L.C.
5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com

SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=60'	SHEET 1
DATE 03-07-2022	DRAWN CJW	HOR. 1"=60'	OF 1 SHEETS
DWG 21051 PH 3A F.P.	CHECKED CJW	VERT. N/A	FILE NO. 21051



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-20 An Ordinance of the City Council Calling an Election on the Question of Renewing a City Sales Tax for Local Parks to Fund Parks & Recreation General Operations; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.

Submitted By: Jared Keeling, Parks & Recreation Director/Assistant City Administrator

Date: April 5, 2022

Issue Statement

Consideration of an Ordinance calling for a vote regarding the renewal of an existing sales tax for local parks funding Parks & Recreation general operations.

Discussion and/or Analysis

In 1990, the citizens of Republic voted to impose a one-quarter cent local parks sales tax to assist in funding general park operations with a 14-year sunset. In 2002, the citizens of Republic voted in favor of extending the imposition of this one-quarter cent local parks sales tax for an additional 20 years. The tax is set to expire in March 2024.

The one-quarter cent local parks sales tax has, and continues to, assist the Parks & Recreation Department in funding general park operations including personnel, park beautification and maintenance, facility upkeep and maintenance, operating expenditures, and special events and programming. The current one-quarter cent local parks sales tax is estimated to generate \$918,550.00 in 2022, covering 27.27% of operating expenditures for the Parks & Recreation Department.

We are requesting approval to place the renewal of the one-quarter cent local parks sales tax on the August 2, 2022, ballot with a 25-year sunset.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL CALLING AN ELECTION ON THE QUESTION OF RENEWING A CITY SALES TAX FOR LOCAL PARKS TO FUND PARKS & RECREATION GENERAL OPERATIONS; DESIGNATING THE TIME FOR HOLDING SAID ELECTION; AND AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE COUNTY CLERKS OF SAID 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 City is authorized under the provisions of the Missouri Constitution and Sections 94.500 through 94.550 RSMo., the City Sales Tax Act, to impose a general city sales tax as long as it does not result in a combined rate of sales taxes adopted under Section 94.510 in excess of two percent (2%); and

WHEREAS, in 1981, the citizens of Republic approved a one percent (1%) city sales tax (“Original Sales Tax”), which shall remain in full effect regardless of the provisions of this Ordinance, including the outcome of the vote contemplated herein; and

WHEREAS, in 1990, the citizens of Republic voted to impose a one-quarter cent (\$0.25) local parks sales tax (“the Local Parks Sales Tax”) to assist in funding general park operations, including but not limited to hiring and retaining personnel, park beautification and maintenance, facility upkeep and facility maintenance, operating expenditures, and special events and programming, with a 14-year sunset.

WHEREAS, in 2002, the citizens of Republic voted in favor of extending the imposition of the Local Parks Sales Tax for an additional twenty (20) years.

WHEREAS, The Local Parks Sales Tax is set to expire in March 2024.

WHEREAS, the Local Parks Sales Tax is estimated to generate \$918,550 in the year 2022, covering 27.27% of operating expenditures for the City’s Parks & Recreation Department; and

WHEREAS, the City is requesting approval to place the renewal of the Local Parks Sales Tax on the August 2, 2022 ballot, with a 25-year sunset.

WHEREAS, a proposed sales tax cannot become effective unless approved by a majority of qualified voters as defined by Republic Code and other applicable law, at a municipal election; and

WHEREAS, the City Council has determined it is necessary to place the renewal of the Local Parks Sales Tax on the August 2, 2022 ballot to provide the funding for the continued improvements, maintenance and upkeep of the City’s parks and park facilities.

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

Section 1: An election is hereby ordered to be held in the City of Republic, Missouri, pursuant to Section 94.510, RSMo., on August 2, 2022, by and amongst the voters of the City of Republic. The following questions shall be posed at said election, in substantially and materially the following form:

QUESTION

SHALL THE CITY OF REPUBLIC, MISSOURI, EXTEND AN EXISTING SALES TAX OF ONE-QUARTER OF ONE PERCENT (1/4 OF 1%) FOR THE PURPOSE OF PROVIDING FUNDING FOR LOCAL PARKS, SUCH TAX TO TERMINATE AUTOMATICALLY 25 YEARS AFTER THE IMPOSITION THEREOF?

THE CURRENT ONE-QUARTER CENT LOCAL PARKS SALES TAX IS SCHEDULED TO EXPIRE ON MARCH 31, 2024. THE CITY INTENDS TO USE THIS SALES TAX TO CONTINUE TO FUND GENERAL PARK OPERATIONS, MAINTENANCE, PERSONNEL, PROGRAMMING, AND SPECIAL EVENTS.

[] YES

[] NO

INSTRUCTIONS TO VOTERS: If you are in favor of extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for local parks, place an "X" in the box to the immediate left of "YES". If you are opposed to extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for local parks, place an "X" in the box to the immediate left of "NO".

The authorization of said sales tax will authorize the levy and collection of a sales tax in addition to the other taxes provided for by law, on all retail sales made in such City which are subject to taxation under the provisions of Section 144.010 to 144.510, inclusive, of the Revised Statutes of Missouri, 1994, as amended.

- Section 2:** The City Clerk is hereby authorized and directed to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and/or Chapter 94 of the Revised Statutes of Missouri, whichever governs.
- Section 3:** That the form and notice of said election and ballot to be in substantially the same form as the copy attached hereto and labeled "Exhibit A".
- Section 4:** The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Greene County, Missouri and the County Clerk of Christian County, Missouri, no later than 5:00 p.m. on May 24, 2022.
- Section 5:** If the proposed Local Parks Sales Tax is approved by a majority of the votes cast by the qualified voters voting thereon, the City Clerk shall, within ten (10) days, forward to the Director of Revenue of the State of Missouri by United States registered or certified mail, a certified copy of this Ordinance with a map clearly showing the boundaries of the City and the Local Parks Sales Tax shall become effective no later than the first day of the second calendar quarter after the Department of Revenue receives notification of the same, and shall be levied, collected and distributed in the manner provided by the applicable provisions of the City Sales Tax Act.

Section 6: If the proposed Local Parks Sales Tax is not approved by a majority of the votes cast by the qualified voters voting thereon, this Ordinance shall have no further effect, and the one-quarter of one percent (0.25%) sales tax proposed herein shall not be effective, however, the failure of this proposition to receive the requisite majority vote shall have no effect on the Original Sales Tax. Nothing herein is intended to be nor shall be deemed as an abolition of the Original Sales Tax or any other tax levied by the City.

Section 7: The Greene County Clerk and Christian County Clerk are hereby authorized to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and designate the polling places for the qualified voters of the City.

Section 8: The whereas clauses are hereby specifically incorporated herein by reference.

Section 9: 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 10: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote:

NOTICE OF ELECTION**REPUBLIC, MISSOURI**

Notice is hereby given to the qualified voters of the City of Republic, Missouri, that pursuant to an ordinance duly adopted, the City Council of the city of Republic, Missouri, has called an election to be held in the City on August 2, 2022, commencing at 6:00 o'clock a.m. and closing at 7:00 p.m., for the purpose of submitting to the qualified voters of the City the question contained in the following sample ballot:

**OFFICIAL BALLOT
SALES TAX ELECTION
REPUBLIC, MISSOURI**

AUGUST 2, 2022

QUESTION

SHALL THE CITY OF REPUBLIC, MISSOURI, EXTEND AN EXISTING SALES TAX OF ONE-QUARTER OF ONE PERCENT (1/4 OF 1%) FOR THE PURPOSE OF PROVIDING FUNDING FOR LOCAL PARKS, SUCH TAX TO TERMINATE AUTOMATICALLY 25 YEARS AFTER THE IMPOSITION THEREOF?

THE CURRENT ONE-QUARTER CENT LOCAL PARKS SALES TAX IS SCHEDULED TO EXPIRE ON MARCH 31, 2024. THE CITY INTENDS TO USE THIS SALES TAX TO CONTINUE TO FUND GENERAL PARK OPERATIONS, MAINTENANCE, PERSONNEL, PROGRAMMING, AND SPECIAL EVENTS.

[] YES

[] NO

INSTRUCTIONS TO VOTERS: If you are in favor of extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for local parks, place an "X" in the box to the immediate left of "YES". If you are opposed to extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for local parks, place an "X" in the box to the immediate left of "NO".

The authorization of said sales tax will authorize the levy and collection of a sales tax in addition to the other taxes provided for by law, on all retail sales made in such City which are subject to taxation under the provisions of Section 144.010 to 144.510, inclusive, of the Revised Statutes of Missouri, 1994, as amended.

The election will be held at the following polling places in the City:

To be determined by the County Clerk of the respective jurisdiction.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-21 An Ordinance of the City Council Calling an Election on the Question of Renewing a City Sales Tax to Fund Parks & Recreation Capital Improvement Projects; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.

Submitted By: Jared Keeling, Parks & Recreation Director/Assistant City Administrator

Date: April 5, 2022

Issue Statement

Consideration of an Ordinance calling for a vote regarding the renewal of an existing sales tax funding Parks & Recreation capital improvement projects.

Discussion and/or Analysis

In 2003, the citizens of Republic voted to impose a one-quarter cent parks capital improvements sales tax to assist in funding Parks & Recreation capital improvement projects with a 20-year sunset. The tax is set to expire in September 2024.

The one-quarter cent parks capital improvement sales tax provided the Parks & Recreation Department a funding source to construct and open the Republic Aquatic Center in 2005. Additional funding generated by the tax allowed for construction of The Amp @ J.R. Martin Park and Republic Veterans Memorial. Funding also allowed for the purchase and development of Brookline Park and Owen Park and various updates and amenities within existing parks.

If placed on the ballot and ultimately renewed, the one-quarter cent parks capital improvements sales tax would assist in funding additional capital improvement projects including, but not limited to, expansion of the Republic Aquatic Center, development of a large community park featuring a regional sports complex, and the development of a farmers market/community event space at J.R. Martin Park.

We are requesting approval to place the renewal of the one-quarter cent local parks capital improvements sales tax on the August 2, 2022, ballot with a 25-year sunset.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL CALLING AN ELECTION ON THE QUESTION OF RENEWING A CITY SALES TAX TO FUND PARKS & RECREATION CAPITAL IMPROVEMENT PROJECTS; DESIGNATING THE TIME FOR HOLDING SAID ELECTION; AND AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE COUNTY CLERKS OF SAID 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 City is authorized under the provisions of the Missouri Constitution and Sections 94.500 through 94.550 RSMo., the City Sales Tax Act, to impose a general city sales tax as long as it does not result in a combined rate of sales taxes adopted under Section 94.510 in excess of two percent (2%); and

WHEREAS, in 1981, the citizens of Republic approved a one percent (1%) city sales tax (“Original Sales Tax”), which shall remain in full effect regardless of the provisions of this Ordinance, including the outcome of the vote contemplated herein; and

WHEREAS, in 2003, the citizens of Republic voted to impose a one-quarter cent (\$.25) capital improvements sales tax (“the Parks CIP Sales Tax”) to provide funding to the City’s Parks and Recreation Department for the construction of the Republic Aquatic Center in 2005. Additional funding generated by the Parks CIP Sales Tax allowed for construction of The Amp @ J.R. Martin Park, Republic Veterans Memorial and the purchase and development of Brookline Park, Owen Park and various other updates and amenities within existing parks.

WHEREAS, the Parks CIP Sales Tax is set to expire in September 2024; and

WHEREAS, the Parks and Recreation Department desires to renew the Parks CIP Sales Tax in order to assist in funding additional capital improvement projects including, but not limited to, expansion of the Republic Aquatic Center, development of a large community park featuring a regional sports complex, and the development of a farmers market/community event space at J.R. Martin Park.

WHEREAS, the City is requesting approval to place the renewal of the Parks CIP Sales Tax on the August 2, 2022 ballot, with a 25-year sunset.

WHEREAS, a proposed sales tax cannot become effective unless approved by a majority of qualified voters as defined by Republic Code and other applicable law, at a municipal election; and

WHEREAS, the City Council has determined it is necessary to place the renewal of the Parks CIP Sales Tax on the August 2, 2022 ballot to provide the funding for the expansion of the Republic Aquatic Center, a community park featuring a regional sports complex and development of a farmers market and community event space at J.R. Martin Park in Republic.

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

Section 1: An election is hereby ordered to be held in the City of Republic, Missouri, pursuant to Section 94.510, RSMo., on August 2, 2022, by and amongst the voters

of the City of Republic. The following questions shall be posed at said election, in substantially and materially the following form:

QUESTION

SHALL THE CITY OF REPUBLIC, MISSOURI, EXTEND AN EXISTING SALES TAX OF ONE-QUARTER OF ONE PERCENT (1/4 OF 1%) FOR THE PURPOSE OF PROVIDING FUNDING FOR PARKS SYSTEM CAPITAL IMPROVEMENT PROJECTS, SUCH TAX TO TERMINATE AUTOMATICALLY 25 YEARS AFTER THE IMPOSITION THEREOF?

THE CURRENT ONE-QUARTER CENT PARKS SYSTEM CAPITAL IMPROVEMENTS SALES TAX IS SCHEDULED TO EXPIRE ON SEPTEMBER 30, 2024. THE CITY INTENDS TO USE THIS SALES TAX TO FUND CAPITAL IMPROVEMENT PROJECTS INCLUDING, BUT NOT LIMITED TO, EXPANSION OF THE REPUBLIC AQUATIC CENTER, DEVELOPMENT OF A LARGE COMMUNITY PARK FEATURING A REGIONAL SPORTS COMPLEX, AND THE DEVELOPMENT OF A FARMERS MARKET/COMMUNITY EVENT SPACE AT J.R. MARTIN PARK.

[] YES

[] NO

INSTRUCTIONS TO VOTERS: If you are in favor of extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for parks system capital improvement projects, place an "X" in the box to the immediate left of "YES". If you are opposed to extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for parks system capital improvement projects, place an "X" in the box to the immediate left of "NO".

The authorization of said sales tax will authorize the levy and collection of a sales tax in addition to the other taxes provided for by law, on all retail sales made in such City which are subject to taxation under the provisions of Section 144.010 to 144.510, inclusive, of the Revised Statutes of Missouri, 1994, as amended.

Section 2: The City Clerk is hereby authorized and directed to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and/or Chapter 94 of the Revised Statutes of Missouri, whichever governs.

Section 3: That the form and notice of said election and ballot to be in substantially the same form as the copy attached hereto and labeled "Exhibit A".

Section 4: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Greene County, Missouri and the County Clerk of Christian County, Missouri, no later than 5:00 p.m. on May 24, 2022.

Section 5: If the proposed Parks CIP Sales Tax is approved by a majority of the votes cast by the qualified voters voting thereon, the City Clerk shall, within ten (10) days, forward to the Director of Revenue of the State of Missouri by United States registered or certified mail, a certified copy of this Ordinance with a map clearly showing the boundaries of the City and the Parks CIP Sales Tax shall become effective no later than the first day of the second calendar quarter after the

Department of Revenue receives notification of the same, and shall be levied, collected and distributed in the manner provided by the applicable provisions of the City Sales Tax Act.

Section 6: If the proposed Parks CIP Sales Tax is not approved by a majority of the votes cast by the qualified voters voting thereon, this Ordinance shall have no further effect, and the one-quarter of one percent (0.25%) sales tax proposed herein shall not be effective, however, the failure of this proposition to receive the requisite majority vote shall have no effect on the Original Sales Tax. Nothing herein is intended to be nor shall be deemed as an abolition of the Original Sales Tax or any other tax levied by the City.

Section 7: The Greene County Clerk and Christian County Clerk are hereby authorized to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and designate the polling places for the qualified voters of the City.

Section 8: The whereas clauses are hereby specifically incorporated herein by reference.

Section 9: 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 10: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote:

NOTICE OF ELECTION**REPUBLIC, MISSOURI**

Notice is hereby given to the qualified voters of the City of Republic, Missouri, that pursuant to an ordinance duly adopted, the City Council of the city of Republic, Missouri, has called an election to be held in the City on August 2, 2022, commencing at 6:00 o'clock a.m. and closing at 7:00 p.m., for the purpose of submitting to the qualified voters of the City the question contained in the following sample ballot:

**OFFICIAL BALLOT
SALES TAX ELECTION
REPUBLIC, MISSOURI**

AUGUST 2, 2022

QUESTION

SHALL THE CITY OF REPUBLIC, MISSOURI, EXTEND AN EXISTING SALES TAX OF ONE-QUARTER OF ONE PERCENT (1/4 OF 1%) FOR THE PURPOSE OF PROVIDING FUNDING FOR PARKS SYSTEM CAPITAL IMPROVEMENT PROJECTS, SUCH TAX TO TERMINATE AUTOMATICALLY 25 YEARS AFTER THE IMPOSITION THEREOF?

THE CURRENT ONE-QUARTER CENT PARKS SYSTEM CAPITAL IMPROVEMENTS SALES TAX IS SCHEDULED TO EXPIRE ON SEPTEMBER 30, 2024. THE CITY INTENDS TO USE THIS SALES TAX TO FUND CAPITAL IMPROVEMENT PROJECTS INCLUDING, BUT NOT LIMITED TO, EXPANSION OF THE REPUBLIC AQUATIC CENTER, DEVELOPMENT OF A LARGE COMMUNITY PARK FEATURING A REGIONAL SPORTS COMPLEX, AND THE DEVELOPMENT OF A FARMERS MARKET/COMMUNITY EVENT SPACE AT J.R. MARTIN PARK.

YES

NO

INSTRUCTIONS TO VOTERS: If you are in favor of extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for parks system capital improvement projects, place an "X" in the box to the immediate left of "YES". If you are opposed to extending the current sales tax of one-quarter of one percent (1/4 of 1%) for the purpose of providing funding for parks system capital improvement projects, place an "X" in the box to the immediate left of "NO".

The authorization of said sales tax will authorize the levy and collection of a sales tax in addition to the other taxes provided for by law, on all retail sales made in such City which are subject to taxation under the provisions of Section 144.010 to 144.510, inclusive, of the Revised Statutes of Missouri, 1994, as amended.

The election will be held at the following polling places in the City:

To be determined by the County Clerk of the respective jurisdiction.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-22 An Ordinance of the City Council Authorizing the City Administrator to Execute a Participation Agreement with City Utilities and Various Other Surrounding Communities as part of a Regional Broadband Initiative Dedicated to Extending Broadband High-Speed Internet Services to Republic and Surrounding Areas.

Submitted By: David Cameron, City Administrator

Date: April 5, 2022

Issue Statement

To enter into a participation agreement with City Utilities of Springfield (“CU”) and various local municipalities and counties for installing a Regional Broadband Initiative Board (“RBI Board”) to facilitate the required broadband feasibility analysis and other necessary steps toward potential installation of high-speed broadband internet to Republic and the surrounding regional area.

Discussion and/or Analysis

City Utilities of Springfield has initiated a Regional Broadband Partnership with Republic and other local counties and municipalities to explore the opportunity to provide broadband high-speed internet options for the region. The following cities and counties have been identified to participate in the initiative:

1. Christian County
2. Nixa
3. Ozark
4. Republic
5. Strafford
6. Willard
7. Greene County

The Council previously authorized the City Administrator to enter into a cost share agreement with the participants for City Utilities to facilitate the identification and potential retention of a qualified broadband consultant to perform the study. Republic’s projected shared cost for that agreement is \$1,521.77, as identified and authorized in Resolution 22-R-17. That was the first step in the process of working toward bringing the high-speed internet services to the area.

This Ordinance seeks authorization for the City to proceed with the next step in the process, which involves the creation and installation of the RBI Board, which, with the assistance and guidance of CU, will identify and retain a qualified consultant to conduct the Feasibility Study, and in the event the Feasibility Study finds that expanding broadband into Republic and the surrounding areas is feasible under such



conditions as are acceptable to the Participants, will then manage and direct all such expansions. The RBI Board is necessary as it is the proper means through which the Participants will be able to collaborate their efforts and otherwise receive the bargained for value from the RBI Board.

By its terms, this Agreement can be terminated at a participant's election if at any time it determines it does not have the costs to proceed with the initiative. For Republic, if the City's financial obligation under this Agreement were to exceed \$60,000, the City Administrator intends to terminate Republic's participation in the Agreement (which is expressly permitted without penalty).

This expense will be included in the upcoming budget amendment for 2022.

Recommended Action

Staff recommends approval of this agreement.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PARTICIPATION AGREEMENT WITH CITY UTILITIES OF SPRINGFIELD AND VARIOUS OTHER SURROUNDING COMMUNITIES AS PART OF A REGIONAL BROADBAND INITIATIVE DEDICATED TO EXTENDING BROADBAND HIGH-SPEED INTERNET SERVICES TO REPUBLIC AND SURROUNDING AREAS

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

WHEREAS, the City has identified a group of surrounding municipalities and counties who share a mutual interest with the City in bringing high-speed broadband internet to their respective citizens, including Christian County, Nixa, Ozark, Strafford, Willard and Greene County (in addition to Republic) (herein, “the Participants”); and

WHEREAS, in Resolution No. 22-R-17, the City Council authorized the City Administrator to execute a cost share agreement with the Participants for identifying a qualified broadband consultant to conduct the broadband feasibility study required to install the broadband utilities (“the Feasibility Study”), in exchange for a flat fee of \$20,000 to be divided amongst the Participants in a pro rata allocation based on pre-determined household/population figures (Republic’s share being approximately \$1,521.77); and

WHEREAS, City Utilities of Springfield (“CU”) has proposed a Regional Broadband Initiative Participation Agreement (herein, “Agreement”), pursuant to which the Participants would combine their mutual interests and efforts through a Regional Broadband Initiative Board (“RBI Board”) created to identify and retain a qualified consultant to conduct the Feasibility Study, and in the event the Feasibility Study finds that expanding broadband into Republic and the surrounding areas is feasible under such conditions as are acceptable to the Participants, to then manage and direct all such expansions; and

WHEREAS, the RBI Board is the necessary and proper means through which the Participants may collaborate their interests and efforts and otherwise receive the bargained for value from the RBI Board; and

WHEREAS, the City Council finds it is in the best interest of the City to authorize the City Administrator to enter into the Agreement, as it will minimize cost to the City while maximizing potential benefit to the City in providing various high-speed internet options to the citizens.

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

- Section 1.** The City Administrator or his designee(s), on behalf of the City, is authorized to enter into the Regional Broadband Initiative Participation Agreement, to be in substantially and materially the same form as that attached hereto as **Exhibit 1**.
- Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take the necessary steps to execute the Regional Broadband Initiative Participation Agreement.

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

Section 4: The whereas clauses are hereby specifically incorporated herein by reference.

Section 5: This Ordinance will become effective on and after the date of passage and approval as provided by law.

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

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____ 2022 (the “Effective Date”), by and between the parties defined below (collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the Parties have determined that there is an opportunity to improve the local community’s health, safety, and welfare by combining efforts, funds, and opportunities to improve access to broadband high-speed internet throughout the region served by the Parties.

WHEREAS, the Parties desire to continue these combined efforts through a Regional Broadband Initiative Board (“RBI Board”) and enter into this Agreement to provide for the terms and conditions necessary for the Parties to each participate in, and receive value from, the RBI Board.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Parties to the Agreement. The following entities are parties to this Agreement (in alphabetical order).

1.1 Christian County Missouri, by and through the Commissions of Christian County Missouri (“Christian County”).

1.2 City of Nixa, Missouri (“Nixa”).

1.3 City of Ozark, Missouri (“Ozark”).

1.4 City of Republic, Missouri (“Republic”).

1.5 City of Strafford, Missouri (“Strafford”).

1.6 City of Willard, Missouri (“Willard”).

1.7 Greene County Missouri, by and through the Commissioners of Greene County, Missouri (“Greene County”).

2. Purpose. The purpose of this Agreement is:

2.1 For the Parties to explore the possibility of jointly conducting, and cost sharing broadband feasibility analysis (“Analysis”) for extension of broadband services to citizens within the municipal limits of Nixa, Ozark, Republic, Strafford, Willard, and unincorporated areas as determined by Greene County and Christian County.

2.2 For the Parties to create the RBI Board which shall facilitate the Analysis by, among other things, selecting a Consultant for the Analysis; and in the event the Analysis finds expanding broadband into these areas is feasible under such conditions as are acceptable to the Parties, to then manage and direct such expansions.

3. Term of the Agreement.

3.1 The initial term (“Initial Term”) of this Agreement shall begin as of the Effective Date of this Agreement and shall terminate on March 31, 2026.

3.2 Upon termination of the Initial Term, the Agreement shall automatically continue thereafter on a year-to-year basis until terminated. Any party may choose to withdraw by giving at least one (1) year advance written notice to all other Parties of their intent to terminate the Agreement.

3.3 Termination for Cause. The RBI Board, as described below, may remove any party upon the party’s failure to pay any cost assessment approved by the RBI Board.

4. RBI Board. The RBI Board will consist of seven members. Each Member will appoint one (1) designated primary member to the RBI Board. In addition to the appointment of a designated primary member, each of the Members shall appoint an authorized designated alternative representative who shall be authorized to act in the absence of the designated primary member.

4.1 Each member shall have one (1) vote on the RBI Board.

4.2 A quorum shall consist of half the Members plus one (1).

4.3 Decisions of the RBI Board require at least four (4) affirmative votes of the Members, regardless of the size the quorum present at the time of the vote, except those decisions to expend funds will require five (5) affirmative votes regardless of the size of the quorum present at the time of the vote.

4.4 The Members shall select one of the Members to serve as chairperson, and one to serve as vice-chairperson (who shall serve in the absence of the elected chairperson), each for a term of one (1) year. The chairperson and vice-chairperson shall rotate among the Members. The chairperson and the vice-chairperson shall have the same voting rights as the other Members but shall have no other special voting rights additional to or different from the other Members.

4.5 The RBI Board’s responsibilities and authority shall include:

4.5.0 Establishing bylaws and administrative guidelines for the RBI Board, but limited to the scope of purpose and authority provided in this Agreement.

4.5.1 Selecting a consultant to perform the analysis.

4.5.2 Developing and approving the Analysis.

4.5.3 Determining appropriate actions in response to the results of the Analysis.

4.5.4 Scheduling and participating in meetings no less than four (4) times per year.

5. Consultant Selection.

5.1 The RBI Board will review qualified consultants to perform the Analysis which will be provided by City Utilities of Springfield, Missouri, pursuant to separate contract .

5.2 Should, after review of the consultants, the RBI Board approve proceeding with the Study, the RBI Board will select a consultant to assist it with the project and take appropriate action thereafter..

6. Cost Allocation.

6.1 For the work performed by the Consultant, and for the cost of the analysis, each of the Parties will pay a pro rata percentage identified in Exhibit A.

6.2 Termination:

6.2.0 Any Party may terminate their participation in this Board, and the fiber expansion project within thirty days of a cost analysis submitted to it by the Consultant (or any subsequent amendment to the cost analysis, if it feels, in its sole discretion, the cost exceeds its available funds for the project.

6.2.1 Non-Appropriation. In the event no funds are appropriated for this agreement, any member who is a public entity pursuant to Missouri Law, will have the right in any given fiscal year to terminate this contract without penalties of any sort. Notice of non-appropriate must be given to all other parties within fifteen (15) days of the failure to appropriate said funds. Said termination shall be effective on the first day of the member's fiscal year following notice of failure to appropriate.

6.2.2 Any such Party terminating participation will be responsible for all costs incurred prior to their termination.

6.3 In the event a Party to this Agreement terminates its participation pursuant to the terms of this Agreement permitting such termination, the amounts in Exhibit A will be recalculated to reflect each remaining Party's pro-rata share. The parties understand that if a party terminates their participation, it is expected that the total cost of the project will be reduced, as the estimated cost of the project is consists of, at least in large part, a per household analysis basis.

7. Force Majeure. In case any of the Parties to this Agreement should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said party by this Agreement by reason of Force Majeure, then in such case or cases, the Parties shall be relieved of performance under this Agreement except for the obligation to pay for services already received under this Agreement, and shall not be liable to any other party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the party suffering such delay or prevention shall use due or practicable diligence, to remove the cause or causes thereof; and provide, further, that neither party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term "Force Majeure" shall be any cause not reasonably within the control of the party claiming Force Majeure, not attributable to such party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource use in connection with the generation of electricity, riots fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action, order of any civil or military authority explosion, act of God or the public enemies, sabotage, or orders or permits, or the absence of the necessary order or permits, of any kind which have been properly and timely applied for from the government of the United States of America, or any political subdivision thereof.

8. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with Missouri law. Venue shall be proper in accordance with Missouri law.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.

10. Modification. No modification of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the Parties.

11. Notices. All written notices under this Agreement shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below:

Christian County:
Attn: Christian County
Commission
100 W. Church # 304
Ozark, MO 65721

City of Nixa:
Attn: City Administrator
715 W. Mt Vernon Street
Nixa, Mo 65714

City of Ozark:
Attn: City Administrator
205 N/ 1st Street
Ozark, Mo 65721

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

City of Strafford:
Attn: City Administrator
126 Washington St
Strafford, Missouri 65757

City of Willard:
City of Willard
Attn: City Clerk,
224 West Jackson Street,
Willard Missouri, 65781

Greene County:
Attn: Greene County,
Commission
1443 N. Robertson Ave.
Springfield, Missouri 65802

12. Authority. Each party represents that it has the necessary corporate, legal, and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created.

13. Public Body. The Parties recognize that the RBI Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the RBI Board shall be provided to Greene County and the Greene County shall be appointed custodian of records shall be the custodian of records for the Board.

**REMAINDER OF PAGE INTENTIONALLY
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SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

Christian County

By: _____

Name: _____

Title: _____

Christian County

By: _____

Name: _____

Title: _____

Christian County

By: _____

Name: _____

Title: _____

Christian County Auditor

By: _____

Name: _____

**Approved as to Form (Christian County)
Christian County Counselor**

By: _____

Name: _____

City of Nixa

By: _____

Name: _____

Title: _____

Approved as to Form (City of Nixa)

By: _____

Name: _____

City of Ozark

By: _____

Name: _____

Title: _____

Approved as to Form (Ozark)

By: _____

Name: _____

City of Republic

By: _____

Name: _____

Title: _____

Approved as to Form (City of Republic)

By: _____

Name: _____

City of Strafford

By: _____

Name: _____

Title: _____

Approved as to Form (City of Strafford)

By: _____

Name: _____

City of Willard

By: _____

Name: _____

Title: _____

Approved as to Form (City of Willard)

By: _____

Name: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Greene County Auditor

By: _____

Name: _____

**Approved as to Form
Greene County Counselor**

By: _____

Name: _____

EXHIBIT A
Cost share

For costs incurred by the RBI Pursuant to section 6.3 above, Each Party shall have the costs share of all costs:

- Christian County will also be responsible for paying the shares of the following cities: Fremont Hills, Sparta, Saddlebrook, Highlandville, Clever and Billings; and
- Greene County will also be responsible for paying the shares of the following cities: Walnut Gove, Ash Grove, Fair Grove, Rogersville and Battlefield.

County	Address (Count)	% of total
Greene County	41,717	42.42%
Christian County	16,972	17.26%

Municipalities	Address (Count)	% of total
Willard	2,174	2.21%
Walnut Grove	379	0.39%
Ash Grove	717	0.73%
Fair Grove	820	0.83%
Rogersville	48	0.05%
Strafford	1,119	1.14%
Republic**	7,482	7.61%
Battlefield*	2,437	2.48%
Fremont Hills	458	0.47%
Nixa	10,441	10.62%
Sparta	908	0.92%
Saddlebrooke	160	0.16%
Ozark	10,218	10.39%
Highlandville	484	0.49%
Clever	1,210	1.23%
Billings	589	0.60%
Total:	98,333	100.00%

* A part of Battlefield is already served by City Utilities for broadband services

** A small part of Republic is in Christian County



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-23 An Ordinance of the City Council Authorizing the City Administrator to Enter into a Direct Loan Agreement and Promissory Note with Missouri Transportation Finance Corporation for \$4.2 Million in Funds to be Used Toward the Highway MM Expansion.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: March 22, 2022

Issue Statement

An ordinance to execute the MTFC Loan Application for \$4.2 million to be used directly toward the widening of Highway MM between James River Freeway and Interstate 44.

Discussion and/or Analysis

In correlation with the cost share allocation recently granted to the City by the Missouri Department of Transportation, the City also applied for the MTFC Loan and was granted the loan in the amount of \$4.2 million. These funds are to be used directly toward the widening of Highway MM between James River Freeway and Interstate 44, including intersection improvements at James River Freeway and Highway MM. Payments will be made beginning in April 2023 with an interest rate of 1.4% and will be paid off in April 2032. The overall cost to the local Street Fund is still anticipated to be approximately \$300,000.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DIRECT LOAN AGREEMENT AND PROMISSORY NOTE WITH MISSOURI TRANSPORTATION FINANCE CORPORATION FOR \$4.2 MILLION IN FUNDS TO BE USED TOWARD THE HIGHWAY MM EXPANSION

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 previously applied for and received a cost share allocation from the Missouri Department of Transportation (“MoDOT”) for approximately \$6 million dollars to be used toward the expansion of Highway MM between the Interstate-44 Interchange and the Route 360 (James River Freeway) Interchange;

WHEREAS in correlation with the MoDot cost share allocation and corresponding Cost Share Economic Development Agreement between the City and MoDot, the City was approved for a Missouri Transportation Finance Corporation (“MTFC”) Loan in the amount of \$4.2 million dollars to be used directly toward the City’s share of the costs for the Highway MM expansion (which includes improvements to the intersection of Highway MM and James River Freeway); and

WHEREAS, MTFC has proposed a Missouri Transportation Finance Corporation Direct Loan Agreement and Promissory Note (“Agreement”) for the City to execute in exchange for the loan proceeds, pursuant to which the City will be required to repay the principal amount plus accrued interest at 1.4% per annum, in yearly installments beginning on April 15, 2023 and ending on April 15, 2032; and

WHEREAS, the MTFC Loan does not impact the anticipated overall cost of the improvements to the City’s local street fund, which remains approximately \$300,000; and

WHEREAS, the expansion and realignment of Highway MM is expected to benefit citizens and guests of the City by enhancing safety, providing alternative modes of transportation, and adding capacity to a rural route that is rapidly becoming a regional economic hub; and

WHEREAS, the City Council finds that participating in loan opportunities such as the MTFC Loan will result in beneficial savings to the City while also increasing safety and security for the City’s citizens and guests.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into the Agreement attached to this Ordinance as Exhibit 1, or an agreement in substantially the same form as Exhibit 1.
- Section 2:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

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

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: FS03
Approved: 06/10 (AR)
Revised: 03/17 (MWH)
Modified: 03/22 (MWH)

Job Number J8S0836B
City of Republic

**MISSOURI TRANSPORTATION FINANCE CORPORATION
DIRECT LOAN AGREEMENT AND PROMISSORY NOTE**

TABLE OF CONTENTS

(1) Purpose and use of loan proceeds 1

(2) Representations by the entity 1

(3) Loan Amount 2

(4) Accounting Practices 2

(5) Construction Schedules, Inspections and Bonds 3

(6) Lack of Construction Progress..... 3

(7) Entity Payment of the Loan..... 3

(8) Entity’s Obligation to Appropriate and Budget Required Entity Payments 5

(9) Entity’s Security for Direct Loan 6

(10) Tax Covenants 6

(11) Event of Default 8

(12) Remedies on Default 9

(13) Rights and Remedies Cumulative 10

(14) Waiver of Breach 10

(15) Severability 10

(16) Amendments 10

(17) Labor Protection 10

(18) Nondiscrimination Assurance 10

(19) Section 504 Assurances and the Americans with Disabilities Act of 1990..... 11

(20) Disadvantaged Business Enterprise 11

(21) Interest of Members of or Delegates to Congress..... 11

(22) Buy America 12

(23) Restriction on Lobbying 12

(24) Commission Representative 12

(25) MTFC Representative 12

(26) Entity Representative 12

(27) Notices 12

(28) No Adverse Inference 13

(29) Voluntary Nature of Agreement 13

(30) Assignment 13

(31) Law of Missouri to Govern 13

(32) Federal Highway Administration Guidelines 13

(33) Venue 13

(34) Confidentiality 13

(35) Performance Date Not Business Day 14

(36) Section Headings 14
(37) Execution in Counterparts 14
(38) Components of Agreement..... 14
(39) Authority to Execute 14

THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Republic (hereafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program* and the Cost Share Committee approved the Entity's application on September 23, 2021; and

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the Cost Share Program. Subsequently, the Entity and the Commission entered into a Missouri Highways and Transportation Commission Cost Share Agreement ("Cost Share Agreement") to provide for the terms and conditions of the approval of the Entity's participation in the *Cost Share Program*, outlining the parties' respective obligations towards the Commission's Project to widen Route MM to four lanes plus a center turn lane from Route 360 (James River Freeway) to Interstate 44 (hereinafter, referred to as "Project"); and

WHEREAS, the MTFC is willing to provide the Entity with the Direct Loan, which would be used by the Entity and the Commission for the purpose stated herein; and

WHEREAS, the Entity agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and also agrees to provide security for the loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the Entity and for the Entity and Commission's repayment of the Direct Loan to the MTFC. The Entity and the Commission's use of the Direct Loan shall be specifically for the widening of Route MM to four lanes plus a center turn lane from Route 360 (James River Freeway) to Interstate 44 and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the Entity and/or Commission, the Entity and/or Commission agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the Entity and/or Commission towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE ENTITY: The Entity makes the following representations as the basis for the undertakings contained in this Agreement:

(A) Entity Structure: The Entity is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The Entity has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Entity has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The Entity has taken all necessary action to approve this Agreement. No further action or approvals by the Entity are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the Entity Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Entity will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Entity is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Entity or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Entity under the terms of any instrument or agreement to which the Entity is a party.

(E) Conflict of Interest Prohibited: No official or employee of the Entity has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the Entity with a Direct Loan in the amount of four million two hundred thousand dollars (\$ 4,200,000). The MTFC's Direct Loan will be provided to the **Entity** in the following manner: four (4) loan disbursements with the first loan disbursement in April 2022. The first disbursement of \$685,692 will be provided to the **Entity** on or after April 15, 2022, (the "Closing Date"). The second disbursement of \$2,007,533 will be provided to the **Entity** on January 15, 2023. The third disbursement and fourth disbursements will be made on or after April 1, 2024. The third disbursement of \$457,308 will be provided to the **Entity** for construction inspection. The fourth disbursement of \$1,049,467 will be provided to the Commission's Local Fund on behalf of the Entity for the construction contract.

(4) ACCOUNTING PRACTICES:

(A) Separate Accounting and Financial Summary Required: Loan

proceeds disbursed to the Entity pursuant to this Agreement must be kept separate from any of the Entity's other assets. The Entity must develop and maintain a financial summary of the total funds expended from the proceeds of the loan at all times throughout the life of the project, and at specific times as requested by the MTFC. This information must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(B) Record Retention and Reporting: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CONSTRUCTION SCHEDULES, INSPECTIONS AND BONDS:

(A) Schedule Updates: At all times during the construction of the Project, the Entity shall provide to the MTFC any updates of the schedule of Project construction progress, outlining all actions to be taken by the Entity and timeframes corresponding to the completion of certain milestones in the Project construction progress, if revision are made to any of the items contained in the schedule.

(B) Inspections: The MTFC's agents are authorized to inspect the work on the Project to monitor the construction progress and ensure the Project construction has progressed according to the most recent Project construction progress schedule provided to the MTFC by the Entity and to verify the validity of the work reported as complete as such completion of construction work is related to reported/documented expenditures of the funds available to the Entity from the loan proceeds under this Agreement.

(6) LACK OF CONSTRUCTION PROGRESS: In the event that the MTFC notes any lack of progress in the construction of the Project which significantly endangers substantial performance of the Project within the specified Project completion time outlined in the Project construction progress schedule, as determined in the sole discretion of the MTFC, the MTFC shall notify the Entity in writing of such noted lack of construction progress. Failure of the Entity to take proper actions, as such actions may be provided for in the written notice to the Entity from the MTFC, within the time frame set forth in said written lack of construction progress notice, shall constitute an Event of Default, upon the occurrence of which the MTFC and the Commission shall have the right to pursue any remedial action on Entity's default available to it under this Agreement.

(7) ENTITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the Entity hereby promises to

pay to the order of the MTFC the principal sum of four million two hundred thousand dollars (\$4,200,000), together with interest at the rate of 1.4% on the unpaid principal balance hereof, payable beginning on April 15, 2023 and ending on April 15, 2032. Interest shall be computed based on actual days in a year. Annual payments shall be four hundred forty-six thousand three hundred eighty-nine dollars and sixty-two cents (\$446,389.62) with a final payment of four hundred forty-six thousand three hundred eighty-nine dollars and fifty-five cents (\$446,389.55).

(B) **Payment Schedule:** The term "Entity Payments" shall refer to the payments to be made by the Entity to the MTFC. The Entity shall repay the Direct Loan to the MTFC on a/n annual basis beginning in April 2023. Entity Payments will be made no later than April 15 of each year, according to the payment schedule below.

Amortization Schedule for MTFC Loan							
for the City of Republic							
Amount Borrowed:		\$4,200,000.00					
Interest Rate:		1.40%					
Dates	Beginning Balance	Drawdon	Payment	Accrued Interest	Interest Payment	Principal Payment	Ending Balance
4/15/2022	\$0.00	\$685,692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$685,692.00
1/15/2023	\$685,692.00	\$2,007,533.00	\$0.00	\$7,232.64	\$0.00	\$0.00	\$2,693,225.00
4/15/2023	\$2,693,225.00		\$446,389.62	\$9,297.16	\$16,529.80	\$429,859.82	\$2,263,365.18
4/1/2024	\$2,263,365.18	\$1,506,775.00		\$30,475.04	\$0.00	\$0.00	\$3,770,140.18
4/15/2024	\$3,770,140.18		\$446,389.62	\$2,018.98	\$32,494.02	\$413,895.60	\$3,356,244.58
4/15/2025	\$3,356,244.58		\$446,389.62	\$46,987.42	\$46,987.42	\$399,402.20	\$2,956,842.38
4/15/2026	\$2,956,842.38		\$446,389.62	\$41,395.79	\$41,395.79	\$404,993.83	\$2,551,848.55
4/15/2027	\$2,551,848.55		\$446,389.62	\$35,725.88	\$35,725.88	\$410,663.74	\$2,141,184.81
4/15/2028	\$2,141,184.81		\$446,389.62	\$29,976.59	\$29,976.59	\$416,413.03	\$1,724,771.78
4/15/2029	\$1,724,771.78		\$446,389.62	\$24,146.80	\$24,146.80	\$422,242.82	\$1,302,528.96
4/15/2030	\$1,302,528.96		\$446,389.62	\$18,235.41	\$18,235.41	\$428,154.21	\$874,374.75
4/15/2031	\$874,374.75		\$446,389.62	\$12,241.25	\$12,241.25	\$434,148.37	\$440,226.38
4/15/2032	\$440,226.38		\$446,389.55	\$6,163.17	\$6,163.17	\$440,226.38	\$0.00
		\$4,200,000.00	\$4,463,896.13	\$263,896.13	\$263,896.13	\$4,200,000.00	

(C) **Payment Method:** All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the Entity.

(D) **Interest Computation:** Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed based on actual calendar days per year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or an Entity Payment is made on a different date than those due dates outlined in Paragraph (7), (7)(B)(i) Payment Schedule above, or in the event the Entity makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (7)(F) below, the above payment schedule will be adjusted accordingly to reflect the new payment date,

the new amount of future Entity Payments and remaining new balances. The Entity shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The Entity's obligations under this Agreement to make Entity Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The Entity waives the provisions of any statute or any other law now or hereunder in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Entity therefrom. The Entity, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The Entity shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the Entity shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the Entity.

(G) Late Fee: In the event any Entity payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the Entity.

(8) ENTITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED ENTITY PAYMENTS: The Entity agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current Entity revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the Entity acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the Entity, and shall not in any way be construed to be a general obligation or debt of the Entity in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Entity, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Entity. The Entity's obligations to make payments hereunder shall be from year to year only, and shall not constitute a

mandatory payment obligation of the Entity in any ensuing fiscal year beyond the then current fiscal year.

(9) ENTITY'S SECURITY FOR DIRECT LOAN: In addition to the Entity's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraphs (7) and (8) above, the Entity agrees to:

(A) Local Revenues: Grant to the MTFC a security interest in its future revenue stream from its dedicated one-half cent transportation sales tax and one-cent general sales tax.

(B) Federal and/or State Revenue: Grant to the MTFC a security interest in applicable federal or state funds due the Entity that pass through or are administered by the Commission or Missouri Department of Transportation.

(10) TAX COVENANTS:

(A) General: The Commission understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The Commission understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The Commission agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph (10) is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the Commission or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the Commission acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest

on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or
2. derived from payments (whether or not such payments are made to the Commission) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The Commission will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The Commission will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the Commission upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the Commission shall confirm its compliance with the covenants of this Paragraph 10 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the Commission for amounts previously paid, for the Project. Accordingly, no proceeds of the Loan will be invested by the Commission prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the Commission prior to April 15, 2022. No amounts are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The Commission has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 10. The Commission acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The Commission will promptly respond to any inquiry by the IRS related to the Tax-Exempt

status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(l) Form 8038-G: The Commission will timely file Form 8038-G as required by and pursuant to the mandates of section 149(e) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(11) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of an Entity Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the Entity's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the Entity written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the Entity has commenced such cure within said 60-day period, and (ii) the Entity diligently prosecutes such cure to completion; or

(D) Bankruptcy: The Entity: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the Entity's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the Entity's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or

set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(12) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the Entity, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the Entity cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the Entity submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future Entity Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the Entity shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the Entity to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the Entity, cause applicable federal or state funds due the Entity that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the Entity's indebtedness until the default is cured.

(D) Other Funds Security: Assume the collection of all receivable streams of revenue from all other sources to which the Entity granted a secured interest to the MTFC as provided in Paragraph (9) of this Agreement.

(E) Other Actions: Take any other action at law or in equity to enforce this Agreement.

(13) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(14) WAIVER OF BREACH: No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the Entity, the MTFC may nevertheless accept from the Entity any payment or payments hereunder without in any way waiving the default or defaults of the Entity which were in existence at the time when such payment or payments were accepted by the MTFC.

(15) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the MTFC, Commission and the Entity.

(17) LABOR PROTECTION: The Entity agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(18) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Entity agrees as follows:

(A) Civil Rights Statutes: The Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Entity is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Entity shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Entity shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Entity. In all solicitations either by competitive bidding or negotiation made by the Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Entity shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Entity is in the exclusive possession of another who fails or refuses to furnish this information, the Entity shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The Entity shall include the provisions of paragraph (18) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The Entity will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Entity becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

(19) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Entity shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The Entity shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISE: The Entity agrees to comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(21) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(22) BUY AMERICA: The Entity agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(23) RESTRICTION ON LOBBYING: The Entity agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

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

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

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

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

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Entity to: City of Republic
Attn: City Administrator
213 North Main Avenue

Republic, MO 65738
Facsimile No.: (417) 732-3100

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(29) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(30) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

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

(32) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The Entity agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The Entity agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

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

(34) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be

required by statute, ordinance, or order of court, or as authorized by the MTFC. The Entity shall notify the MTFC immediately of any request for such information.

(35) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of an Entity Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

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

(37) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(38) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the Entity with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

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

Remainder of Page Intentionally Left Blank.

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

Executed by the Entity this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

Executed by the MTFC this ____ day of _____, 20__.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC, MISSOURI

By _____

Title _____

Title: _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

MISSOURI TRANSPORTATION
FINANCE CORPORATION

Ordinance: _____

Title _____

ATTEST:

Secretary to the Missouri Transportation
Finance Corporation

EXHIBIT A

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (for P.O. box if mail is not delivered to street address) Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶	18
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

EXHIBIT A (con)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____	
Paid Preparer Use Only	Print/Type preparer's name _____	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed PTIN _____
	Firm's name ▶ _____	Firm's EIN ▶ _____		
	Firm's address ▶ _____	Phone no. _____		



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-20 A Resolution of the City Council to Apply a Change Order to the Original Contract with Ross Construction Group for the new BUILDS Building.

Submitted By: Garrett Brickner, Engineering Manager

Date: April 5, 2021

Issue Statement

A resolution to apply a first change order to the original contract with Ross Construction Group for the new BUILDS building in the amount of \$189,085.

Discussion and/or Analysis

The City of Republic awarded Ross Construction Group the winning bid for the new BUILDS building via resolution on June 22, 2021. This resolution authorized the City to pay a not-to-exceed amount of \$5,506,915 toward the construction of the new BUILDS Department facility.

The BUILDS Department would like to extend the first change order to this agreement by adding \$189,085 to the original amount. This increase in cost will account for final construction documents, approved alternatives, and other necessary items. The duration of the project will remain unchanged. The new total cost of the BUILDS Building Project is \$5,696,000.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-20

A RESOLUTION OF THE CITY COUNCIL TO APPLY A CHANGE ORDER TO THE ORIGINAL CONTRACT WITH ROSS CONSTRUCTION GROUP FOR THE NEW BUILDS BUILDING

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

WHEREAS, in Resolution Number 21-R-29, the City Council voted to accept the bid submitted by Ross Construction Group for providing services to construct the new BUILDS Department facility (“Project”); and

WHEREAS, Resolution No. 21-R-29 authorized the City to pay a total amount not to exceed \$5,506,915 toward the Project; and

WHEREAS, the City executed an agreement with Ross Construction Group consistent with Resolution No. 21-R-29, which the BUILDS Department seeks to modify by way of the first change order to such agreement;

WHEREAS, this first change order adds an additional \$189,085 to the total cost of the Project, resulting in a new total Project cost of \$5,696,000;

WHEREAS, the City Council finds that this first change order is reasonable and necessary to effect successful completion of the Project.

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 extend the first change order to the agreement with Ross Construction Group by adding \$189,085 to the original total cost, making the new total cost of the BUILDS Building Project \$5,696,000; and
- Section 2. The City Administrator, and/or his 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.

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

Matt Russell, Mayor

RESOLUTION NO. 22-R-20

RESOLUTION NO. 22-R-20

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote:



Ross Construction Group
Powered by RedTeam

**FIXED PRICE CHANGE
PROPOSAL**

Item 18.

2/9/2022

Andrew Nelson
City of Republic
204 North Main Ave
Republic, MO 65738

Re: Our Change Proposal 1470001-01 for **Changes for Final Bid**

Project: Republic Builds
City of Republic, 204 North Main Ave, Republic, MO 65738

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Changes from original budget estimate to account for final construction documents, approved alternates, and Addenda 1-3

- Price: **\$ 189,085.00** *One Hundred Eighty Nine Thousand Eighty Five Dollars and Zero Cents*
- Time: The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
- Clarification(s): None.
- Expiration: This Proposal shall remain open for 30 calendar day(s).
- Attachment(s): Schedule Of Values

Please contact me at 417-429-1417 or via e-mail steve@rosscgllc.com if you have any questions or require additional information.

Regards,

Ross Construction Group
Steve Guilliams

Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Republic



Ross Construction Group
Powered by RedTeam

SCHEDULE OF VALUES

Item 18.

Project: 1470001 - 01 - Changes for Final Bid

Date: 02/09/2022

#	Description of Work	Scheduled Value (\$)
1	Adjustment for final bidding price changes and addenda	117,289.59
2	Polished Concrete Upgrade Alternate	13,167.98
3	Window Blind Alternate	17,661.93
4	Low Voltage Cabling Alternate	40,965.50
Total:		189,085.00

RESOLUTION NO. 21-R-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AWARDING THE BID FOR THE CONSTRUCTION OF THE NEW BUILDS
DEPARTMENT BUILDING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR THE SAME**

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 solicited, through a sealed request for proposals ("RFP"), proposals to construct the new BUILDS Department building ("Project"); and

WHEREAS, three vendors provided duly submitted bids for the Project; and

WHEREAS, although Ross Construction Group, LLC ("Ross") was not the lowest bidder, after scoring of the RFP by City Staff, Ross was selected as the lowest most responsible bidder for the Project; and

WHEREAS, the Council desires to accept the lowest and most responsible bid to govern the Project.

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

Section 1. The submitted bid from Ross, attached hereto as Attachment 1 and incorporated herein, is accepted for the Project at the unit prices shown thereon not to exceed \$3,747,915.00 for the base Project and \$1,759,000 for Alternative 1. Alternative 2 is not awarded.

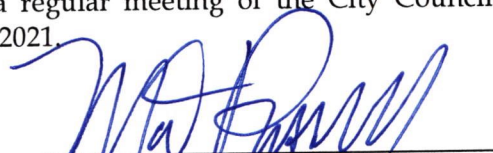
Section 2. On behalf of the City, the City Administrator or designee is authorized to enter into an agreement with Ross for the Project, said agreement to be in approved by the City Attorney.

Section 3. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

Section 4. The whereas clauses are hereby 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 22nd day of June 2021.



Matt Russell, Mayor

RESOLUTION NO. 21-R-29

Attest:

Katherine Nixon
Laura Burbridge, City Clerk *By Katherine Nixon*

Approved as to Form: *Scott Ison* Digitally signed by Scott Ison
Date: 2021.06.17 15:52:53
-05'00', Scott Ison, City Attorney

Final Passage and Vote: The vote was 6 Aye - Mitchell, Updike, Wilson, Franklin, Deichman,
and Grooms. 0 Nay. Motion Carried.





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-21 A Resolution of the City Council Supporting a Request to Various Officials, Committees, and Subcommittees for Earmarked Funds from the State of Missouri and Federal Government for the Purpose of Wastewater Improvements.

Submitted By: Andrew Nelson, BUILDS Administrator

Date: April 5, 2022

Issue Statement

A Resolution to Request Support from Various Officials, Committees, and Subcommittees for Earmarked Funds from the State of Missouri for Necessary Wastewater Improvements.

Discussion and/or Analysis

The City of Republic is requesting additional support from additional committees and officials within the State of Missouri in order to secure additional funding for necessary wastewater improvements. These additional funds would be utilized to offset direct cost to citizens of Republic while also assisting the City in regaining compliance, which is the highest priority of the City at this time.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-21

A RESOLUTION OF THE CITY COUNCIL SUPPORTING A REQUEST TO VARIOUS OFFICIALS, COMMITTEES, AND SUBCOMMITTEES FOR EARMARKED FUNDS FROM THE STATE OF MISSOURI AND FEDERAL GOVERNMENT FOR THE PURPOSE OF WASTEWATER IMPROVEMENTS

WHEREAS, the City of Republic, Missouri, (herein called the “City” and “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 previously secured approximately \$43,000,000 in bond funds and allocated approximately \$1,900,000 of the City’s American Rescue Plan Act of 2021 (“ARPA”) funds for the purpose of making various improvements to the City’s wastewater system including the design and construction of a public works building (“Wastewater Improvements”);

WHEREAS, the total cost of the Wastewater Improvements is estimated to be approximately \$150,000,000; and

WHEREAS, in order to secure additional funding for the Wastewater Improvements and to ensure compliance, the City intends to request additional support from various committees, sub-committees and officials within the State of Missouri to obtain certain earmarked funds from the State of Missouri and/or the federal government; and

WHEREAS, any and all such additional funding sources the City would obtain from these requests will be utilized to offset direct cost to the citizens of Republic, while also assisting the City with regaining and ensuring continued compliance, which is the highest priority of the City at this time.

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

- Section 1. The City Administrator, and/or designee(s), on behalf of the City, is authorized to request from various officials, committees, and subcommittees, earmarked funds from the State of Missouri for the purpose of Wastewater improvements.
- Section 2. The City Administrator, and/or his designee(s), on behalf of the City, is authorized to take the necessary steps to implement this Resolution.
- Section 3. The whereas clauses are hereby incorporated as though fully set forth at length herein.
- Section 4. This Resolution shall become effective on and after the date of passage and approval.

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

Matt Russell, Mayor

Attest:

RESOLUTION NO. 22-R-21

Laura Burbridge, City Clerk

Approved as to Form:

Megan E. McCullough

Megan McCullough, City Attorney

Final Passage and Vote: