Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

AGENDA

City Council Meeting
Community Center, 711 E. Miller Road
December 08, 2020 at 6:30 PM

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

1. Approve November 17, 2020 City Council Regular Session Minutes.
2. Approve November 17, 2020 City Council Financial Policies Workshop Minutes.
3. Approve Vendor List.

Board, Commission, and Committee Schedule

City Council Meeting	January 5, 2021
Board of Adjustment Meeting	January 7, 2021
Planning and Zoning Meeting	January 11, 2021
City Council Meeting	January 19, 2021

Old Business and Tabled Items

4. 20-52 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 145, "Financial Policy and Procedures," Regarding Financial Policies.
5. 20-53 An Ordinance of the City Council of the City of Republic, Missouri, Amending Various Sections of the Municipal Code of the City of Republic, Missouri Regarding Fees.
6. 20-54 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VII, "Utilities," Regarding Utility Billing.
7. 20-55 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.33 Acres, Located at 341 West Summit Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).
8. 20-56 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Hartman & Company for Public Stormwater Improvements to Garton Business Park.
9. 20-57 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title II, "Public Health, Safety and Welfare," Chapter 215, "Offenses," Article IV, "Offenses Concerning Weapons and Firearms," Regarding Extending the Sunset Date for Hunting in Certain Agricultural Areas in the City.

10. 20-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 40.9 Acres of Land Located at 7576 West Farm Road 186 and Adjacent Right-of-Way.

New Business (First Reading of Ordinances)

11. A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.

12. 20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.

Other Business (Resolutions)

13. 20-R-50 A Resolution of the City Council of the City of Republic, Missouri, Authorizing Task Order No. 11 with Burns and McDonnell to Evaluate the Impact of the Capital Improvement Plan on the Water Utility Financial Plan and Rates.
14. 20-R-51 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Design, Engineering, and Environmental Services Related to the Extension of the Shuyler Creek Trail and Authorizing the City Administrator to Enter into an Agreement for Said Services.

15. 20-R-52 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of One 2021 Dodge Durango.

16. 20-R-53 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Server Hardware and Licensing Upgrade.

17. 20-R-54 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company to be the Exclusive Beverage Provider to the City of Republic for all Park Related Activities and at Recreational Facilities.

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

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 tape recorded for public viewing**.

Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

MINUTES

City Council Meeting
Community Center, 711 E. Miller Rd.
November 17, 2020 at 6:30 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:30 p.m. at the Republic Community Center. Council Members present include Christopher Updike, Jim Deichman, Gerry Pool, Brandon Self, Eric Franklin, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Police Chief Brian Sells, City Attorney Scott Ison, Principal Planner Karen Haynes, Fire Chief Duane Compton, Assistant Public Works Director Garrett Brickner, Assistant City Administrator and Jared Keeling, BUILDS Director Andrew Nelson, Utility Billing Supervisor Bryan Hawk, IT Director Josh Jones, 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 Russell opened citizen participation at 6:31 p.m. Ms. Bonnie Pierce, 207 E Hines St. spoke regarding working with the City and volunteers to decorate Main St. for Christmas and have a tree lighting ceremony after the Reindeer Run next year. Mayor Russell closed citizen participation at 6:37 p.m.

Consent Agenda

Motion was made by Council Member Pool and seconded by Council Member Deichman to approve the consent agenda. The vote was 8 Aye-Deichman, Franklin, Wilson, Self, Russell, Pool, Updike, and Mitchell. 0 Nay. Motion Carried.

1. Approve November 3, 2020 City Council Meeting Minutes.
2. Approve Utility Billing Adjustments.
3. Approve Vendor List.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	December 3, 2020
Planning & Zoning Meeting	December 1, 2020
City Council Meeting	December 8, 2020
City Council Meeting	January 5, 2021

Old Business and Tabled Items

4. **20-48 An Ordinance of the City Council of the City of Republic, Missouri, approving the Annexation of approximately two point nine (2.9) acres located at 6571 West US Highway 60.**

   Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 20-48 by title only. The vote was 8 Aye-Russell, Deichman,

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Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 20-48. Council Member Deichman seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

5. **20-49 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Budget for Fiscal Year 2020.**

   Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 20-49 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks was available to answer any questions from Council. City Attorney Scott Ison discussed a proposed amendment to this bill. Council Member Russell motioned to amend Bill 20-49 by amending Section 2 to read-The total expenditures in the Stormwater Fund are increased by $110,537 to a total of $410,110. And by amending Section 3 to read-The total expenditures in the Street Fund are increased by $598,666 to a total of $2,392,190. Council Member Self seconded. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Council Member Pool motioned for the passage of Bill 20-49. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

6. **A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2021 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.**

   Mayor Russell opened the Public Hearing at 6:44 p.m. Nobody came forward so Mayor Russell closed the Public Hearing at 6:44 p.m. Debbie Parks was available to speak or answer questions.

7. **20-50 An Ordinance of the City Council of the City of Republic, Missouri, Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2021 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.**

   Motion was made by Council Member Wilson and seconded by Council Member Pool to have the second reading of Bill 20-50 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks was available to answer any questions from Council. Council Member Updike motioned for the passage of Bill 20-50. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. **20-51 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of Forest Lake Estates Subdivision.**

   Motion was made by Council Member Pool and seconded by Council Member Franklin to have the second reading of Bill 20-51 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available to answer any questions from Council. Council Member Wilson motioned for the passage of Bill 20-51. Council Member Mitchell seconded. A roll call vote was taken digitally. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

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New Business (First Reading of Ordinances)

9. **20-52 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 145, "Financial Policy and Procedures," Regarding Financial Policies.**

   Council Member Updike motioned for the first reading of Bill 20-52 by title only. Council Member Franklin seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Parks with any questions prior to the next meeting.

10. **20-53 An Ordinance of the City Council of the City of Republic, Missouri, Amending Various Sections of the Municipal Code of the City of Republic, Missouri Regarding Fees.**

    Council Member Pool motioned for the first reading of Bill 20-53 by title only. Council Member Updike seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Parks with any questions prior to the next meeting.

11. **20-54 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VII, "Utilities," Regarding Utility Billing.**

    Council Member Mitchell motioned for the first reading of Bill 20-54 by title only. Council Member Updike seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Debbie Parks provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Parks with any questions prior to the next meeting.

12. **20-55 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.33 Acres, Located at 341 West Summit Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).**

    Council Member Wilson motioned for the first reading of Bill 20-55 by title only. Council Member Franklin seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Tabor with any questions prior to the next meeting.

13. **20-56 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Hartman & Company for Public Stormwater Improvements to Garton Business Park.**

    Council Member Deichman motioned for the first reading of Bill 20-56 by title only. Council Member Franklin seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Nelson with any questions prior to the next meeting.

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14. **20-57 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title II, "Public Health, Safety and Welfare," Chapter 215, "Offenses," Article IV, "Offenses Concerning Weapons and Firearms," Regarding Extending the Sunset Date for Hunting in Certain Agricultural Areas in the City.**

    Council Member Wilson motioned for the first reading of Bill 20-57 by title only. Council Member Updike seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Scott Ison provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Mr. Ison with any questions prior to the next meeting.

15. **A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 40.9 Acres of Land Located at 7576 West Farm Road 186 and Adjacent Right-of-Way.**

    Mayor Russell opened the Public Hearing at 7:24 p.m. Nobody came forward so Mayor Russell closed the Public Hearing at 7:24 p.m.

16. **20-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 40.9 Acres of Land Located at 7576 West Farm Road 186 and Adjacent Right-of-Way.**

    Council Member Deichman motioned for the first reading of Bill 20-58 by title only. Council Member Mitchell seconded. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

Other Business (Resolutions)

17. **20-R-48 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Birch Pointe, a Residential Subdivision Consisting of Approximately 20.10 Acres Located in the 500 Block of South Kansas Avenue.**

    Motion was made by Council Member Franklin and seconded by Council Member Updike to approve Resolution 20-R-48. Karen Haynes provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

18. **20-R-49 A Resolution of the City Council of the City of Republic, Missouri, to Review, Amend, and Approve the Five-Year Capital Program.**

    Motion was made by Council Member Pool and seconded by Council Member Wilson to approve Resolution 20-R-49. Debbie Parks provided an overview of the Resolution. The vote was 8 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Finance Report

Debbie Parks presented the Finance Report.

Reports from Staff

Report from City Administrator:

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City Administrator David Cameron thanked Debbie for a job well done. Mr. Cameron shared it is a lot to cover but it impacts our community favorably.

City Administrator David Cameron clarified that on Bill 20-51, there were some revisions necessary and there are a few things still pending, but we will not issue building permits until those items are completed. Mr. Cameron apologized for the oversight when the bill was presented. Mr. Cameron shared we want to demonstrate grace to the development community and with the next meeting being December 8th, we didn't want to delay their progress.

City Administrator David Cameron thanked Drury University. Mr. Cameron shared there wasn't a lot posted on this as Mike is out and he didn't want to put a lot on Laura, but they paid off a total of $800,000 from our development agreement. Mr. Cameron shared we pulled together resources from a lot of accounts and it is a great partnership. We have done a lot of developer agreements and this one was the property sold to Amazon. There was risk for everyone involved; Drury allowing us to do the work, the City using our funds, and the crews had never done this work before. They partnered with us to make this happen. Mr. Cameron shared the negotiation was civil and we have worked back and forth to be accommodating. Mr. Cameron thanked Bill Rickets and Andrew Jones and reminded everyone that the Garton Business Park was a vision from the person who donated it to Drury. Mr. Cameron reminded everyone there were a lot of people who did a lot of work to make it happen.

City Administrator David Cameron reminded everyone that the budget is subject to change. Mr. Cameron shared a lot has happened, a lot of development is in progress, and there was a hiccup with Greene County. Mr. Cameron reminded everyone that we have all gone through software changes as Greene County is currently experiencing. Mr. Cameron clarified that the email was clear that the property tax bill is still due the same date even though it won't get to you in time. Mr. Cameron shared we may have to do an amendment for the 2020 Budget due to this.

City Administrator David Cameron shared this morning the BUILDS staff, Lisa, Jared, and Scott reviewed 4 pages of development in progress in this community. Some things may be subject to change due to the number of requests coming in and limited staffing. Mr. Cameron spoke about the Fiscal Policies and reminded everyone we cannot add positions. Mr. Cameron said we may need to bring an item to Council in the first quarter to keep up with the requests and plan reviews to respond to the development community in a fashionable time. The budget is a guide but it is also subject to change. Mr. Cameron reminded everyone we froze spending and saw a 27% increase in sales tax numbers. Mr. Cameron shared there is a lot of growth and development with more to come. Mr. Cameron shared he is looking forward to announcing those changes to be effective to the community, staff, and Council.

City Administrator David Cameron announced that since the last meeting, we can officially say the large development is Amazon. Mr. Cameron shared he has so many people to thank that worked countless hours to do the right thing at the right time for the right reason. There are so many people in the room: Jared, Karen, Andrew, Lisa, Scott, and Garrett. Mr. Cameron shared that Amazon is a great partner and it was never difficult to work with them. Mr. Cameron thanked everyone and shared we had to stretch and give up time to make that happen. Mr. Cameron reported staff did 6 day building reviews, which is crazy for that type of square footage. Mr. Cameron shared this demonstrates that we are trying to do the right thing by growing jobs. Mr. Cameron said a lot of sacrifice was made and our processes lined up and met our values. We were bold and decisive. Mr. Cameron spoke of Council approving the development agreement even though we couldn't name the company. Mr. Cameron explained there are a lot of moving parts requiring financial ability and staff to make up for the load. Mr. Cameron said we want to be respectful and honored our NDA's. Mr. Cameron assured everyone the information was not given out by staff. Mr. Cameron explained that from the beginning to the end, staff

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demonstrated why they are here. The phones will continue to ring with praise on what is being done. Mr. Cameron thanked everyone and shared he is proud of this organization and where we are going.

Report from Council:

Council Member Deichman reported he drove by the new billboard. Mr. Deichman said it was very impressive out on the highway. Mr. Deichman said he has had comments that people like it.

Council Member Franklin echoed David and said the endurance award goes to Debbie. Mr. Franklin shared he is thankful for the hard work of staff, David, leadership, and the work with Amazon. Mr. Franklin also thanked Ms. Pierce for coming to speak. Mr. Franklin wished everyone a Happy Thanksgiving.

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 Deichman and seconded by Council Member Updike at 7:55 p.m. to go into Executive Session under RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record. A roll call vote was taken. The vote was 8 Aye - Franklin, Updike, Mitchell, Russell, Self, Deichman, Wilson, and Pool. 0 Nay. Motion carried.

Motion was made by Council Member Deichman and seconded by Council Member Wilson to adjourn the Executive Session Meeting at 8:40 p.m. A roll call vote was taken. The vote was 8 Aye-Mitchell, Pool, Franklin, Updike, Deichman, Russell, Wilson, and Self. 0 Nay. Motion Carried.

Adjournment

ATTEST:

_____ _____

Laura Burbridge, City Clerk Matt Russell, Mayor

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Matt Russell, Mayor/Ward III
Brandon Self, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Jim Deichman, Ward IV

MINUTES

City Council Workshop
Community Center, 711 E. Miller Road
November 17, 2020 at 5:30 PM

Call Meeting to Order

The Financial Policies Workshop of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 5:32 p.m. at the Republic Community Center. Council Members present include Christopher Updike, Jim Deichman, Gerry Pool, Brandon Self, Eric Franklin, Garry Wilson, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Lisa Addington, Finance Director Debbie Parks, Police Chief Brian Sells, City Attorney Scott Ison, Principal Planner Karen Haynes, Fire Chief Duane Compton, Assistant Public Works Director Garrett Brickner, Assistant City Administrator and Jared Keeling, BUILDS Director Andrew Nelson, Utility Billing Supervisor Bryan Hawk, IT Director Josh Jones, and City Clerk Laura Burbridge.

Presentations and Discussions

Debbie Parks presented the Financial Policies Workshop.

Adjournment

Mayor Russell adjourned the workshop at 6:16 p.m.

ATTEST:

_____ _____

Laura Burbridge, City Clerk Matt Russell, Mayor

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Vendor Audit Report

For the City of Republic

Date Range: 11/01/2020 - 11/30/2020

Vendor No. & Name	Added	Added User
07249 - Advanced Electronic Services, Inc.	11/4/2020	Rachel Reich-Graef
07252 - Stephanie Matthew, SMGW President	11/4/2020	Rachel Reich-Graef
07253 - Mitel Cloud Services, Inc.	11/16/2020	Rachel Reich-Graef
07256 - Lamar Advertising Co.	11/23/2020	Rachel Reich-Graef
07257 - Murray's Welding & Fabrication	11/23/2020	Rachel Reich-Graef

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-52 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 145, "Financial Policy and Procedures," Regarding Financial Policies.
Submitted By:	Debbie Parks
Date:	December 8, 2020

Issue Statement

The City of Republic is updating and replacing the previous Financial Policy last updated in 1999.

Discussion and/or Analysis

The City of Republic staff is proposing to replace the existing financial policy with this new financial policy. The goal of the new policy is to establish policies that will lead the City to financial sustainability and growth. In developing the proposed policies, the following factors were considered: internal controls, best practices in financial policies, increased standing with rating agencies for City financing, and the ability of the City to comply with the policy in its current financial condition.

A summary of the proposed polices are below:

Accounting, Auditing and Financial Reporting Polices –

- Establishes the accounting methods used by the City.
- Frequency of audit and selection of auditor.
- Establishes the capital asset threshold at $5,000.
- Internal controls of accounting controls to include segregation of duties, integrated financials software systems, and recording of transactions.

Budgeting Policy

- Outlines the goals of the budgeting process.
- Calls for a balanced budget.
- Establishes the budget calendar
- Outlines the methods of budgetary control during the fiscal year.

- Changes can be made by department directors within their own budget line items up to $20,000 without a required budget amendment, if overall fund expenditures are not increased.

- Establishes what is to be included in the budget document to comply with the required State RSMos.
- The City will utilize strategic and financial planning when developing the annual budget.

Cash Management and Investment Policies

- Outlines the policy for handling of the City's cash resources.
- Outlines the Internal Cash Controls to provide for the prevention of theft and fraud.
- Investment Policy – is the recommended Investment Policy as recommended by the State of Missouri. Financial Advisors in Missouri are familiar with the policy. It outlines that investments of the City will be made in safe and easily liquified investments.

Capital Asset Policies

- Outlines that capital assets should be included in the 5-Year capital improvement program and annual budget.
- Establishes the management policy of delaying capital projects in the calendar year to allow for monitoring of revenues to ensure projected revenue targets will be met. Also helps with the City's cash flow in funds with smaller operating reserves.

Debt Policies

- The debt policies establish what types of items can be financed through long term financing.
- Outlines the amount of indebtedness that the City can take in each type of fund.
- Outlines a debt ratio of 1.2 for the enterprise funds.
- Outlines a debt ratio of 140% of total governmental funds revenues for the rest of the City funds.
- Outlines the processes for obtaining debt, Council approval, bond counsel, and voter requirements to meet the State RSMos.

Reserve and Fund Balance Policies

- Establishes the Operating Reserve Policy of 120-180 Day operating cash on hand for the General Fund.
- Establishes 90 days operating cash for the Parks, Street, Water & Wastewater funds.
- Capital funds should keep 25% of the annual debt payment in reserve.

Revenue Policies

- Establishes the need to establish diversified revenue streams to include municipal fees and grant revenues.

- Outlines the process for reviewing the municipal service charges annually to be adopted with the annual budget.
- Establishes that non-recurring revenue sources will only be used for one-time purposes (not fund employee or operating costs).
- Establishes the requirement to closely monitor and report on the unpredictable revenues such as sales tax. Downward trends in the City's sales tax can trigger budgetary control measures until the trend stabilizes.

Recommended Action

Staff recommends adopting the City of Republic Financial Policy.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY AMENDING TITLE I, "GOVERNMENT CODE," CHAPTER 145, "FINANCIAL POLICY AND PROCEDURES," REGARDING FINANCIAL POLICIES

WHEREAS, the City of Republic, Missouri, (herein called the "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's last financial policy and procedures manual was adopted in 1999; and

WHEREAS, the City has seen tremendous growth and changes since 1999 and the City's financial policy and procedures need to be updated to reflect the changes in the City; and

WHEREAS, the Council deems it necessary to amend the Municipal Code as it relates to the City's financial policy and procedure manual to lead the City to financial sustainability and growth.

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

Section 1. Title I, "Government Code," Chapter 145, "Financial Policy and Procedures" is hereby amended by amending Section 145.010, "Financial Policy and Procedures Manual" to read as follows:

Section 145.010 Financial Policy and Procedures Manual.

Ordinance number ~~99-15~~ 20-52 adopted ~~March 22, 1999~~ December 8, 2020, which enacted the Financial Policy and Procedures Manual for the City of Republic, and any amendments thereto, are hereby referred to and made a part hereof as if fully set out herein. There shall be a copy of the Financial Policy and Procedures Manual on file in the City Clerk's office.

EXPLANATION – Matter in underline type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2020.11.09 16:33:39 -06'00'

Final Passage and Vote: _____

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FINANCIAL POLICIES

TO LEAD THE CITY'S EFFORTS TOWARDS FINANCIAL SUSTAINABLITY

APPROVED BY CITY COUNCIL

December_____ 2020

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1 ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

1.1 ACCOUNTING POLICY

This policy is intended to promote organized financial planning, budgeting, and accounting to assure disclosure of all financial transactions and to facilitate financial management and accountability by departments through financial reporting.

1.2 FINANCIAL POLICY UPDATE

This policy will be reviewed and updated every two years or sooner if necessary.

1.3 FINANCIAL REPORTING

The City will do the following to fulfill its financial reporting responsibilities:

A. The fiscal year of the City is set by Ordinance in Article I, Section 135.010 which states "the fiscal year for the City of Republic shall begin January first (1st) of each year and all City budgets, audits and other statutory requirements shall be prepared on a January fiscal year and all required matters concerning same be required to use such dates for those statutory and other necessary purposes."
B. The City will use generally accepted accounting principles (GAAP) in all financial records and transactions. These principles are monitored and updated by the Governmental Accounting Standards Board (GASB).
C. Establish a chart of accounts and maintain an accounting system to provide all the data needed to allow for the timely preparation of financial statements for the entire City in conformity with generally accepted accounting principles (GAAP).
D. Prepare and publish monthly financial and operating reports to facilitate management, policy, and appropriate decisions by administration and elected officials as well as informing the Citizens of the finances of the City.

1.4 AUDIT

The City will do the following to fulfill its audit responsibilities:

A. The City's Charter requires an independent financial audit under Article III, Section 3.10. This independent financial audit shall be performed by a certified public accounting firm, which will issue an opinion on the fair presentation of the annual financial statements in accordance with GAAP and a management letter detailing recommendations for improvement of the accounting systems and internal financial controls.

   If the City receives more than $750,000 in federal grant funds in a fiscal year, the City will have a Single Audit (formerly known as the OMB A-133 Audit).

B. The independent auditor of the City, chosen by a request for qualifications and approved by the Council, should be contracted for a 5-year term to ensure the best competitive quotes in the selection process.
C. Auditor selection. The City is encouraged to rotate auditors. The City should consider not renewing an auditor contract for more than two terms (maximum of 10 years).

1.5 Capital Asset Accounting Policy

The Capital Asset Policy is aimed to record and report monetary amounts associated with fixed asset acquisitions, transfers, and dispositions. In order to maintain adequate accountability and control over the City's capital assets and to report appropriate financial information, capital acquisitions (purchases or donations) of $5,000 or more with a useful life of at least one (1) year will be recorded in the Fixed Asset Ledger and booked to the General Ledger. Certain assets will be added for management purposes regardless of cost. Items which cost less than $5,000 and/or have a life of less than one year will be expensed upon acquisition. Repairs to assets that extend the useful life will be capitalized.

1.6 Internal Accounting Controls

Accounting controls comprise the plan of organization and all the methods and procedures that are concerned mainly with operational efficiency and adherence to managerial policies and usually relate only indirectly to the financial records.

The Finance Director and Administration are responsible for designing appropriate controls for the departments and the departments are responsible for implementation. Testing of the controls will be the responsibility of the external auditor and finance personnel. The cost of internal control should not exceed the benefits expected to be derived. Also, internal controls may become inadequate as conditions change requiring review and modification. Internal controls should be reviewed every two years and updated if necessary.

Basic Elements of Accounting Control:

A. Financial Software Systems – procedures designed to provide control over the modification and maintenance of computer software; control over the use of and changes to the data contained in the software; access limitations for check writing and bank information.
B. Segregation of Duties – procedures to detect errors and irregularities should be performed by persons other than those who are able to perpetrate them.
C. Execution of Transactions – there is reasonable assurance that transactions are executed as authorized.
D. Recording of Transactions – to permit preparation of financial statements. Transactions are recorded in the proper period, amounts, and classification.
E. Access to Assets – both direct physical access and indirect access through preparation/processing of documents that authorize the use or disposition of assets be limited to authorized personnel.
F. Comparison of Recorded Accountability with Assets – comparison of actual assets with the recorded accountability, such as bank reconciliations and physical inventory.

2 BUDGET AND PLANNING POLICIES

2.1 BUDGETARY POLICY

The City's Charter in Article VII (Ord. No. 18-49, 1-8-2019), along with RSMo Sections 67.010 to 67.040 specify, the requirements that shall be included in the annual budget.

In addition to the established budget requirements, the following general budget policies will be established through this fiscal policy and guide the annual budgeting process.

A. Maintain an appropriate level of general government services funded from current revenues.

B. Maintain the unrestricted fund balance at a minimum level equivalent to a range of 120-180-day operating budget as originally adopted for any given year.

C. Maintain competitive salaries while addressing the need for priority service improvements to the community.

2.2 BALANCED BUDGET

The City strives to develop a financial plan that protects the long-term financial health of the City and continued delivery of services by ensuring that the reliability of the funding sources are matched to support the duration of the expenditure.

The City shall annually adopt by ordinance a balanced budget where operating revenues are equal to, or exceed, operating expenditures. Fund balance should not be considered a source of funds for base operating expenditures/expenses. Any increase in expenses, decrease in revenues, or combination of the two that would result in a budget imbalance will require budget revision, rather than spending unappropriated surpluses or designated reserves to support on-going operations. Any year end operating surpluses will revert to unappropriated balances for use in maintaining reserve levels set by policy and the balance will be available for capital projects and/or "one-time only" operating expenditures in accordance to the fund reserve policy. Nothing in this policy shall prohibit the use of operating revenues for capital expenditures/expenses.

2.3 BUDGET CALENDAR

The budget preparation calendar is crucial for the successful preparation and execution of the City's annual budget. The calendar defines the timeline for the budget and indicates major and minor milestones for all parties involved.

The City budgets resources for all funds on a fiscal year basis, which begins January 1st and ends on December 31st.

The City will conduct budget workshops and distribute draft budgets to Council in October preceding the fiscal year.

The City shall adopt the budget as required under the City's Charter and Ordinances, and Section 67.030, RSMo.

2.4 Budgetary Control and Management

A budget control system ensures that actual expenditures do not exceed budgeted expenditures as set forth in the budget. Regular reporting of actual versus budgeted revenues and expenditures is essential to a budgetary control system and allows the City to take corrective action if actual numbers vary significantly from budgeted numbers.

Operating budget control is maintained at the department level by funds. Department Directors are given broad authority to control their budgets and make changes indicated to meet program objectives and performance goals. All capital projects are controlled at the project level. In no case may total expenditures of a department or fund exceed that which is appropriated by the Council without a specific recommendation by the City Administrator or his designee and the approval of City Council.

Department directors are provided enough authority and flexibility to make budget transfers in order to facilitate the achievement of assigned objectives and to respond to changing needs. Within that flexibility, the following budget controls have been implemented and will be adhered to by all departments:

A. Department directors are responsible for informing the City Administrator or designee who shall then inform the Mayor and Council of material transfers within and between cost or revenue categories. Material transfers between expense categories will be defined as $20,000 and will be reported in the Budget Amendment process.
B. Budget transfers from personnel accounts to other operating accounts can only be made for the purpose of supporting one-time costs.
C. Budget transfers within and from equipment/capital accounts can only be made for the purpose of supporting other one-time costs and must not result in increased replacement of operating costs in subsequent fiscal years.
D. Departments may not exceed their approved full-time equivalent position count or take actions that would exceed their approved full-time equivalent position count without approval of the City Administrator and through the budget amendment process if the costs exceed the budgeted amount. This does not prohibit departments from eliminating FTE positions in the year with the approval of the City Administrator.
E. All budgetary appropriations shall lapse at the end of the budget year to the extent that they have not been expended or lawfully encumbered.

2.5 Budget Document

RSMo 67.010 outlines requirements of the annual budget. The City will include the following in the budget document to be approved by Council:

A. A budget message describing the important features of the budget and major changes from the preceding year.
B. Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the 2 years next preceding, itemized by year, fund, and source.

C. Proposed expenditures for each department and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the next 2 years proceeding, itemized by year, fund, activity, and object.
D. The amount required for the payment of interest, amortization, and redemption charges on the debt of the City.
E. A general budget summary.

2.6 Budget Amendments

The Council under Article VII of the Charter and RSMo Section 67.010-67.050 has the power to change appropriations after the budget has been adopted by Ordinance.

2.7 Strategic and Financial Planning

The City will develop an annual budget in accordance with the policies and priorities set forth in the comprehensive plan, capital improvement program, long-term financial plan, needs of the community, and federal and state laws. Program and project priorities and service levels will be established by the aforementioned plans.

3 Cash Management and Investment Policies

3.1 Deposit of Funds

This policy is intended to ensure accurate, efficient, timely and consistent processing of all funds received by the City.

The finance department shall manage the receipt and deposit of City funds in the following manner:

A. Cash/checks shall be delivered to the finance department daily for deposit. Any department that is unable to bring the funds to the finance department will need to make arrangements for the funds to be picked up by finance staff.
B. Assure that the monies are allocated to the correct revenue accounts.
C. Assure that the documentation accompanying the deposit is accurate.
D. Cash/checks shall be deposited into the city's banking institution daily. Funds that come in after the daily deposit will be secured in the City vault.

3.2 Internal Cash Control

This policy is intended to provide effective internal cash control for the safekeeping and effective processing of all funds received by the City.

It is the policy of the City for all money collected by an employee of the City to transfer those funds to the Finance Department as defined in the Deposit of Funds policy.

The Finance Department will establish standard internal controls that are to be followed by departments responsible for cash management and that focus on the following listed controls:

A. Segregation of duties – authorization, recordation, custodian functions and reconciliation.
B. Daily processing – daily cash/collection total reconciled and to subsequent deposit.
C. Timely deposit of funds received – daily processing procedures including inter-department transportation and daily deposit to designated depositories.
D. Reconciliation to the general ledger and other supporting accounting ledgers performed in a timely manner.
E. Physical security procedures during work hours and non-working hours for all funds received and cash drawers maintained.
F. The use of automated system resources where practical to provide better processing and reconciliation support as well as providing a more efficient and effective manner to manage receipts.

3.3 Investment Policy

This policy applies to the investment of all operating funds of the City of Republic, including financing proceeds

Pooling of Funds
Except for cash in certain restricted and special funds, the City of Republic will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds on their respective participation and in accordance with generally accepted accounting principles.

External Management of Funds
Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

3.3.1 Delegation of Authority

Authority to manage the investment program is granted to the Finance Director, hereinafter referred to as investment officer and derived from Missouri Revised Statute 30.270. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. `

A. Procedures should include reference to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

3.3.2 General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety
Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk
The City of Republic will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
    - Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City of Republic will do business.
    - Diversifying the portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk
The City of Republic will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
    - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
    - Investing operating funds primarily in shorter-term securities.

B. Liquidity
The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

C. Yield
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

3.3.3 Prudence

A. All participants in the investment process shall act responsibly as custodians of the public trust.
B. The standard of prudence to be applied by the personnel of the Investment Division is the "prudent investor" rule, which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probably safety of their capital as well as the probable income to be derived."

3.3.4 Ethics and Conflicts of Interest

A. Officers and employees involved in the investment process shall refrain from any personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
B. Employees and investment officials shall disclose to the City Administrator any material interests in financial institutions with which they conduct business.
C. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.
D. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Republic.

3.3.5 Investment Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security broker/dealers selected by credit worthiness as determined by the investment officer and approved by the governing body. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of Financial Industry Regulatory Authority (FINRA) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire.
- Certification of having read and understood and agreeing to comply with the City of Republic's investment policy.

B. Internal Controls

1.) The Finance Director is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City of Republic's independent auditor.

2.) The internal control structure shall be designed to ensure that the assets of the City of Republic are protected from loss, theft or misuse and to provide reasonable assurances that these objectives are met.

3.) The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

4.) The internal controls shall address the following points:

a. Control of collusion.
b. Separations of transaction authority from accounting and record keeping
c. Custodial safekeeping.
d. Avoidance of physical delivery securities.
e. Clear delegation of authority to subordinate staff members.
f. Written confirmation of transactions for investment and wire transfers.
g. Development of a wire transfer agreement with the lead bank and third-party custodian.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name of the account of the City of Republic and shall be held by a third-party custodian as evidenced by safekeeping receipts.

3.3.6 Suitable and Authorized Instruments

A. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the City of Republic will consider, and which shall be authorized for the investments of funds by the City of Republic.

1.) **Governmental and Agency Debt** – those securities issued by and or guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:

a. ***United States Treasury Securities.*** The City of Republic may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

b. ***United States Agency Securities.*** The City of Republic may invest in obligations issued or guaranteed by any agency of the United States Government as described in 3.3.6 (B).

2.) Fixed Income Investments secured by the FDIC insurance and/or Collateral:

a. ***Repurchase Agreements.*** The City of Republic may invest in contractual agreements between the City of Republic and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

b. ***Collateralized Public Deposits (Certificates of Deposit)***. Instruments issued by financial institutions which state that specified sums have been deposited for specific periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

B. Security Selection

The Following list represents the entire range of Untied States Agency Securities that the City of Republic will consider, and which shall be authorized for the investment of funds by the City of Republic. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- U.S. Govt. Agency Coupon and Zero-Coupon securities. Bullet coupon bonds with no embedded options with maturities of five (5) years or less.
- U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- U.S. Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years or less.

- U.S. Govt. Agency Step-up Securities. The coupon rate if fixed for an initial term. At coupon date, the coupon rate rises to a new higher fixed term. Restricted to securities with final maturities of five (5) years or less.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City of Republic's funds, the investment portfolio will be subject to the following restrictions:

- Borrowing for investment purposes ("Leverage") is prohibited.
- Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 100%.

For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts with five business days from the settlement date.

The City of Republic shall have a depository contract and pledge agreement with each safekeeping bank will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City of Republic's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

These securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve Fedwire book entry system. Securities will be delivered to the City of Republic's designated Custodial Agent. Funds and securities will be transformed on a delivery vs. payment basis.

3.3.7 Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

- U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government……100%
- Collateralized time and demand deposits……100%
- US Government agencies, and government sponsored enterprises……no more than 70%
- Collateralization repurchase agreements……no more than 50%
- U.S. Government agency callable securities……no more than 50%

B. Maximum Maturities

To the extent possible, the City of Republic shall attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase. The City of Republic shall adopt weighted maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3.3.8 Reporting

A. Methods

The investment officer shall prepare an investment report on a monthly basis, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City of Republic to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City of Republic. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements.) [Note, this is only an annual requirement]

- Listing of investments by maturity date.
- Percentage of the total portfolio which each type of investment represents.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

C. Marking to Market

The market value of the portfolio shall be calculated both monthly and quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City of Republic. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

3.3.9 Policy Considerations

Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

4 CAPITAL ASSET POLICIES

Capital assets shall be approved through the budget and must be included in the 5-Year capital improvement program. The Finance Director will send out a notice to proceed during the budget year. Capital purchases shall be delayed until the second half of the budget year to ensure revenue targets and budgetary compliance. Capital assets with dedicated revenues or funding sources may be purchased early in the budget year with Finance Director approval. Exceptions to this policy can be made on a case by case basis with City Administrator or Finance Director approval.

5 DEBT POLICIES

5.1 INCURRING DEBT

5.1.1 The City will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

5.1.2 The City will not use long-term debt for current operations or normal maintenance.

5.1.3 Indebtedness beyond City's annual appropriations is limited by Sections 95.115 and 95.120 of the Missouri Revised Statutes to 10% of the assessed value of taxable tangible property and subject to voter approval. The City may, subject to voter approval, incur additional debt for certain infrastructural improvements as described in Section 95.125 of the Missouri Revised Statutes up to another 10% of the assessed value of taxable tangible property. All financing including debt issuances and capital leases are coordinated through the Finance Department and require City Administrator and Council approval.

5.1.4 Annually, in conjunction with the Capital Improvement Plan, a five-year budget will be developed analyzing all anticipated capital expenditures along with existing and anticipated debt service requirements by year and identify associated funding sources. The City shall not incur any additional debt unless and until all five years of such analysis demonstrate the maintenance of the following ratios in addition to the legal limits.

A. For enterprise type funds an overall debt service ratio (annual net operating revenues to annual debt service) of no less than 1.20 in the fund for which the debt would be incurred with a similar outlook beyond the five-year horizon to the maturity shall be maintained.

   Example:

   Step 1 – Figure Net Operating Income (NOI) – Revenues – Operating Expense

   Wastewater Fund $3,000,000 Revenue - $1,500,000 Operating Expense = $1,500,000

   Step 2 – Figure Debt Payment Ratio NOI/debt payment from Step 1

   Debt payment is $1,500,000/$1,200,000 = 1.25 below the threshold.

   Debt payment is $1,500,000/$1,000,000 = 1.50 above the threshold.

B. For governmental type funds, the debt schedule shall demonstrate maintenance of the following ratios:
   1.) Total net governmental funds debt shall be no more than 140% of total governmental funds revenues.

5.2 Types of Debt

5.2.1 Where possible, the City will consider using special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

5.2.2 Subject to the provisions of the law, the City may issue with Council specific approval, general obligation bonds, revenue bonds, special obligation bonds, notes and leases (including certificates of participation). Council's specific approval by Ordinance is required for all debt issued in the name of the City including those initiated by separate boards, commissions, or legislative bodies.

5.2.3 Financing of capitalized interest shall only be used when incurred in the connection of construction of revenue producing assets in an enterprise fund.

5.3 Debt Terms

5.3.1 All debt issued, including the use of a lease-purchase method, will be repaid within a period not to exceed the expected useful lives of the improvements financed by the debt.

5.4 Debt Refinancing

5.4.1 At least annually in conjunction with the preparation of the budget, capital improvement plan, and debt service requirement schedules, management shall review all outstanding debt in order to determine if any refunding opportunities should be considered. Potential refunding opportunities that would represent a present value savings of 3% or more shall be presented to Council with a recommendation as to the appropriateness and timing considerations of such opportunity from the City Administrator with the assistance of the Finance Director and outside financial and legal advisors. Refunding opportunities would present in years with favorable interest rates. The review would evaluate the cost of refunding in with the interest rate savings to determine the percentage of savings. Due to the cost and time associated with refunding it not usually beneficial to refund under the 3% savings unless such debt is currently callable.

5.4.2 For the purpose of refunding, extending and unifying the whole or any part of its valid outstanding bonds, the City may issue refunding bonds not exceeding in amount the principal of the outstanding bonds to be refunded and the accrued interest to the date of such refunding bonds or other legally permissible amount.

5.5 Bond Counsel & Required Reporting

The City's policy shall be to manage its budget and financial affairs in such a way as to ensure high bond ratings. Towards this end, the City may employ the services of a Municipal Advisor registered with the Securities and Exchange Commission to advise management and council on such matters.

City policy shall be to ensure that all post issuance disclosure and other requirements such as arbitrage liability calculations are adhered to. The use of professional advisors, with specific expertise and experience in these areas, to assist management with these duties is encouraged.

The City will maintain good communications with bond rating agencies about its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus.

5.6 VOTE REQUIRED FOR ISSUANCE OF BONDS

A vote shall be required prior to the issuance of any bonds of the City if required by the State of Missouri Constitution or other applicable law. The proposed issuance shall be approved by the City Administrator and City Council prior to the election for the issuance of bonds.

5.6.1 Conduction of Election

The notice of the Bond Issuance Election and election shall be conducted in a manner consistent with the State of Missouri laws and City Charter.

5.6.2 Debt Statement

Prior to the adoption of an ordinance calling or providing for the holding of an election at which any question of incurring indebtedness shall be submitted, the Finance Director shall prepare and submit to the City Clerk a special debt statement which contains the following:

A. The aggregate principal amount of all outstanding bonds and notes of the City.
B. The amount of existing net indebtedness.
C. The amount of new indebtedness after the issuance of the bonds authorized by such bond ordinance.
D. The assessed valuation of taxable tangible property within the City as shown on the lasted completed assessment from the county.
E. The aggregate principal amount of bonds and notes which the City may issue pursuant to law.

This debt statement, after approval by a majority of City Council, shall be published with the notice of the bond election.

5.7 DEBT PROCEEDS

Any debt proceeds on hand shall be invested in accordance with the City's investment policies and the debt instrument until such funds are required.

6 RESERVE AND FUND BALANCE POLICIES

6.1 OPERATING RESERVE POLICY

Need for an operating reserve policy: The City of Republic is subject to certain risks outside of its control. Due to these risks a risk assessment was performed. The highest risks are natural disasters, but other risks should be considered even if considered not as probable.

Risk Assessment – the following threats have been identified as possible (though not all are highly probable): economic downturn (loss of sales revenue), natural disasters (tornados, ice storms, and fires because of drought), civil unrest/influx of civilians (influx of civilians if earthquake in Eastern Missouri, national political issues leading to protests), pandemic.

Definition: Fund Balance is generally the difference between its assets and its liabilities. An accounting distinction is made between the portion of fund balance that is spendable and nonspendable.

For the purpose of determining the fund balance for the operating reserve, there are five categories of fund balance:

1) Non-spendable fund balance – includes amounts that are not in a spendable form or are required to be maintained intact. An example is inventory.
2) Restricted fund balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include court bonds and customer deposits.
3) Committed fund balance – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
4) Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balances represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5) Unassigned fund balance – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

The operating reserve is to be maintained in the unassigned fund balance. In the case of an emergency, Council through the budget process can reallocate the use of committed funds (example police equipment reserve) to unassigned funds.

6.1.1 Sample Operating Reserve Calculation from 2021 Budget:

General Fund	Total Budgeted Expenses 2021	Operating Reserve Calculation Expenses 2021 (minus transfers and capital expenses)
Administration	$2,482,381.10	$1,802,049.87
Court	$226,110.74	$194,578.29
Police	$2,505,031.05	$2,187,923.62
Community Development	$673,928.27	$597,841.91
Fire Department	$2,014,615.42	$1,657,733.53
Animal Control	$180,926.15	$160,561.64
Totals	$8,082,992.73	$6,600,688.86

120 Day Minimum Unrestricted Fund Balance	$2,176,908.00
180 Day Minimum Unrestricted Fund Balance	$3,265,362.00

2019 Ending Fund Unrestricted Cash Balance	$3,906,270.69

6.2 General Fund – Operating Reserve fund Balance

A. The General Fund shall maintain a minimum unassigned fund balance of 27% as an operating reserve.
B. Reserve requirements set each year based on the total operating budget and debt financing of the General Fund. Admin transfers, capital, and equipment costs will be excluded.
C. This calculation will be presented in the budget presentation.
D. Reaching a 180 day operating reserve will allow for the following in the budgeting process:
    a. Budget capital purchases out of the unassigned fund balance instead of financing.
    b. Set funds above the 50% reserve threshold into reserve accounts to save for specific future capital projects.
    c. Pay off citywide debt out of the unassigned fund balance.
    d. There is no negative action for a fund balance over 50%, it just allows the City to use additional funds for the three purposes listed above.
E. If an emergency arises that triggers a drop in the operating reserve unassigned fund, the City should strive to replenish the reserve to the minimum balance within one to three years of use. The length of time would be determined by the event that triggered the emergency use of funds.

6.3 Parks & Rec Fund, Water Fund, Wastewater Fund, Street Fund

A. Minimum assigned fund balance – 90 day operating reserve required.
B. In addition, the enterprise funds will establish a capital replacement reserve. An annual allocation to the capital replacement reserve will be budgeted through the budget process and will be determined by the current master plans and capital improvement plans.

6.4 Capital Funds

A. Minimum assigned fund balance -25% of the required total of debt payments of the year.
B. Capital Improvement Sales Tax Fund
    1.) No reserve required
C. Stormwater Capital Fund
    1) No reserve required

6.5 Debt Service Funds

The City shall maintain sufficient reserves in the debt service fund, which equals or exceed the reserves required by bond ordinances.

7 Revenue Policies

7.1 Diversification of Revenue

Sales tax is the primary source of revenue for the City and the General Fund. It is a major source of revenue for capital improvements and law enforcement.

When a new revenue source or a change in fees is considered, the effect of this change will have on the balance of the revenue structure shall be considered. The City will continue to look for sources of revenue to improve the diversification in the revenue structure.

7.2 Charges for Municipal Services

The City charges fees for municipal services that are voluntary in nature and benefit specific individuals. The most efficient use of City resources is achieved when the fee for these services pays for the cost of providing the service. When determining the charges for municipal services, the goal is to maximize cost recovery consistent with City Council direction. The following guidelines shall be used in evaluation of fees:

A. The Finance Department shall review charges for municipal services annual. There shall be one citywide fee schedule. The schedule will be approved in conjunction to the annual budget each year.
B. Any efficiencies achieved in the delivery of services shall be accompanied by a reduction in the fee for providing the service. The review process shall not provide an automatic mechanism for passing along inefficiencies that may exist in the system.
C. Recommended fee changes are presented to the Finance Department and City Administration during the budget process. The recommended cost recovery is 100%, except for animal control expenses and credit card fees.
D. Changes related to ordinance violations may be adjusted annual as necessary to maintain full cost recovery.
E. Proposed changes to fees will be available for public review during the budget process.

7.3 Non-Recurring Revenue

Generally, annual revenue of the City can be classified as either recurring or non-recurring. Examples of recurring revenue are sales tax, real property tax and fees for services. Although the level of revenue may be subject to economic conditions, it is relatively certain to be available at some level from year to year. One-time revenue (or non-recurring revenue) may be generated from grants, refunding of debt, the sale of fixed assets, carryover funds or other sources. This revenue may be available for more than one year but is not considered a permanent source of funding.

In order to ensure the City is able to provide a consistent level of services, and to avoid disruptive effects on the community, the use of non-recurring or one-time revenue should generally be limited to non-recurring expenses. Examples of proper use of this revenue are land acquisitions, major capital

purchase, and startup costs for new programs. Grant applications should be based on meeting the City's needs, not just the availability of grant funds. Many capital expenditures are funded by a dedicated tax. In these cases, the proposed expenditures will be reviewed to confirm it is on the list of voter-approved projects and meets the intent of the tax.

7.4 Use of Unpredictable Revenues

Sales tax is a major revenue source for the City's general fund. Sales tax revenue is dependent on such factors as the local and national economy, energy prices, the availability of local retail opportunities, and the impact of non-taxed online sales. Because of this volatility, the Finance Department will monitor sales tax very closely. Each month, the revenue will be compared to the budget estimate and reported to the City Administrator and City Council. Variances over 5% will be researched to determine if the differences are related to the timing of collections or a decrease in retail activity. If sales tax revenue exhibits a consistent downward or flat trend, the Finance Department will analyze the total General Fund revenue and expense and report to the City Administrator. Departments may be asked to limit expenses for the remainder of the fiscal year and/or other actions may be initiated. The General Fund operating reserve may also be utilized to cover a revenue shortfall with City Administrator and Council approval.

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-53 An Ordinance of the City Council of the City of Republic, Missouri, Amending Various Sections of the Municipal Code of the City of Republic, Missouri Regarding Fees.
Submitted By:	Debbie Parks
Date:	December 8, 2020

Issue Statement

The City of Republic is creating a consolidated fee/permit/license schedule in the City Code.

Discussion and/or Analysis

The City of Republic is creating a consolidated fee schedule in the City Code. This new consolidated schedule will be found in the new Title VIII of the City Code. Staff will review the fee schedule annually in conjunction to the preparation of the budget. Changes to the fee schedule will be brought to Council as an item for review and approval.

Reviewing fees annually allows staff to evaluate if a service that is provided is recouping costs or if it is something that is being subsidized. Items that can be assessed fees usually only benefit the person that is paying the fee. These costs are typically passed on in part or whole to the person applying for the license, permit, or required to pay the fee. Services such as Police & Fire rescue services are vital to the community and are not assessed fees. However, in evaluating a fee, sometimes the whole cost is not passed on to the customer. There are other factors that might be considered. For example, there is a public safety factor benefit to issuing a license or permit. Therefore, the person applying should pay a fee or permit, but the cost might be partially subsidized, in an effort to encourage people to continue to go through the review process.

A listing of the fee increases are below:

The Parks fee increases are included as a separate item in the agenda packet.

Animals

- Claiming Impound Animal Fee $10.00 – New fee $50.00
- Per Day Impoundment Animal Fee $5.00 – New fee $10.00

Building and Permits

- Development Plan Review Fee $500.00 – New fee $750.00

Business

- Apartment Houses (including duplexes, triplexes, etc.) $50.00 – new fee $100.00
- Banks and Manufacturing Business License $75.00 – new fee $100.00
- Hotels and Motels, First Unit Business License $50.00 – new fee $100.00
- All Other Businesses License $50.00 – new fee $100.00
- New Businesses Starting in Last Quarter of Year $25.00 – new fee $50.00
- Per Year or Fraction – Selling Out of a Vehicle with a Capacity of ½ Ton or Less $20.00 – new $40.00
- Per Year or Fraction – Selling Out of a Vehicle with a Capacity of ½ Ton Not Exceeding 1/ ½ Ton $30.00 – new $60.00
- Per Year or Fraction – Selling Out of a Vehicle with a Capacity over 1 ½ Ton $50.00 – new $100.00
- Solicitor Identification Card, Annual Application Fee $75.00 – new $100.00
- 90-Day Permit Solicitor $35.00 – new $50.00
- Background check for solicitors (cost charged to city) – new actual cost charged to Solicitor
- Annual License Fee – Massage Business $25.00 – new $50.00
- License Fee – Massage Business opened Last Quarter of Year $12.50 – new $25.00

Building and Zoning

- Special Use Permit - $175.00 – New fee $250.00
- Processing Fee for Rezoning Application $200.00 – new fee $400.00
- Minor Subdivision Procedures $120.00 – new fee $175.00
- Minor Subdivision Per Lot Fee $1.00 – new fee $2.00
- Major Subdivision – Application for Final Plot $225.00 – new fee $350.00
- Sign Permits and Inspections - $30.00 – new fee $75.00
- Annexation processing fee $225.00 – new fee $350.00
- Swimming Pool Permit $50.00 – new fee $100.00

The following Fees are being eliminated and replaced by a new fee structure:

- Per acre Field Inspection - $200.00
- Per linear foot of off-site utilities in excess of 200 feet Utility Installation - $1.24
- Fire Hydrant Flow Classification and painting - $35.00
- Per Combination Sign Installation - $150.00
- Per individual Sign Installation - $125.00
- Construction Spec Book - $30.00

New proposed fee structure:

Item	Units	Cost/Unit	GL Code
Water	LF	$ 0.40	INFRA CONSTR INSP
Sewer	LF	$ 0.40	
Stormwater	LF	$ 0.30	
Roadway/Sidewalk	LF	$ 0.25	
Service Connections	EA	$ 10.00	
Fire Hydrants	EA	$ 35.00	FIRE HYDRANT TESTING
Emergency notification Impact Fee	ACRE	$ 30.00	EMA IMPACT
Plan Review Fee	10%		
Total Permit Cost			

Utility Fees

- Per Meter Labor for Installation $25.00 – new $50.00
- Meter Installation Trip Charge $25.00 – new $50.00

The following are new fees:

- Change of Use Fee $50.00 (Code Section 500)
- Above Ground Pool Permit $25.00 (Code Section 500.050 E.9)
- Fence over 7ft $50.00 (Code Section 500.050 E.9)
- Right of Way (ROW) Permit – base fee for review $25.0 (Code Section 500.100)
- ROW Permit Cost per Pit - $25.00
- ROW Permit Cost Per Boring - $25.00
- Meter Assembly Costs:

Meter Size (inches)	Meter Assembly Cost (installed)
5/8 x 3/4	$875.00
1	$1,115.00
2	$3,170.00
3	$4,770.00
4	Quote on request
6	Quote on request

- Extended Term Metering Devices under 2” - $1,000 Deposit
- Extended Term Metering devices 2” or larger metering devices - $1,750 Deposit

Recommended Action

Staff recommends approval of the new City-Wide Fee Schedule.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING VARIOUS SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, REGARDING FEES

WHEREAS, the City of Republic, Missouri, (herein called the "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, currently, the various fees charged by the City are located throughout the Municipal Code of the City; and

WHEREAS, the Council finds that putting all fees in one Title of the Municipal Code of the City will allow the Citizens and the City a better understanding of the fees charged by the City.

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

Section 1. Title I, "Government Code," Chapter 110, "Administration Policies," Article VI, "Returned Check Policy" is hereby amended by amending Section 100.100, "Imposition of Service Charge On Returned Checks" to read as follows:

A service charge ~~of twenty dollars ($20.00)~~ as provided for in the fee schedule found in Section 805.020, is hereby imposed upon any person or entity who, in an attempt to discharge any indebtedness owed to the City, issues or passes to any City Official or employee any check or other similar sight order for the payment of money which is not honored by the drawee for any reason.

Section 2. Title II, "Public Health, Safety and Welfare," is hereby amended by amending the Sections below to read as follows:

Section 205.071 **Regulation of The Sale of Fireworks.**

A. *Definitions*. The following definitions shall be used in the regulation of the sale of fireworks:

SITE PLAN

Consists of a detailed, hand drawn sketch of the area to be used. The sketch will include the placement of the seasonal outlet with dimensions and distances in relation to streets, other structures, access and available parking.

STRUCTURE

That which is built or constructed of a number of parts held or put together in a specific way. This may be habitable or inhabitable.

TENT

A structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

VEGETATION

Weeds, grass, vines or other growth that is capable of being ignited and endangers property shall be cut down and removed by the owner or occupant of the premises.

B. *General Requirements For Sale Of Fireworks.*

1. All seasonal retail fireworks tents and stands shall have a City of Republic business license. Shall have an approved fire inspection from the Fire Department and temporary structure permit from the Community Development Department. Seasonal retail fireworks tents and stands shall be located in "C-1", "C-2", "M-1", "M-2" zoning districts. The fireworks retailer shall have an approved seasonal fireworks permit from the Missouri Division of Fire Safety before applying for the City business license and temporary structure permit.

2. Fireworks shall be offered for sale from June twentieth (20th) until July fourth (4th) for seasonal retail outlets. Hours of operation shall be permitted between 8:00 A.M. until 12:00 A.M. (Midnight).

3. Seasonal retail fireworks outlets shall comply with all the provisions of the City of Republic codes and ordinances relating to the sale and storage of fireworks.

4. Two (2) copies of a site plan showing the location of the seasonal retail fireworks tent/stand shall be submitted and approved by the Fire Department and Community Development Department before the structure is in place on site or erected. Site plans shall include location of electrical service, the size of the tent/stand, parking for customers and temporary living quarters if they are remote from the tent/stand.

5. Fees for the Fire Department's inspection and site review shall be <u>as provided for in the fee schedule found in Section 805.070,</u> ~~eight cents ($0.08) per square foot~~ for structures and tents over five hundred (500) square feet in size ~~with a minimum charge of twenty-five dollars ($25.00).~~ For the purpose of determining tent sizing, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

6. All tents used for the sale of fireworks shall be constructed of a flame-retardant material. The operator/owner of the tent shall have documentation to this effect on file within the tent. The tent shall also have this documentation stamped on it in an accessible location for inspection.

7. The operators/owners of the tents and seasonal retail stands shall have documentation on file within the tents and seasonal retail stands showing that liability insurance has been purchased and is current for the specific location that the seasonal retail operation is located.

8. All vegetation within a one hundred (100) foot perimeter of the tent or seasonal retailer stand shall be no higher than four (4) inches. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

9. Fireworks shall not be sold, stored or discharged within five hundred (500) feet of where a volatile, combustible or flammable liquid or gases is sold, stored, vented or dispensed. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

Exception: Portable generators approved for the intended use and installed accordingly to NFPA 70, the National Electrical Code, shall be allowed when used as a primary source of power when no commercial source is available. The generator shall be a minimum of fifty (50) feet from the seasonal outlet and fireworks storage. Minimal fuel shall be stored on site in an approved container not in proximity of the generator or sales, storage area.

10. Fireworks shall not be sold within permanent structures that have mixed or multiple occupancies defined by the Fire or Building Code.

11. Trash, rubbish and empty boxes shall be stored a minimum of twenty-five (25) feet from the location of the seasonal retail operation (tent or stand). For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

12. No open flame cooking equipment shall be allowed within the seasonal retail location.

13. No open flame or portable space heater shall be located within the seasonal retail location.

14. "No Smoking" signs shall be posted at all ingress points to the seasonal retail tent, on the center supporting poles and throughout the seasonal retail tent as needed.

15. "No Smoking" signs shall be posted at all points of sale to the seasonal retail stand.

16. "No Smoking" signs shall have letters of no less than six (6) inches in height and all letters shall be a contrasting color from the background of the sign and the tent or stand. Signs on the center supporting poles of the seasonal retail tents shall be posted six (6) feet above the finished grade to the bottom of the sign. All "No Smoking" signs shall be readily recognizable.

17. All seasonal retail tents and stands shall be located a minimum of fifty (50) feet from other structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

18. All seasonal retail stands and tents shall be located no closer than twenty (20) feet from the right-of-way of all roads, streets, alleys and property lot lines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of

the temporary membrane structure, tent or canopy.

C. *Violation – Penalties.* Persons who shall violate a provision of this Section or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code official, or of a permit or certificate used under provisions of this code shall be guilty of misdemeanor, punishable by a fine of not more than one thousand dollars ($1,000.00) per day per violation for each day the violation exists or by imprisonment not exceeding one (1) day per violation, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 207.070 **Permit and Application Therefor.**

A. No person shall install or operate an alarm or alarm system serving a premises or a building or portion thereof unless an alarm permit in the form of a decal has been issued under this Section and is in force authorizing the use of the alarm or the alarm system.

B. All persons who install or operate an alarm or alarm system without first obtaining an alarm permit as described in Subsection **(A)** hereof, shall not be issued an alarm permit until an administrative fee ~~of thirty dollars ($30.00)~~ as provided for in the fee schedule found in Section 805.070, has been paid to reimburse the City for the additional personnel and material expenses incurred in the process of inspection and issuance of such delinquent permits. Applications for alarm permits shall be made on forms provided by the City. The application shall be signed by the owner or lessee of the alarm or alarm system, and shall provide the following information:

1. Name, address and telephone number of the owner or lessee of the alarm or alarm system.

2. Name, address and telephone number of the owner or lessee of the premises or building to be served by the alarm or alarm system.

3. Name, address and telephone number of the person in charge of the premises or building served by the alarm or alarm system.

4. Name, address and telephone number of the person or entity installing the alarm or alarm system.

5. Name, address and telephone number of the person or entity monitoring the alarm or alarm system.

6. The name, address and telephone number of the person or entity providing maintenance and repair service to the alarm or alarm system.

C. An amended application shall be filed within ten (10) days after any change in the

information contained in the original application. Upon the timely filing of an amended application, a new alarm permit shall be issued without the imposition of any fee or charge. An amended application which is not timely filed shall result in the payment of an administrative fee ~~of fifteen dollars ($15.00)~~ as provided for in the fee schedule found in Section 805.070, to reimburse the City for additional personnel and material expenses incurred in the process and issuing of any amended permit.

Section 210.190 **Impoundment — Period — Disposition of Dogs and Cats Unclaimed Within Impoundment Period.**

A. All dogs and cats impounded shall be kept in the custody of the Animal Control Officer for a period of not less than one (1) week except that if the owner can be discovered from the tags on the animal, he/she will be notified prior to disposing of the animal. Those dogs and cats impounded, not within the exception aforesaid, shall be fed, watered and shielded from the elements in a manner acceptable to good veterinary practice. During the one (1) week period, a dog or cat may be released by the Animal Control Officer to any person who shall sign an affidavit swearing such dog or cat is his/her personal property. The Animal Control Officer shall, in addition, issue a summons to the owner for a violation of Sections **210.020** or **210.180** and shall impose a claiming fee ~~of ten dollars ($10.00) and five dollars ($5.00)~~ and per day boarding fee as provided for in the fee schedule found in Section 805.040, and shall require that the owner of the dog or cat fulfill the registration-vaccination procedure before release, or that he/she carry out the registration-vaccination procedure as set forth herein. At the end of the one (1) week period, if the dog or cat has not been claimed as provided in this Section, the Animal Control Officer is at liberty to dispose of the dog or cat in any one (1) of the following ways:

1. Humane destruction by injection of any barbiturate drug.

2. Humane destruction by subjection to a carbon monoxide environment.

3. Releasing the dog or cat to any person expressing a desire for any given dog or cat after the animal has been kept in the custody of the Animal Control Officer for the required period of time and after the execution of a sterilization agreement regarding any such animal and after the payment of an adoption ~~seventy dollar ($70.00)~~ fee as provided for in the fee schedule found in Section 805.040, plus ~~an additional five dollars ($5.00)~~ an additional fee as provided for in the fee schedule found in Section 805.040 for micro-chip identification.

The adoption of any dog or cat by any person pursuant to the provisions of this Subsection shall not be final until such time as the animal is sterilized pursuant to the provisions of the aforementioned sterilization agreement and the requirements of Section 273.403, RSMo. The failure of any person to comply with the provisions and requirements of said agreement and/or said Statute shall result in custody and possession of such animal reverting to the City of Republic.

4. Humane destruction in any other manner provided by State law.

5. Transfer to another animal shelter.

B. Any animal impounded pursuant to Section **210.180** or otherwise coming into the custody of the City may be disposed of as provided for in Subsection **(A)** if the animal is injured or ill and treatment of the animal would be costly or require substantial efforts to achieve a degree of successful treatment. If it is determined that the animal is suffering to such a degree that a waiting period would be inhumane, the animal may be disposed of immediately. If the suffering can be minimized and responsibly controlled for a period of forty-eight (48) hours, then the animal shall not be disposed of until forty-eight (48) hours has passed unless the animal's owner waives the forty-eight (48) hour waiting period.

Section 212.023 **Fee Schedule**

~~Application fee: N/C.~~
~~Vendor permit fee: N/C.~~
~~Late fee (additional): $25.00~~
The City Council may by ordinance establish such other fees as deemed appropriate to recover cost for use of City equipment and personnel for a special event. The fees shall be as provided for in the fee schedule found in Section 805.090.

Section 240.010 **Fees.**

The user fees for various recreational and leisure services offered by the Republic Parks & Recreation Department such as programming, special events, rentals, and access to recreational facilities are hereby approved, adopted, enacted and implemented. Said user fees are found in the fee schedule found in Section 805.080.

~~**2020 Parks and Recreation User Fees — Effective January 7, 2020**~~

~~**Athletics**~~	
	~~**Team Fee**~~ ~~**(Resident/Non-Resident)**~~
~~**Youth Athletics (Team Sports)**~~	
~~Youth Basketball~~	~~$275.00/$300.00~~
~~Youth Pee Wee Hoops~~	~~$150.00/$175.00~~
~~Youth Volleyball (Winter)~~	~~$225.00/$250.00~~
~~Youth Volleyball (Fall)~~	~~$200.00/$225.00~~
~~Youth Soccer (Spring/Fall, 3U — 6U)~~	~~$150.00/$175.00~~
~~Youth Soccer (Spring/Fall, 8U)~~	~~$200.00/$225.00~~
~~Youth Soccer (Spring/Fall, 10U — 12U)~~	~~$250.00/$275.00~~
~~Youth Baseball & Softball (Summer)~~	~~$300.00/$325.00~~
~~Youth Baseball & Softball (Fall)~~	~~$175.00/$200.00~~

Athletics	
	Team Fee (Resident/Non-Resident)
Youth Athletics (Team Sports)	
Youth Tot-Ball	$125.00/$140.00
Youth Flag Football	$175.00/$200.00
Youth Futsal (3U — 4U)	$150.00/$175.00
Youth Futsal (6U — 8U)	$200.00/$225.00
Youth Futsal (10U — 14U)	$250.00/$275.00
Youth Athletic Tournaments	Varies ($75.00 — $125.00)
Youth Athletics (Individual)	**Player Fee**
Youth Lacrosse (Jr. High Boys)	$200.00
Youth Lacrosse (High School Boys)	$200.00
Youth Lacrosse (High School Girls)	$200.00
Youth Open Gym	Free
Adult Athletics (Team Sports)	**Team Fee**
Adult Basketball (Fall & Winter)	$275.00
Adult Softball (Spring)	$200.00
Adult Softball (Summer)	$300.00
Adult Softball (Fall)	$225.00
Adult Athletics (Individual)	**Player Fee**
Adult Pickleball Open Play	Free
Adult Open Gym	$2.00

Athletic Admissions	
Facility	Admission Fee
Bervin White Baseball/Softball Complex	$2.00 (Ages 12 – 64)
For Youth/Adult Baseball/Softball Games	$1.00 (65+)
Republic Community Center	$2.00 (Ages 12 – 64)
For Youth Basketball/Volleyball Games	$1.00 (65+)

Republic Aquatic Center Daily Admissions	
Type	Admission Fee
Daily Admission (Resident)	$5.00
Daily Admission (Non-Resident)	$6.00
"The Huna" Add-On (Resident and Non-Resident)	$3.00
Non-Swimmer	$1.50
Morning Splash	$2.00
Morning Lap Swim	$2.00
Evening Swim	$2.00
Group Swim (20+ Per Group)	$3.00

Republic Aquatic Center Season Passes	
Type	Fee
Single/Initial Family Member (Resident)	$100.00
Single/Initial Family Member (Non-Resident)	$120.00
Additional Family Member — (Resident)	$20.00

Athletics	Team Fee (Resident/Non-Resident)
Youth Athletics (Team Sports)	
Additional Family Member — (Non-Resident)	$25.00

Republic Aquatic Center Programming Program	Fee
Parent/Child Starfish Swim Lesson	$25.00
Swim Lesson	$50.00
Open Water Exercise	$30.00
Senior Water Exercise	$24.00
Tiger Sharks Swim Team	$75.00

Republic Aquatic Center Rentals Type	Rental Fee
Party Package A (18 People w/Pizza)	$150.00
Party Package A (18 People — No Pizza)	$125.00
Party Package B (36 People w/Pizza)	$275.00
Party Package B (36 People — No Pizza)	$225.00
Facility Rental (75 People or Less)	$150.00/Hour
Facility Rental (76 — 150 People)	$175.00/Hour
Facility Rental (150+ People)	$200.00/Hour
"The Huna" Add-On	$50.00/Hour
"The Huna" Stand Alone	$75.00/Hour

Community Programming Toddler Programming	Individual Fee
Toddler Open Gym	$3.00
Toddler Tumbling	$20.00

Youth Programming	Individual Fee
Okinawan Karate	$90.00 (Initial Family Member) $75.00 (Additional Family Member) $50.00 Uniform Fee
School's Out Program	$25.00
Summer Recreation Day Camp (Full-Time)	$100.00/$90.00
Summer Recreation Day Camp (Part-Time)	$50.00/$45.00
Summer Recreation Day Camp Registration Fee	$15.00
Homeschool PE	$3.00

Senior Citizen Programming	Individual Fee
Arthritis Foundation Exercise Program	Free
Senior Movie Day	Free
Senior Trips	$20.00 — $60.00 (Varies)
Senior Wii Bowling	$2.00

All Ages	Fee
100 Mile Walking Club	Free
Community CPR/First Aid Classes	$50.00

Athletics	
	Team Fee
	(Resident/Non-Resident)
Youth Athletics (Team Sports)	
Special Events	
Special Event	Fee
Father/Daughter Valentine Dance	$25.00/$10.00 (Early)
	$30.00/$15.00 (Late)
Easter Egg Hunt	Free
Community Yard Sale	$15.00
Movies/Events at The Amp (9)	Free
Have-A-Blast Patriotic Celebration	Free
Youth Tigger Triathlon	$25.00 (Early)
	$30.00 (Late)
Adult Tiger Triathlon	$65.00 — $110.00 (Varies)
got Mud? Run	$25.00 (Early)
	$30.00 (Mid)
	$35.00 (Late)
Senior (Citizen) Dine & Dance	$12.00 (Early)
	$15.00 (Late)
Indoor Drive-In Movie	Free
BOOgie Bash	Free
Treat Yourself in Republic	Free
Indoor Youth Garage Sale	$10.00
Reindeer Run 5K	$17.00/$25.00 (Early)
	$22.00/$30.00 (Late)
Breakfast with Santa	$3.00 (Breakfast)
	$1.00 (Photo)

Facility/Venue Rentals	
Gymnasiums	Rental Fee
FC Gymnasium (League Fee)	$20.00/Hour
FC Gymnasium (Non-Profit)	$25.00/Hour
FC Gymnasium (Non-Profit, 5+ Hours)	$20.00/Hour
FC Gymnasium (Profit)	$40.00/Hour
FC Gymnasium (Profit, 5+ Hours)	$28.00/Hour

~~Athletics~~	
	~~Team Fee~~
	~~(Resident/Non-Resident)~~
~~Youth Athletics (Team Sports)~~	
~~HC Gymnasium (League Fee)~~	~~$10.00/Hour~~
~~HC Gymnasium (Non-Profit)~~	~~$12.50/Hour~~
~~HC Gymnasium (Profit)~~	~~$20.00/Hour~~
~~Community Rooms~~	~~Rental Fee~~
~~Community Room A (Non-Profit)~~	~~$25.00/Hour~~
~~Community Room A (Non-Profit, 5+ Hrs.)~~	~~$17.50/Hour~~
~~Community Room A (Profit)~~	~~$40.00/Hour~~
~~Community Room A (Profit, 5+ Hrs.)~~	~~$28.00/Hour~~
~~Community Room B (Non-Profit)~~	~~$35.00/Hour~~
~~Community Room B (Non-Profit, 5+ Hrs.)~~	~~$24.50/Hour~~
~~Community Room B (Profit)~~	~~$56.00/Hour~~
~~Community Room B (Profit, 5+ Hrs.)~~	~~$40.00/Hour~~
~~A&B (Non-Profit)~~	~~$50.00/Hour~~
~~A&B (Non-Profit, 5+ Hrs.)~~	~~$35.00/Hour~~
~~A&B (Profit)~~	~~$80.00/Hour~~
~~A&B (Profit, 5+ Hrs.)~~	~~$56.00/Hour~~
~~Community Room C (Non-Profit)~~	~~$15.00/Hour~~
~~Community Room C (Non-Profit, 5+ Hrs.)~~	~~$10.50/Hour~~
~~Community Room C (Profit)~~	~~$24.00/Hour~~
~~Community Room C (Profit, 5+ Hrs.)~~	~~$17.00/Hour~~
~~Party Packages~~	~~$125.00 (Basic)~~
	~~$150.00 (Themed)~~
	~~$200.00 (Upgraded)~~
~~Gerry Pool Senior Center (First 4 Hours)~~	~~$75.00~~
~~Gerry Pool Senior Center (Each + Hour)~~	~~$10.00/Hour~~
~~Pavilions~~	~~Rental Fee~~
~~All Pavilions~~	~~$10.00~~

~~Equipment Rentals~~	
~~Type~~	~~Rental Fee~~
~~Canoe~~	~~$15.00~~
~~Kayak~~	~~$15.00~~
~~Tandem Kayak~~	~~$15.00~~
~~Bounce House~~	~~$25.00/Hour~~

~~Baseball/Softball Field Rentals~~	
~~Type~~	~~Rental Fee~~
~~Baseball / Softball Fields~~	~~$150.00~~

Section 3. Title IV, "Land Use," is hereby amended by amending the following Sections to read as follows:

Section 405.230 **Procedure.**

A. Planned Developments shall proceed toward the planned improvements, subdivision, and/or marketing according to the following process:

1. Procedure For Rezoning. The applicant shall apply to have the property rezoned in accordance with the hearing process set forth in Section **405.980** of this Chapter. In addition to the legal description of the property to be rezoned, the development plan shall be submitted with the rezoning request and shall be subject to review, modification and approval by the Planning and Zoning Commission and Council as allowed in this Chapter.

2. Development Plan Review. Upon application for a rezone to Planned Development District, the Community Development Department shall arrange for the review of the development plan submitted in accordance with the requirements and provisions of Section **405.240**. The Community Development Department staff shall communicate, in writing, any known deficiencies relative to the requirements contained herein as well as a determination of eligibility. Upon the satisfactory completion of that review, the Community Development Department shall arrange for all necessary legal notices and forward the application and development plan to the Planning and Zoning Commission for hearing and consideration. A fee ~~in the amount of five hundred dollars ($500.00)~~ as provided for in the fee schedule found in Section 805.050, shall be paid to the City at the time of submittal, to defray the cost of review.

3. Planning And Zoning Commission Consideration. The City's Planning and Zoning Commission will hold a public hearing concerning the application to rezone and the development plan, such hearing having been properly publicized as required for zoning amendments. The purpose of the hearing is for the Commission to find certain facts pertaining to the development plans conformity to the requirements of this Article as well the adopted plans of the City. Upon the closing of the public hearing, the Commission shall render their findings and vote to make a recommendation to the City Council concerning the approval of the proposed Planned Development District rezone and the approval of the development plan.

4. City Council Consideration. The City Council shall receive the findings of facts and recommendation of the Planning and Zoning Commission and will consider whether to approve the proposed Planned Development District rezone by ordinance. If the Planning and Zoning Commission has not recommended approval of the proposed Planned Development District rezone, the ordinance approving the rezone shall not pass except upon the affirmative votes of at least three-quarters (3/4) of the total membership of the City Council.

5. Rezoning And Development Plan Approval. Upon approval of the rezoning to Planned Development District, the development plan submitted with the rezoning request shall become the general guiding document for the uses to be established in the Planned

Development District. The final plat shall be in substantial conformance with the development plan.

6. Infrastructure Design And Construction. Approved Planned Developments shall be allowed to proceed toward the design and engineering of all necessary public improvements in accordance with the adopted standards and specifications of the City of Republic. All designs shall be reviewed and approved by the Community Development Department and Public Works Department prior to permitting and construction. No construction shall commence except upon the issuance of a permit for the work to be performed.

7. Platting. Upon the acceptance of the construction of all permitted infrastructure, the Planned Development District may be subdivided by the approval and recording of a final plat pursuant to the requirements and procedures of Chapter **410** of the City of Republic's Municipal Code of Ordinances.

8. Building Permits. Upon the approval and recording of a final plat or else upon the securing of all necessary public infrastructure by an appropriate financial surety, permits may be issued for the construction of buildings within the Planned Development District, provided that conditions pertaining to protection of life and safety sufficiently present as determined by the various code officials of the City, including the Building Code and Fire Code officials.

Section 405.680 **Permit.**

Before the issuance of any special permit for any of the above buildings or uses, the application therefore shall be submitted to the City Planning and Zoning Commission for study and report regarding the effect of such proposed building or use upon the character of the neighborhood and upon traffic conditions, public utility facilities and other matters pertaining to the public health, public safety or general welfare. A processing fee ~~in the amount of one hundred seventy-five dollars ($175.00)~~ as provided for in the fee schedule found in Section 805.050, shall be paid to the City upon receipt of an application for a special use permit. No action shall be taken upon any application for a proposed building or use above referred to until and unless the report of the Commission has been filed, but such report shall be made within sixty (60) days after the matter has been referred to it. If the Planning and Zoning Commission recommends against the issuance of the special permit, then it may be issued only by an affirmative three-fourths (¾) vote of the City Council.

Section 405.965 **Application for Board of Adjustment Review.**

A. The procedure for requesting a hearing before the Board of Adjustment shall be as follows:

1. *Submittal requirements.* The applicant shall submit the following to the Director of Community Development:

a. *Application form.* Completion of an authorized application form supplied by the Director of Community Development, including all supplemental information required by that form.

b. *Fees.* Filing and review fees, as established by the City Council, and provided for in the fee schedule found in Section 805.050.

c. A site plan, written narrative, or other information required by the Director of Planning and Development.

2. *Determination of completeness for hearing.*

a. Subsequent to receipt of an application and supporting documents, the Director of Community Development shall determine whether it is complete for purposes of conducting a public hearing. The application is complete for hearing if it includes all of the materials required in Section **405.965(A)(1)**.

b. Upon determination by the Director of Community Development that the application is incomplete for hearing, the Director of Community Development shall notify the applicant. The applicant shall either resubmit or notify the Director of Community Development of a pending resubmittal within a period of thirty (30) days. If the resubmittal of notification of a pending resubmittal are not received within this period, the application shall be deemed withdrawn without prejudice.

3. *Public hearing.* Upon determination by the Director of Community Development that the application is complete for a hearing, a public hearing shall be scheduled.

a. *Notice of hearing.*

(1) Notice of the location, date and time of the public hearing shall be published in a local newspaper of general circulation at least fifteen (15) days prior to the hearing.

(2) Notice of the location, date and time of the public hearing shall be sent by certified mail to all property owners within one hundred eighty-five (185) feet of the property subject to the hearing's purpose, that measurement excluding rights-of-way.

(3) A sign displaying the location, date and time of the public hearing shall be placed on the property subject to the hearing's purpose. The sign shall be posted in a noticeable place that is clearly visible from the right-of-way.

4. *Withdrawal*. An application for review may be withdrawn prior to the public hearing upon written notice to the Director of Community Development.

Section 405.980 **Procedure For Rezoning.**

A. The following procedures shall be followed in all applications to rezone property within the corporate limits of the City of Republic, Missouri:

1. Printed application blanks for rezoning shall be supplied to the applicant by the Community Development Department. A person or entity can file an application for rezoning only if they own the property or are under a contract for the purchase of said property or have an ownership interest in said property. The City shall charge a processing fee ~~in the amount of two hundred dollars ($200.00),~~ as provided for in the fee schedule found in Section 805.050, plus publication cost and cost of postage for notification of property owners within one hundred eighty-five (185) feet upon receipt of an application for rezoning property in the City.

2. Applicant must complete an application and provide the Community Development Department a list obtained from the County Assessor's Office for property owners lying within one hundred eighty-five (185) feet and must submit such application to the Community Development Department.

3. The Community Development Department shall forthwith submit the application to the Planning and Zoning Commission and shall cause a notice to be published in a local newspaper of a public hearing to be held at the next regular meeting of the Planning and Zoning Commission for the zoning application as well as a notice of the date on which the City Council will meet and consider such application. Both such notices must be published at least fifteen (15) days prior to the hearings.

4. Applicant may appear at the Planning and Zoning Commission hearing and the meeting of the City Council to answer questions with regard to the application and to explain his/her rezoning proposal.

5. Such regulations, restrictions and boundaries may from time to time be amended, supplemented, changed, modified or repealed. In case, however, of a protest against such change duly signed and acknowledged by the owners of thirty percent (30%) or more, either of the areas of the land (exclusive of streets and alleys) included in such proposed change or within an area determined by lines drawn parallel to and one hundred eighty-five (185) feet distant from the boundaries of the district proposed to be changed, such amendment shall not become effective except by the favorable vote of two-thirds (2/3) of all the members of the City Council. The provisions of Section 89.050, RSMo., relative to public hearing and official notice shall apply equally to all changes or amendments.

6. After the public hearing, the Planning and Zoning Commission shall make its final report and recommendation to the City Council on its findings from the public hearing and the City Council shall take no action on the application until such report or recommendation is submitted.

B. (Reserved)

C. Land use regulations, ordinances and restrictions may from time to time be amended, supplemented, changed, modified or repealed. The provisions of Section 89.050, RSMo., relative to public hearing and official notice shall apply equally to all changes or amendments.

D. There shall be a ninety (90) day waiting period for a rezoning request of the same zoning district that has been previously denied by the Planning and Zoning Commission and City Council. The ninety (90) days shall start from the day the request was denied by the City Council.

Section 410.030 **No Contract of Sale.**

Whoever, being the owner or agent of the owner of any land located within the City of Republic, transfers or sells or agrees to sell or negotiates to sell any land covered by the provisions of Articles **II — V** of this Chapter before a subdivision plat has been approved by the City Council and recorded or filed in the office of the Recorder of Deeds of Greene County shall forfeit and pay a penalty ~~of five hundred dollars ($500.00),~~ as provided for in the fee schedule found in Section 805.050 of this code, for each lot or parcel so transferred or sold or agreed or negotiated to be sold. The City of Republic enjoin such transfer or sale or agreement by action for injunction brought in any court of equity jurisdiction or may recover the said penalty by a civil action in any court of competent jurisdiction.

Section 410.120 **Minor Subdivisions Procedures.**

A. *Filing Procedures.* The applicant shall submit a minimum of five (5) copies of the proposed minor subdivision or more, as required by the Community Development Department, a completed application form and applicable application fees ~~in the amount of one hundred twenty dollars ($120.00)~~ as provided for in the fee schedule found in Section 805.050, to the Republic Community Development Department. A completed minor subdivision checklist shall accompany all applications for subdivision.

B. *Review Criteria And Procedures.* An application for minor subdivision shall be reviewed for conformance with the City's zoning and subdivision regulations. The Community Development Department staff, public works staff and the City Engineer shall use the following criteria to review the minor subdivision for its conformance and shall ensure the development in the proposed location:

1. Will be in conformity with the Comprehensive Plan, thoroughfare plan, zoning regulations or other plans officially adopted by the Planning and Zoning Commission and the City

Council*;*

C. *Effect Of Minor Subdivision Approval*. Minor subdivision approval shall confer upon the developer the right that the City will not change the general terms and conditions under which the approval was granted. Within sixty (60) days after approval of the plat by the Community Development Department staff, the subdivider shall file said plat with the County Recorder. The subdivider shall pay the cost of recording the plat, easements, right-of-way deeds and any other related accompanying documents. If the plat is disapproved, the Community Development Department staff shall notify the applicant in writing of the actions and reasons therefore. If the applicant shall fail to record the plat within sixty (60) days, then the plat shall be held for naught.

D. *Information Required.* The following information is required on all minor subdivision plats submitted for approval. The required information may be combined for presentation on one (1) or more drawings or maps. In the interests of clarity, speed and efficiency in the review process, Community Development staff may require that the information be presented on separate or additional drawings or maps. In all cases the minor subdivision plat submission shall be designed in conformity with the Republic Zoning Code, Chapter **405**, and shall include the following information:

1. The proposed subdivision name, the general location, as it is commonly known, or by some other name by which the project may be identified, the name and address of the present owner and sub divider and the surveyor. The City shall supply a case number identifying the minor subdivision prior to submission.

2. Title, scale, north arrow, date of preparation and each date, which a revision was made.

3. Location by section, township, range, City, County, State or if a re-subdivision of an existing or approved subdivision, then by lot or block numbers and name of original subdivision.

4. The names, location and dimensions of adjacent streets within any adjoining subdivision.

5. The plat boundaries shall show the external bearings, distances and internal angles with dimensions in hundredths of feet. A minimum closure of one-tenth of a foot (0.10) or 1:20,000 for distances greater than two thousand (2,000) feet (minimum standards for urban class property survey) to close the traverse within a maximum of one (1) foot in 10,000 feet. All bearings shall be obtained by determination of true north by solar or celestial observation.

6. The boundary lines, location and dimensions of existing and newly created tracts, parcels or lots that are part of the minor subdivision shall be shown on plat. The dimensions and location of all arcs, radii, internal angles, points of curvature and tangent boundaries and other pertinent survey information necessary to an accurate description and location. Survey data shall meet the standards promulgated by the State of Missouri, "Missouri

Minimum Standards for Property Boundary Surveys", Division of Geology and Land Survey, Missouri Department of Natural Resources. All survey datum shall be vertically and horizontally tied to the Missouri Geographical Reference Stations (GRS).

7. Names of adjacent subdivisions and owners of adjoining parcels of unsubdivided land.

8. The exact location and distances of all structures and other physical improvements in relation to proposed lot lines.

9. The extent and location of floodplains, floodways, or other waterways of record; elevations of which, shall be based on applicable Flood Insurance Studies, Flood Insurance Rate Maps, Flood Boundary and Floodway Maps.

10. Location of sanitary sewer, storm sewers, water mains, gas lines, fire hydrants, electric and telephone poles and street lights.

11. Topography, contours at vertical intervals shall be shown as follows:

a. Average slope less than six percent (6%)—two (2) foot interval contour map

b. Average slope over six percent (6%)—five (5) foot interval contour map

12. Existing zoning classification of the minor subdivision and adjacent area.

13. Setback lines on all lots and other sites.

14. Certification by Missouri registered land surveyor as to accuracy of survey as such:

That I, _____, do hereby certify that this plat was prepared under my supervision from an actual survey of the land herein described prepared by _____ dated _____ and signed by _____ L.S. No. _____ and that the corner monuments and lot corner pins shown herein were placed under the personal supervision of _____ L.S. No. _____ in accordance with the Division of Geology and Land Survey, Missouri Department of Natural Resource's "Minimum Standards for Property Boundary Surveys".

Date Prepared: _____

Signature: _____

Missouri L.S. No. _____

15. Certificate of Approval by the Community Development staff (to be placed on plat) which shall be provided as follows:

In accordance with the provisions as set forth in the Subdivision Regulations of Republic, Missouri, I _____, do hereby certify that on the _____ day of _____, 20___, the Community Development Department approved the request for a minor subdivision for _____.

Any further subdivision of the above described land or modifications of the land

description(s) will require reapproval in accordance with the Subdivision Regulations of the City of Republic, Missouri.

_____ _____

Community Development Department Date

16. Statement of owner certifying that he/she had title to the land being subdivided:

As owner I 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.

_____ _____

Owner and/or Subdivider Date

E. *Final Submittal.* Final submittal of the Minor Subdivision Plat shall be prepared on a reproducible original (mylar) twenty-four (24) inches by thirty-six (36) inches or those dimensions required by the Greene County Recorder of Deeds. In addition to the original the City may require additional elements to incorporate the Minor Subdivision into the City map. The following items shall be submitted:

1. Sixteen (16) inches x twenty-four (24) inches scaled reproducible mylar for the City's plat book.

2. Four (4) blue line copies (24" x 36").

3. All applicable off-site easements and right-of-way deeds.

4. Copy of private and restrictive covenants to be recorded.

5. Digital copy of subdivision plat, cad file, etc. for City map upgrades.

~~F~~. ~~*Sidewalks*. The Public Works Director may approve a builder, owner or subdivider of a minor subdivision to pay the City twelve dollars ($12.00) per linear foot of sidewalk instead of building the sidewalk. This shall not apply to major subdivisions or to lots, which are already developed (existing structures, houses, etc.) that are part of the minor subdivision.~~

Section 410.140 **Application For Preliminary Plat.**

The developer shall submit a minimum of five (5) copies of the proposed Preliminary Plat or more, as required by the City, a completed application form and applicable application fees ~~in the amount of two hundred twenty-five dollars ($225.00) plus one dollar ($1.00) for each lot,~~ as provided for in the fee schedule found in Section 805.050, to the Republic Community

Development Department at least twenty (20) working days prior to the meeting at which approval is requested. A completed Preliminary Plat checklist shall accompany all applications for major subdivisions.

Section 410.210 **Procedure For Submission of Subdivision Improvement Plans.**

A. *Preparation Of Plans.* It shall be the responsibility of the developer to have construction plans for streets, utilities and other required improvements prepared and submitted to the City for review. The Construction Plans for all aspects of the site development shall be prepared by a qualified professional engineer, registered in the State of Missouri. All improvements shall be designed and constructed in accordance with requirements of Article **VI**. General Principles of Design and Minimum Requirements for the Layout of Subdivisions and in accordance with the "Construction Specifications for Public Improvements, City of Republic", as amended from time to time, on file with at the offices of the City of Republic Public Works Department and incorporated herein by reference. Five (5) copies shall be submitted for review to the Public Works Director. The Construction Plan shall be any scale from (1 inch = 10 feet) through (1 inch = 50 feet), so long as the scale is an increment of ten (10) feet and is sufficiently clear in reflecting details of the proposed construction. Construction Plans shall be prepared on exhibits 24 inches x 36 inches and shall be bound by staple on one side. All plan sheets shall be prepared to a degree to allow for adequate review and construction. Each page shall contain an approval block for approval from the City of Republic Publc Works Department. The City may require additional details to be developed to establish clarity for review and construction.

B. *Approval Of Construction Plans.* The City Planner shall coordinate review and subsequent approval, with all related City departments, the Public Works Director and City Engineer, of the Construction Plans. If the City Planner determines that the plans do not meet the minimum standards and require modification, correction and are not approvable, than the City Planner shall forward a letter to the developer and his/her engineer stating the deficiencies. After all related deficiencies have been addressed and approval is given by all related departments and the City Engineer, the City Planner shall issue an appropriate letter certifying approval and notice to proceed with an application for water and sewer main extension and other related permits from outside agencies.

C. *Review By Outside Agencies.* Engineering drawings of all required improvements shall be reviewed and approved by the City, except for improvements to be made under the jurisdiction of other Municipal, County or State agencies, in which case the drawings shall be submitted to the appropriate agency for review and approval. Where review and approval of engineering drawings is made by such agency, the City Planner shall be given written confirmation that the necessary reviews have been completed and approvals have been granted.

D. *Review By Consultants.* Expenses incurred by the City for required reviews, inspections,

and/or related testing shall be reimbursed to the City, by the developer, for all costs incurred by it in performing such review, inspection and/or testing, including all professional fees incurred as a result thereof. To insure payment or reimbursement of such costs, fees and expenses, all developers, and such other persons or entities associated with developers, as the Community Development Department deems appropriate, shall execute a promissory note, payable to the order of the City on demand, in such amount as is anticipated to cover such costs, fees and expenses. The maker or makers of such promissory note may satisfy the same by the timely payment of all costs, fees and expenses incurred by the City as identified hereinabove. Such promissory note shall provide for the payment of interest at no less than twelve percent (12%) per annum from and after the date of demand and shall further provide for the payment of attorney fees by the maker or makers in the event of default.

E. *Pre-Construction Meeting And Final Plan Submittal.* The City Planner shall coordinate a pre-construction meeting with the developer, Project Engineer, Construction Inspector, Public Works Director, general contractor, all appropriate subcontractors and department heads. All related construction practices, policies and requirements will be discussed and established at the pre-construction meeting. It is the responsibility of the applicant, engineer and contractor to check and review all City requirements relating to the construction of public improvements. A minimum of four (4) sets of approved plans prepared on twenty-four (24) inches by thirty-six (36) inches bound plan sheets and five (5) sets prepared on twelve (12) inches by eighteen (18) inches bound plan sheets shall be submitted at or before the pre-construction meeting.

F. *Construction Permit.* No person, firm or corporation shall develop, install, alter, grade, remove vegetation, fill or modify any tract of land, roadway or any City-owned utility within the City of Republic or cause the same to be undertaken without first securing the approval of the construction plans as required by this Chapter or other City ordinances. The City shall charge a ~~fee as part of the~~ construction permit fee, ~~in the amount of two hundred dollars ($200.00) per acre of developed property~~ as provided for in the fee schedule found in Section 805.050, for plan review and field inspection of all related public infrastructure including water, sewer, streets, stormwater and related infrastructure to be dedicated to the City as part of the development.~~; thirty-five dollars ($35.00) per fire hydrant for flow classification and painting; one hundred fifty dollars ($150.00) per each combination sign installed; one hundred twenty-five dollars ($125.00) per each individual sign installed; thirty dollars ($30.00) for a construction specifications book; and one dollar twenty-four cents ($1.24) per linear feet of off-site utility(ies) installation in excess of two hundred (200) linear feet.~~ Furthermore, no construction permit shall be issued until the following has been received:

1. Receipt of paid construction permit fees on file relating to inspection of infrastructure.~~, signage and water and sewer testing.~~

2. The minimum number of approved construction plans to the City Planner, sealed by the

Project Engineer and signed under the hand of the Public Works Director or his/her designee.

3. Approvals and permits from other affected County, State or Federal agencies.

4. All off-site utility easements drainage easements and right-of-way deeds shall be recorded by the County Recorder of Deeds and provided to the City at or before the pre-construction meeting.

G. *Phasing.* Where a subdivision is to be developed in phases, the provisions of this Article shall apply to each phase. However, improvements and financial guarantees may be required to extend beyond the boundaries of a subdivision phase if such extension is necessary to ensure the relative self-sufficiency of the phase pending completion of the entire subdivision. Improvements and financial guarantees may also be required for public infrastructure beyond the boundaries of a particular phase of the subdivision in order to secure the construction of planned infrastructure improvements that are necessitated in order to conform to the City's adopted Comprehensive Plan or constituent parts thereof. Such extensions, schedules, and similar arrangements shall be set forth in an agreement between the developer and the Council prior to approval of the Final Plat.

H. *Modification During Construction.* All installation and construction shall conform to the approved engineering drawings. However, if the developer chooses to make minor modifications in design and/or specifications during construction, he/she shall make such changes at his/her own risk, without any assurance that the City will approve the completed installation or construction. It shall be the responsibility of the developer to notify the City of any changes from the approved drawings. The developer may be required to correct the installed improvement so as to conform to the approved engineering drawings.

I. *As-Built Drawings.* The developer shall submit to the City Planner at least five (5) sets of "as-built" engineering drawings of the required improvements that have been completed. The Project Engineer shall certify each set of drawings in accordance with the requirements of Section **410.360**.

Section 410.230 **Application For Final Plat.**

The developer shall submit a completed application and applicable fees ~~in the amount of two hundred twenty-five dollars ($225.00) plus one dollar ($1.00) for each lot,~~ as provided for in the fee schedule found in Section 805.050, a completed Final Plat checklist, final inspection fees, sign installation fee, and a minimum of five (5) copies of the proposed Final Plat or more, as required by the City Planner, to the Republic Community Development Department at least twenty (20) working days prior to the meeting of the City Council at which the plat is to be considered for approval. A Final Plat and application shall not be accepted for review after the two-year anniversary date of the City Council's Preliminary Plat approval.

Section 410.470 **Sidewalks and Greenways.**

A. Unless otherwise approved, sidewalks shall be required on both sides of all existing and new Secondary Arterial Streets and Collector Streets and one (1) side of all existing and new Local Streets, with the following exception:

1. The Planning and Zoning Commission may deem it unnecessary to require sidewalks on interior streets in industrial subdivisions.

~~2. The Director of Public Works may allow a developer, owner or subdivider of a subdivision to pay the City twelve dollars ($12.00) per linear foot of required sidewalk in lieu of constructing the sidewalk.~~

B. The Planning and Zoning Commission may require greenways along Secondary Arterials according to the City's Transportation Plan.

Section 415.130 Sign Permits and Inspections.

A. *Permits Required.*

1. Except as otherwise provided in this Code, it shall be unlawful for any person to erect, repair, improve, maintain, convert or manufacture any sign or cause the same to be done without first obtaining a sign permit for each such sign from the Community Development Department. In connection with the sign permit, an application fee as provided for in the fee schedule found in Section 805.050, ~~the amount of thirty dollars ($30.00)~~ shall be charged, upon receipt of an application for a sign permit. No sign permit shall be issued except to a person licensed to do business in the City or to a person exempt from the City licensing provisions.

2. Every sign permit issued by the Community Development Department shall become null and void if work on the sign is not commenced within one hundred eighty (180) days from the date of such permit. If work authorized by such permit is suspended or abandoned for ninety (90) days after the work is commenced, the sign shall be considered abandoned unless a new permit shall be first obtained to proceed with the work on the sign, provided that no changes have been made in the original plans.

B. *License.* No person shall perform any work or service for any person or for any government entity in connection with the erection, repair, improvement, maintenance, conversion or manufacture of any sign in the City, or any work or service in connection with causing any such work to be done, unless such person shall first have obtained a business license and paid the license fees provided for by the City, or shall be represented by a duly licensed

person.

C. *Application For Permit.* Application for a permit shall be made to the Community Development Department upon a form provided by the City and shall be accompanied by such information as may be required to ensure compliance with all appropriate laws and regulations of the City including, but not limited to:

1. Name, address and business license number of permit application.

2. Name and address of owner of sign.

3. Name and address of the owner and the occupant of the premises where the sign is located or to be located.

4. Name and address of architect and or engineer responsible for design (see latest building code adopted by the City, as established in Chapter 500).

Drawings shall require a seal by an architect or an engineer when the sign is a roof sign, or the surface is twenty (20) feet or more from grade, or when the structural integrity of the sign is questioned.

5. Clear and legible drawings with description showing the precise location of the sign which is the subject of the permit and all other existing signs on the same premises or as otherwise specified by the Community Development Department.

6. Drawings showing the dimensions, construction supports, sizes, materials of the sign, and method of attachment and character of structural members to which attachment is to be made.

7. The Community Development Department shall issue a permit for work to be done on a sign when an application therefore has been properly made and the sign complies with all appropriate laws and regulations of the City.

D. *Denial Or Revocation.*

1. The Community Development Department may, in writing, suspend, deny or revoke a permit issued under provisions of this Section whenever the permit is issued on the basis of a misstatement of fact, fraud or non-compliance with the Chapter.

2. When a sign permit is denied by the Community Development Department, written notice shall be given of the denial to the applicant, together with a brief written statement of the reason for the denial. Such denials shall have referenced the Section of the Sign Code or other pertinent Code used as a standard for the basis of denial.

Section 425.150 **Restrictions.**

A. Outdoor furnaces are prohibited in the City of Republic, except as specifically authorized in this Article.

B. An owner or person in control of an outdoor furnace which exists in the City as of the effective date of this Article may operate the outdoor furnace and the outdoor furnace may remain in place, only if the owner or person in control of the outdoor furnace applies for an outdoor furnace permit within thirty (30) days of the date of the City mailing notice. The permit may be issued with conditions upon bringing the outdoor furnace into compliance with this Article within sixty (60) days of the date of the City mailing notice with the exception of Subsection **(C)(1 — 3)**. The issuance of the permit shall act as an exception to this Article and is subject to annual renewal.

C. Outdoor furnaces placed in use after the effective date of this Article must meet these requirements in order to qualify for the issuance of a permit and no outdoor furnace shall be allowed to operate without issuance of a permit. Upon application for a permit, the Building Official or his designee shall inspect the outdoor furnace and shall issue a permit for the outdoor furnace, so long as the outdoor furnace is in compliance with the following standards and requirements:

1. No outdoor furnace shall be located on a parcel less than three (3) acres and outdoor furnaces are prohibited from being located in any area that is part of a platted subdivision consisting of lots of less than three (3) acres in size.

2. Every outdoor furnace shall be located at least three hundred (300) feet from any dwelling owned by another in existence on the effective date of this Article.

3. Every outdoor furnace shall be located at least fifty (50) feet from any property line.

4. Every outdoor furnace shall have a chimney (also referred to as a "stack") that extends at least fifteen (15) feet above the grade plane and at least two (2) feet higher than the height of the highest roof peak of any dwelling (owned by one other than the owner of the outdoor furnace and in existence on the effective date of this Article) located within five hundred (500) feet. For purposes of this Article, "*grade plane*" means the average level of the finished grade at the structure within which the outdoor furnace is located, with four (4) or more corner points utilized for determining the average. For those outdoor furnaces operating in the City on the effective date of the original ordinance, the owner of the furnace may apply for a modification of the height requirement of this subparagraph. If it can be shown to the Building Official that a lesser height does not create an inappropriate amount of smoke on properties within five hundred (500) feet of the outdoor furnace, the Building Official may authorize in writing a deviation from this requirement to remain in place so long as no nuisance is created by the height deviation.

5. The outdoor furnace shall comply with the provisions of the Fire Code, the Mechanical Code, the Zoning Ordinance and all other applicable Statutes, regulations and ordinances including qualifying for the Environmental Protection Agency Voluntary Compliance Program or by virtue of compliance with specific standards adopted by the Environmental Protection Agency for wood furnaces. For those outdoor furnaces operating in the City on the effective date of the original ordinance, the owner of the furnace may provide the City a sworn affidavit stating that the furnace was installed in compliance with the manufacturer's instructions or may submit a letter from the manufacturer or the manufacturer's authorized representative stating that the outdoor furnace has been installed in compliance with the manufacturer's instructions in lieu of providing the proof of compliance with the Environmental Protection Agency requirements referred to above. Acceptance of the affidavit or manufacturer's letter does not relieve the outdoor furnace owner of the responsibility of operating the outdoor furnace so as not to create a nuisance.

6. Failure by the owner of the outdoor furnace or the person who owns or is in control of the property upon which it is located to apply for the permit required by this Article; or to bring the outdoor furnace into compliance with the requirements of the Article within the time frame required; or the failure or refusal to comply with the conditions of any exception granted under this Article shall constitute a violation of this Article.

7. No outdoor furnace in existence on the effective date of this Article that would otherwise be prohibited but for the granting of an exception as provided for herein shall be replaced with a new outdoor furnace unit nor shall it be repaired if such repair involves more than fifty percent (50%) of the parts being repaired or replaced.

8.

a. All outdoor furnaces in the City in existence on the effective date of this Article that would otherwise be prohibited but for the granting of an exception as provided for herein may continue to operate until such time as the conditions set out in Subparagraphs (7) or (9) of this Subsection occur or until such time as the furnace cannot pass safe operating standards during inspection or until such time as the operation of the furnace is determined to be a nuisance.

b. If an outdoor furnace in the City that is not in violation of this Article becomes in violation of Subparagraphs (1 — 3) above due to development within the City, the provisions of Subparagraphs (7) and (9) shall apply to termination of use of the outdoor furnace and including termination of use if the furnace cannot pass safe operating standards during inspection or until such time as the operation of the furnace is determined to be a nuisance.

9. Prior to the completion or consummation of a sale or transfer of any real property on or after the effective date of this Article, all existing and/or installed outdoor furnaces that would otherwise be prohibited but for the granting of an exception as provided for herein shall be removed or rendered permanently inoperable.

10. The permit is annually renewable and is subject to inspection and verification of compliance with this Article before the renewal of the permit is granted.

D. Every owner or person in control of an outdoor furnace shall comply with the following requirements and standards immediately:

1. Outdoor furnaces must meet all specifications provided by the manufacturer. In addition, outdoor furnaces must conform to any State construction code provisions that apply and to the City Fire Code ordinance.

2. No more than one (1) outdoor furnace shall be permitted on any parcel. Failure to comply with any of these requirements shall constitute a violation of this Article.

3. No person that operates an outdoor furnace shall use a fuel other than the following:

a. Clean wood i.e., firewood with no foreign substances and properly cured;

b. Wood pellets made from clean wood;

c. Home heating oil in compliance with the applicable sulfur content limit or natural gas may be used as starter fuels for dual-fired outdoor hydronic heaters; and

d. Other fuels as approved by the City.

4. Upon application for a permit, the applicant shall provide a letter from applicant's homeowner's insurance carrier stating that the use of the outdoor wood furnace is covered by the homeowner's policy.

E. *Prohibited Fuels.* No person shall burn any of the following items in an outdoor hydronic heater:

1. Any wood that does not meet the definition of clean wood;

2. Garbage;

3. Tires;

4. Lawn clippings or yard waste;

5. Materials containing plastic;

6. Materials containing rubber;

7. Waste petroleum products;

8. Paints and paint thinners;

9. Chemicals;

10. Coal;

11. Glossy or colored papers;

12. Construction and demolition debris;

13. Plywood;

14. Particleboard;

15. Salt water driftwood;

16. Manure;

17. Animal carcasses; and

18. Asphalt products.

F. All outdoor furnaces shall be subject to periodic inspection by the Building and/or other Code Inspector and by the Fire Chief or his designee to assure that all provisions of this Article have been and continue to be, satisfied.

G. The fee for an outdoor furnace permit shall be provided for in the fee schedule found in Section 805.050 ~~determined by resolution of the City Council~~ to cover anticipated reasonable costs of inspections and administration of this Article.

H. No person, regardless of having been issued a City permit for operation of an outdoor furnace, shall operate an outdoor furnace in such a manner as to create a public nuisance. The following factors are a non-exclusive list of factors that may be considered in determining if a nuisance exists:

1. Emissions from the outdoor furnace exhibit black or dark grey smoke for any continuous fifteen (15) minute period.

2. Malodorous or noxious odors are produced from the outdoor furnace which are detectable outside the property of the person on whose land the outdoor furnace is located.

3. The emissions from the outdoor furnace cause damage to vegetation, livestock, domestic animals or property.

4. Operation in violation of any of the manufacturer's requirements, the requirements of this Article or any other provision of the City Code or State or Federal laws or regulations.

Section 435.010 **Annexation Territory.**

A. Property owners wishing to annex their property into the City of Republic shall fill out an application and pay the fee as provided for in the fee schedule found in Section 805.050, and submit it to the Community Development Department. ~~The current processing fee is two hundred twenty-five dollars ($225.00) subject to change by ordinance.,~~

B. All properties annexed into the City shall immediately be classified in the zoning district that most closely corresponds to the County zoning district in which it was previously located or a zoning district which most closely defines the existing uses thereon. The existing zoning classification shall be made known at the time of annexation.

Section 4. Title V, "Building and Construction," is hereby amended by amending the Sections below to read as follows:

Section 500.050 **Building Permit Fees and Certain Fees Associated Therewith.**

A. Validity Of Permit Applications.

1. Applications for permits required by the City of Republic's building codes or land use regulations shall only be accepted as valid upon the receipt of completed and properly authorized application documents by the Community Development Department. All application documents shall be signed by the property owner or an appropriately authorized designee or representative before they are valid. Valid applications shall be deemed to have been abandoned one hundred eighty (180) days after the date of filing if the application has not been otherwise denied or permitted in accordance with this policy and the regulations of the City.

2. The validity of applications may be extended by the Community Development Director and/or their designee for a period not-to-exceed an additional one hundred eighty (180) days. Such an extension shall be requested in writing and justifiable cause or evidence of good faith in pursuing the permit shall be demonstrated by the applicant before an extension may be granted. The Community Development Director and/or their designee may exercise discretion in determining whether the extension is justified as well as to what length of time the validity shall further extend.

B. Issuance Of Permits. Permits shall not be issued except upon the proper signature of the Community Development Director and/or their designee as well as the applicant and/or their authorized representative. The Community Development Director may withhold the issuance of a permit for the following reasons:

1. Failure of the applicant or their contractor to pay any outstanding fees associated with the

subject permit or other permits, licenses or programs of the City.

2. Existing and continuing violations of the City's building codes for which the applicant or their contractor are responsible.

C. Validity Of Permits.

1. Unless otherwise expressly authorized by the Community Development Director and/or their designee upon the permit document, the validity of a permit issued pursuant to this policy shall be for one hundred eighty (180) days from the date the permit is issued by the Community Development Department and signed by the applicant and/or their authorized representative.

2. If the work authorized on the site by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced, the permit shall be deemed invalid. Work shall be deemed to have been suspended or abandoned if continuous and substantial progress is not made under the terms of the permit during any one hundred eighty (180) day period. Substantial progress is determined by one (1) or more of the required inspections being passed.

3. The validity of building permits, unless otherwise expressly limited by the building permit, shall automatically extend for periods of ninety (90) days upon the passing of required inspections from the date of that same inspection.

4. The Community Development Director and/or their designee are authorized to grant, in writing, one (1) or more extensions of time for periods of not more than one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause must be demonstrated to allow for the granting of an extension. In no event shall there be more than three (3) one hundred eighty (180) day extensions granted for a project unless substantial facts can be shown to justify an extension beyond three (3) extensions. The burden is on the permit holder to present substantial evidence of a hardship not caused by the actions or inactions of the permit holder to justify an extension beyond three (3) one hundred eighty (180) day extensions.

D. Validity Of Occupancy Certificates. Certificates of Occupancy properly issued by the Community Development Department in accordance with the provisions of the adopted building codes shall remain effective until such time that:

1. Permitted work commences and is completed and all necessary inspections are passed, after which a new Certificate of Occupancy shall be issued that supersedes any previous occupancy certificates.

2. A Change in Use or Occupancy occurs that invalidates or is otherwise incongruent with the existing occupancy certificate, including changes in business licensees conducting business or other uses within the building.

E. Permit Fee Schedule.

1. Local Multiplier. The local multiplier variable employed within the formulas contained herein shall be recommended annually to the City Council by the Community Development Director. The multiplier shall be determined according to careful evaluation and projection of the ensuing fiscal year in order to determine a multiplier that, based upon projections, will adequately fund the Building Services program of the Community Development Department.

2. Square Foot Construction Cost. The square foot construction cost variable employed within the formulas contained herein shall be determined according to the Building Valuation Data table ~~published semi-annually~~ by the International Code Council (ICC) and as determined and provided for in the fee schedule found in Section 805.050. Where buildings contain varied square foot construction costs, the permit formula shall account for varied construction costs for certain areas of the building.

3. Area Modifier. The area modifier variable employed within the formulas contained here shall be intended to modify the permit fee in recognition of the economies of scale inherent in reviewing and inspecting larger commercial buildings. The area modifier shall be applied to the permit fee according to the following table:

Building Floor Area	**Area Modifier**
0 — 10,000 Square Feet	1.0
10,000 — 20,000 Square Feet	0.5
20,000 — 30,000 Square Feet	0.4
30,000 — 40,000 Square Feet	0.3
40,000 — 50,000 Square Feet	0.2
50,000+ Square Feet	0.1

4. New Residential Buildings (Dwellings) And Additions. The fee for a new residential dwelling building permit shall be calculated as follows:

a. Fee = Gross Floor Area x Sq. Ft. Building Valuation Data ~~Construction Cost~~ x Local Multiplier.

5. Residential Remodels. The fee for residential remodels, alterations, or renovations requiring multiple inspections shall be calculated as follows:

a. Fee = Area of Work x Sq. Ft. Building Valuation Data~~Construction Cost~~ x Local Multiplier x 0.75.

b. The fee for residential remodels, alterations, or renovations that require only a single inspection shall be ~~fifty dollars ($50.00).~~ as provided for in the fee schedule found in Section 805.050. Examples of this type of work include the installation, replacement or repair of individual mechanical, electrical, or plumbing fixtures or other minor work that

would typically only require a minimal inspection to ensure compliance with the applicable regulations.

6. New Commercial Buildings Or Additions. The fee for new commercial buildings or additions shall be calculated as follows:

a. Fee = Gross Floor Area x Sq. Ft. Building Valuation Data~~Construction Cost~~ x Local Multiplier x Area Modifier.

7. Commercial Remodels. The fee for commercial remodels, alterations, renovations or infills requiring multiple inspections shall be calculated as follows:

a. Fee = Area of Work x Sq. Ft. Building Valuation Data~~Construction Cost~~ x Local Multiplier x Area Modifier x 0.75.

b. The fee for commercial remodels, alterations, or renovations that require only a single inspection shall be ~~fifty dollars ($50.00).~~ as provided for in the fee schedule found in Section 805.050. Examples of this type of work include the installation, replacement or repair of individual mechanical, electrical, or plumbing fixtures or other minor work that would typically only require a minimal inspection to ensure compliance with the applicable regulations.

8. Accessory Structures — Residential. The fee for a permit for a structure accessory to a residential use shall be calculated as follows:

a. Two hundred (200) square feet or less =~~$20.00.~~as provided for in the fee schedule found in Section 805.050 of this code.

b. Greater than two hundred (200) square feet = Gross Floor Area x Sq. Ft. ~~Construction Cost~~ x Local Multiplier.

9. Miscellaneous Permit Fees. Permit fees shall be provided for in the fee schedule found in Section 805.050~~for the following types of work are listed in the table below~~. The fee for permitted work unable to be appropriately categorized, shall be provided for in the fee schedule found in Section 805.050. ~~contained herein shall be charged a fee equal to ten dollars ($10.00) for every one thousand dollars ($1,000.00) of estimated construction value.~~

~~Type of Permit~~	~~Permit Fee~~
~~Swimming Pool~~	~~$50.00~~
~~Fence~~	~~$20.00~~
~~Demolition~~	~~$50.00~~
~~Occupancy Change~~	~~$50.00~~
~~Ground Level Porch/Deck~~	~~$20.00~~
~~Elevated Porch/Deck~~	~~$50.00~~
~~Temporary Structures~~	~~$50.00~~

10. Renewal Of Permits. Provided that the work subject to the permit remains in compliance

with current regulations, an expired permit may be renewed by paying a fee equal to fifty percent (50%) of the original permit fee. Permits that have been expired for longer than eighteen (18) months shall pay the full amount that would be due under the current fee schedule.

11. Refund Of Permit Fees.

a. An administrative error resulting in a miscalculated or otherwise erroneously collected fee will be eligible for a refund of any fees collected erroneously.

b. Building permits for which construction did not commence may be eligible for a partial refund provided that:

(1) The City shall retain an ~~thirty percent (30%)~~ administrative fee as provided for in the fee schedule found in Section 805.050. ~~If the original permit fee was less than fifty dollars ($50.00), then no refund shall be provided.~~

(2) The building permit must be valid and not expired. Building permits that have been granted an extension will not be considered for refund. The request must be received by the Planning and Development Department within the original one hundred eighty (180) day permit validity timeframe. If a refund is not requested within the original one hundred eighty (180) day validity period, eligibility shall be deemed to be waived.

(3) Before any refund is issued by the City, the building site must be inspected and any stored material or alteration to the site by pre-construction activity must be undone and all disturbed soil must be reseeded.

12. Penalty Fees.

a. Work Without A Permit. Work requiring permitting that is performed prior to the issuance of any necessary permits shall have the permit fee doubled. The Community Development Director may suspend the penalty fee under the following conditions:

(1) The offending party can demonstrate that they were acting in good faith.

(2) The offending party has not previously committed the same offense within the prior twelve (12) months.

b. Re-Inspection Penalty. A re-inspection penalty fee ~~of fifty dollars ($50.00)~~ as provided for in the fee schedule found in Section 805.050, may be collected for the re-inspections caused by the following circumstances:

(1) Work not ready for inspection, including, but not limited to, the work not being installed or constructed when the Building Official arrives on site.

(2) Re-inspecting previously inspected work that has not been corrected.

(3) Jobsite not accessible to the Building Official after second attempt, when the contractor has control of access.

(4) Failure to have a set of approved plans and specifications on site on two (2) or more occasions.

13. Plan Review Fees are collected for residential and commercial building permits as provided for in the fee schedule found in Section 805.050. ~~Plan review fees shall be collected according to the following schedule.~~ Plan review fees may not be collected for single-inspection projects that require minimal plan review.

~~Type of Permit~~	~~Review Fee~~
~~New Single- or Two-Family Residential Building or Addition~~	~~$50.00~~
~~Single- or Two-Family Residential Remodel (multi-inspection project)~~	~~$25.00~~
~~Multi-Family Residential~~	~~10% of Permit Fee or $50.00, whichever is more~~
~~Commercial~~	~~10% of Permit Fee or $50.00, whichever is more~~

Section 500.060 **Emergency Notification System Impact Fees.**

A. An Emergency Notification System Impact Fee shall be charged for all new construction beginning May 1, 2005, for the construction of expanded emergency notification facilities. ~~according to the following schedule:~~

1. Impact fees are collected for single-family residential development prior to final plat approval. Impact fees are collected for all other development prior to construction permit approval. Impact Fee Schedule is provided for in Section 805.050.~~Single-family residential: thirty dollars ($30.00) per acre collected prior to final plat approval. All other development: thirty dollars ($30.00) per acre collected prior to construction permit approval.~~

2. No Emergency Notification System Impact Fees shall be assessed on existing structures or to residential property that is to be remodeled. All monies will be deposited in an Emergency Notification System Improvement Fund to be used only for expansion or dire emergency.

Section 500.080 Building Demolition.

A. In the case of building demolition, an application for a demolition permit will be completely filled out and submitted to the Building Official and City Engineer, all fees will have been paid and the following procedure shall be followed before demolition is

commenced:

~~1.~~ ~~Demolition Permit Fee. A fee of fifty dollars ($50.00) shall be paid upon the issuance of a demolition permit.~~

1~~2~~. Permission To Demolish. In case of a contracted demolition, the application must be signed by the owner of the property or otherwise accompanied by written consent of the owner for the demolition work.

2~~3.~~ Asbestos Or Other Harmful Materials. If asbestos or other harmful materials are present, the owner/applicant must contact the appropriate agency to determine the extent and proper means of disposal.

3~~4.~~ Disconnection Of Public Utilities. The Building Official and City Engineer shall confirm that all connections to public utilities (water, wastewater, electric, gas, telecommunications, etc.) have been properly severed before issuance of a demolition permit.

4~~5.~~ Notify Adjacent Property Owners. If the Building Official finds that the demolition work to be conducted is expected to affect adjacent properties, the Building Official can require the applicant to notify the owners of adjacent properties of the proposed scope of work.

5~~6~~. Temporary Barriers. If the Building Official finds that the demolition work to be conducted is expected to affect adjacent public rights-of-way (streets, sidewalks, alleys, etc.), the Building Official can require temporary barriers be placed where public may come into contact with debris.

6~~7.~~ Notification Of Emergency Services. The Building Official can require that the applicant notify the Republic Fire and Police Departments twenty-four (24) hours in advance of demolition work.

Section 510.100 **Permit Required.**

A. No person shall dig or excavate on or under any public right-of-way or easement, for any purpose whatsoever without having first obtained a permit from the Public Works Director. ~~The cost of said permit shall be set out in Appendix V-A at the end of this Title.~~The permit cost is found in Section 805.050.

B. A developer, subdivider or any person or corporation who desires to cut a street, avenue, alley, sidewalk, easement, or right-of-way in the City of Republic shall post a bond in an amount as determined by the Public Works Director from time to time.

C. All repairs shall be completed in accordance with the "Construction Specifications for Public Improvements, City of Republic" on file at the offices of the City of Republic Public Works Department and incorporated herein by reference.

D. All repairs shall be completed within two (2) weeks after the street is cut unless a two (2) week time extension is authorized by the City of Republic Public Works Department.

E. The cash bond shall be returned once the repair has been approved by the City of Republic Public Works Department.

Section 515.040 **Application For Franchise Or ROW Use Agreement Required.**

A. Application Required. An Applicant shall submit a completed application for a Franchise or Rights-of-Way Use Agreement on such form provided by the City. The ROW User shall be responsible for accurately maintaining the information in the application during the term of any Franchise or ROW Use Agreement and shall be responsible for all costs incurred by the City due to the failure to provide or maintain as accurate any application information. The application shall provide information necessary to determine compliance with this Chapter, including but not limited to:

1. Identity and legal status of the Applicant;

2. Name, address, telephone number, and email address of each officer, agent or employee responsible for the accuracy of the application. Each officer, agent or employee shall be familiar with the local Facilities of the Applicant, shall be the Person(s) to whom notices shall be sent and shall be responsible for facilitating all necessary communications, including, but not limited to, certification to the City of any material changes to the information provided in such completed application during the term of any Franchise or ROW Use Agreement;

3. Name, address, telephone number, and email address of the local representative of the Applicant who shall be available at all times to act on behalf of the Applicant in the event of an emergency;

4. Proof of any necessary permit, license, certification, grant, registration, franchise, agreement or any other authorization required by any appropriate governmental entity, including, but not limited to, the FCC or the PSC;

5. Description of the Applicant's intended use of the Rights-of-Way, including such information as to proposed services so as to determine the applicable, Federal, State and local regulatory provisions as may apply to such User;

6. A list of authorized agents, contractors and subcontractors eligible to obtain Permits on behalf of the Applicant. The list may be updated to add such Person at the time of Permit application if the updated information on the application is submitted by an authorized representative of the Applicant;

7. Information sufficient to determine the amount of net assets of the Applicant;

8. Information sufficient to determine whether the Applicant is subject under applicable law to franchising, service regulation, payment of compensation for the use of the Rights-of-Way, taxation or other requirements of the City;

9. Any request including one (1) or more antennas shall also include all requirements for installation of antennas and wireless facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (Sections 67.5090 et seq., RSMo.), Article XI of Chapter **405** of this Code, or other applicable laws; and

10. Such other information as may be reasonably required by the Director to determine requirements and compliance with applicable regulation.

B. Application Deposit Fee. An ~~five hundred dollars ($500.00)~~ application deposit fee as provided for in the fee schedule in Section 805.050 for review, documentation, and approval of such Use Agreement or Franchise shall be established by the City to recover any actual costs anticipated and incurred by the City in reviewing, documenting, or negotiating such ROW Use Agreement or Franchise, provided that no costs shall be included if such inclusion is prohibited by applicable law as to that Person. If the actual costs are thereafter determined to be less than the application deposit fee, such amount shall be returned to the Person, after written request therefrom; if the actual costs exceed the application deposit fee, such Person shall pay such additional amount prior to issuance of any final City approval after written notice from the City. Such application deposit fee shall be provided to the City at the time of submission of the application to the City.

C. Approval Process. Applications for ROW Use Agreements or Franchises may be approved, denied, or approved with conditions consistent with requirements of applicable law or other applicable requirements as may be necessary to fulfill the requirements and objectives of this Chapter. The City may deny or condition any ROW Use Agreement or Franchise where the proposed use would interfere with the public use of the Rights-of-Way or otherwise conflict with the legitimate public interests of the City or as otherwise provided by law. After submission by the Applicant of a duly executed and completed application, application deposit fee, and executed Franchise or Rights-of-Way Use Agreement as may be provided by the Director or as modified by the Director in review of the specific circumstances of the application, all in conformity with the requirements of this Chapter and all applicable laws, the Director shall submit such agreement to the Governing Body for approval. Upon determining compliance with this Chapter, the Governing Body may authorize execution of a Franchise or ROW Use Agreement (or a modified Agreement otherwise acceptable to the City consistent with the purposes of this Chapter) and such executed Franchise or ROW Use Agreement shall constitute consent to use the Rights-of-Way; provided that nothing herein shall preclude the rejection or modification of any executed Franchise or ROW Use Agreement submitted to the City to the extent applicable law does not prohibit such rejection or modification, including where

necessary to reasonably and in a uniform or non-discriminatory manner reflect the distinct engineering, construction, operation, maintenance, public work or safety requirements applicable to the Person.

Section 515.050 **Permit Required; Requirements.**

A. Excavation Permit Required. Except as otherwise provided herein, no ROW User or other Person shall perform Excavation work in the ROW without an Excavation Permit. Any Person desiring to Excavate in the ROW shall first apply for an Excavation Permit, on an application form provided by the City, and submit the application fee and pay all applicable fees to obtain an Excavation Permit, in addition to any other building permit, license, easement, or other authorization required by law, unless such Excavation must be performed on an emergency basis as provided herein. The cost of said Permit shall be set out in Appendix V-1 at the end of Title V. The Director is authorized to draft an application form consistent with the requirements of this Chapter. An Excavation Permit should be obtained for each project unless otherwise provided for in this Chapter. A separate special permit or lease shall be required for Excavation in or use of any real property interest of the City that is not ROW. It shall be unlawful for any Person to perform Excavation work within the City of Republic at any time other than from 6:00 A.M. to 9:00 P.M. Monday through Friday without prior approval from the City, except in the case of an emergency. No work shall be performed during City holidays, except in the case of an emergency. All Excavation Permits shall expire after sixty (60) days from the date of issuance, unless otherwise specified in the Excavation Permit. An Applicant whose Excavation Permit application has been withdrawn, abandoned or denied for failure to comply with this Chapter shall not be refunded the application fee.

B. Facilities Maintenance Permit; Exemptions. No Person shall perform Facilities Maintenance in the Rights-of-Way without first obtaining a Facilities Maintenance Permit from the Director, except where such Facilities Maintenance is expressly authorized by an existing valid Excavation Permit for the applicable Maintenance location or is exempt herein. In addition to the conditions set forth below, conditions of a Facilities Maintenance Permit shall be as established in such Maintenance Permit. All Facilities Maintenance Permits shall expire after sixty (60) days from the date of issuance, unless otherwise specified in such Maintenance Permit. A Facilities Maintenance Permit shall not be required for:

1. ROW Users performing routine Maintenance which does not require Excavation, does not substantially disrupt traffic or pedestrians, and requires no more than sixteen (16) hours to complete, provided that the Maintenance is performed between the hours of 7:00 A.M. and 9:00 P.M.;

2. Emergency situations as more fully described in Subsection **(E)** below; or

3. Contractors working on the construction or reconstruction of public improvements and which are operating pursuant to a contract with the City for such construction.

C. Bulk Permits. The Director shall have the authority to establish procedures for bulk processing of applications and periodic payment of fees.

D. Emergencies. In case of an emergency requiring immediate attention to remedy defects, and in order to prevent loss or damage to Persons or property, it shall be sufficient that the Person making such Excavation or performing such Facilities Maintenance obtain the necessary Permit as soon as possible and may proceed without a Permit when such Permit cannot reasonably be obtained before starting such emergency Excavation or Facilities Maintenance. Notice to the City of the emergency shall be provided at the earliest possible time and the appropriate Permit shall be obtained as soon as reasonably possible, and not later than five (5) business days thereafter, or as otherwise directed by the City. In the event the City becomes aware of an emergency requiring Facilities work the City shall attempt to contact a representative of each ROW User affected, or potentially affected, by the emergency work. If no response is received by a particular ROW User to whom contact is attempted, the Director may take whatever action he/she deems necessary to respond to the emergency, the cost of which shall be borne by the Person whose action or inaction occasioned the emergency or by the ROW User if the emergency was occasioned by an act of nature.

E. Law Compliance Incorporation. Every Permit issued hereunder shall incorporate the requirements and terms of this Chapter, and all applicable ordinances, to the extent permitted by law. The ROW User shall, to the extent allowed by law, perform such work in accordance with the issued permit, all applicable provisions of this Chapter, any applicable ordinances or regulations that may be adopted by the City. In addition, all ROW Users shall be subject to all technical specifications, design and location criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to Permits and fees, sidewalk and pavement cuts, Facility location, construction coordination, surface restoration, and other requirements on the use of the Rights-of-Way, including specifically the latest edition of the "Construction Specifications for Public Improvements, City of Republic." A ROW User shall perform all Excavations or Facilities Maintenance in full compliance with all applicable engineering codes adopted or approved by the City, and in accordance with applicable Statutes of the State of Missouri, and the rules and regulations of the PSC, FCC, and any other local, State or Federal agency having jurisdiction over the parties. The ROW User shall comply with the Excavation requirements of Missouri One Call established by Sections 319.010 et seq., RSMo., as amended. A ROW User shall be responsible for all Excavations or Facilities Maintenance done in the Rights-of-Way on its behalf, regardless of by whom the Excavation or Facilities Maintenance is done.

F. Permit Specific Conditions. The Director may also impose reasonable conditions upon the issuance of a Permit and the performance of Excavation and ROW work in order to protect

the public health, safety, and welfare, to ensure the structural integrity of the Rights-of-Way, to protect the property and safety of other users of the Rights-of-Way, and to minimize the disruption, inconvenience and danger to the traveling public, including applicable permit requirements and design, location, appearance, and other reasonable requirements.

G. Above-Ground Facilities. All new Facilities may be located Above-ground only if approved by the City Council for good cause. Unless extraordinary circumstances exist, good cause shall not include authorization for Above-ground Facilities requiring new poles or major modification to existing Above-ground structures. Above-ground pedestals, vaults, cabinets, or other Facilities may be installed only if approved by the City where alternative Underground Facilities are not feasible or where underground requirements are otherwise waived pursuant to the provisions of this Subsection. Existing conduit shall be used where feasible and available. Where reasonable and appropriate and where adequate Rights-of-Way exists, the ROW User shall place Above-ground Facilities underground in conjunction with City capital improvement projects and/or at specific locations requested by the City provided that such placement is practical, efficient, and economically feasible.

H. Use Of Existing Facilities Required; Exceptions. All new Facilities or structures shall collocate on existing structures or within existing conduit, trenches, or other Facilities to minimize unnecessary use of Rights-of-Way space, reduce potential existing or future interference and obstructions, and to reduce the cost to the public or others therefrom, and to maximize the public's ability to use and license appropriate private or public uses of the Rights-of-Way in the public interest (except where preempted by law or where good cause is established as determined by the City applying these objectives). Where existing structures or Facilities are available, or exist at or near the proposed use, unless otherwise approved, the Applicant must either use such Facilities or file a written request verified by the Applicant for exception specifying the specific reasons why such Facilities are not available or feasible to be used and addressing the objectives hereof.

I. Wireless Antennas And Facilities. Pursuant to City authority, including Section 67.1830(f), RSMo., and to properly manage the limited space in the City's Rights-of-Way, minimize obstructions and interference with the use of the Rights-of-Way by the public, and to ensure public safety, preserve property values, and enforce the public policy to maintain neutrality as to ownership of wireless locations, while also seeking to facilitate delivery of broadband technologies to City residents and businesses, wireless Facilities shall be permitted in the Rights-of-Way only in compliance with the requirements applicable to other Facilities and users in the Rights-of-Way, and the additional requirements set forth in this Section for wireless antennas and Facilities. Any wireless Facilities authorized in the ROW shall be only as authorized in a binding approved ROW Use Agreement, pole attachment agreement, or other written authorization with the City and subject to approval, denial, or condition relating to location, design, height, appearance, safety, specifications for use of City structures, and such zoning, building, or other regulations,

including specifically Chapter **405**, except as may be limited by law.

1. General Conditions. Any wireless Facility in the ROW shall be subject to conditions relating to the location (including prohibited or limited locations), design, height, appearance, safety, radio-frequency, and other interference issues as may be lawfully imposed by the City where necessary or appropriate to protect the public, and to conform to policies and interests of the public as may be set forth in special district plans, historic areas, or other policies as may be reasonably adopted by the Director to address changing infrastructure, technology, and uses of the Rights-of-Way and/or City Facilities.

2. Small Wireless Collocation. Any wireless Facility meeting the requirements of a "Fast Track Small Wireless Facility" as defined by Sections 405.885 and 405.905 of the Zoning Code, may be authorized to be located in the Rights-of-Way with approval of the Director subject to the following additional requirements:

a. Only one (1) Small Wireless Facility shall be permitted per structure in the ROW;

b. No ground equipment shall be authorized;

c. No Small Wireless Facility shall be located in a manner which obstructs or causes a safety concern for vehicle or pedestrian traffic; and

d. If the proposed structure the Applicant proposes to locate its Small Wireless Facility is not structurally sound, but the Director finds such to be a desired location, the director can require the Applicant to install a new substantially similar structure at its cost.

3. New Structures. Wireless Facilities shall not be permitted in the Rights-of-Way on new structures, provided that if evidence warranting an exception is provided by the Applicant pursuant to Section **515.050(H)**, the City Council may grant an exception authorizing a new structure for a wireless Facility if it also determines on a non-discriminatory basis such proposed application is in the public interest in light of the purposes of this Section and Chapter, and provided such use and location has received prior, separate zoning authorization as required by and in compliance with Chapter **405**, to the extent permitted by law. In such circumstances where any new wireless structure application is permitted in the Rights-of-Way, such use shall be subject to reasonable regulations or conditions and including any applicable specifications, compensation, and other terms established by the City in such approval or agreement as necessary or appropriate to preserve the purposes of this Section and Chapter.

4. All Other Wireless In ROW. Any wireless Facility located on an Existing Structure but not meeting the requirements of Subsections **(I)(2)** or **(3)** above, may be approved, subject to conditions as may be imposed consistent with the purposes of this Section, only upon approval by the Council upon a determination by the Council that such wireless Facility is: (1) in the public interest to provide a needed service to persons within the City, (2) cannot feasibly meet all of the requirements of a "Small Wireless" but varies from such

requirements to the minimum extent necessary, (3) does not negatively impact appearance or property values in light of the location, design, and circumstances to be approved, (4) does not create any reasonable safety risk, and (5) complies with all zoning, ROW, and other applicable requirements.

5. Wireless Facility Compensation. Unless otherwise established by the City Council, compensation to the City shall be as follows unless otherwise lawfully provided for in the agreement authorizing such use:

a. If the Small Wireless Facility is to be located on a City owned structure, a pole attachment agreement or other authorization shall be required with terms including insurance, indemnification, and a monthly payment ~~of two hundred dollars ($200.00)~~ as provided for in the fee schedule found in Section 805.050, per attachment or such other compensation as may be lawfully provided for in such agreement or authorization;

b. Pursuant to its authority including under Section 67.1830(6)(f), RSMo., and as may be authorized by Section 67.5094(11), RSMo., the ROW User wishing to install Small Wireless Facilities within the Rights-of-Way shall also pay to the City, in addition to the fees herein, a one-time administrative and zoning fee ~~of five hundred dollars ($500.00)~~ as provided for in the fee schedule found in Section 805.050, per each wireless Antenna installation to partly cover the City's costs and risks, including as may relate to the use of City Rights-of-Way.

6. Application Requirements. Any application including one (1) or more wireless Antennas or Facilities shall include all requirements: (1) for installation of any Facilities in the ROW as set forth in this Chapter, (2) of this Section, and (3) for installation of wireless Antennas and Facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (Sections 67.5090, et seq., RSMo.), Zoning Code, and other applicable law including written proof of consent of landowner (copy of the ROW Use Agreement) and of structure owner (document authorizing use of the structure).

J. Limited Space. The City shall have the power to prohibit or limit the placement of new or additional equipment or Facilities in the Rights-of-Way if there is insufficient space to accommodate all of the requests of potential ROW Users, based on the public interest, public health and safety, the public's priority needs for the particular service, the condition of the Rights-of-Way, the time of year with respect to essential utilities, the protection of existing equipment, and future plans for City projects in the public interest.

K. Exclusion Of Certain Locations/Facilities. To the extent not prohibited by applicable law, prior to its installation of any Facilities in the Rights-of-Way, and after Applicant provides the City with its proposed plans, the City may, in its discretion, designate certain locations or Facilities in the Rights-of-Way to be excluded from use by the ROW User, including, but not limited to, ornamental or similar specially-designed street lights or other Facilities or locations which, in the reasonable judgment of the Director, do not have electrical service

adequate or appropriate for the provider's Facilities, or cannot safely bear the weight or wind loading thereof, or any other Facility or location that in the reasonable judgment of the Director is incompatible with the proposed Facilities, or would be rendered unsafe or unstable by the installation. The Director may further exclude certain other Facilities that have been designated or planned for other use or are not otherwise available for use by the ROW User due to engineering, technological, proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with the reasonable requirements of the ROW User, the City will cooperate in good faith with the ROW User to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial cost nor require the City to acquire new locations for the ROW User.

L. Location, Type, And Design Of Facilities Subject To Approval. The design, location, and nature of all Facilities shall be subject to the review and approval of the Director. Such review shall be on a non-discriminatory basis in application of City policy and approvals shall not be unreasonably withheld. Except as provided herein, all Facilities constructed after the date of this Chapter shall be placed underground, and in conduit, where capable. City height limitations, applicable zoning restrictions, and general City policies with regard to all users of the Rights-of-Way shall also be applicable to all Facilities. The Director may establish such regulations or policies as may be deemed necessary or appropriate to affect this provision.

M. Guarantee Of Work. Every Person to whom an Excavation Permit has been granted or otherwise performed Excavations, shall guarantee for a period of four (4) years the restoration of the Rights-of-Way in the area where such Person conducted an Excavation and performed the restoration. Such Person shall guarantee and pay for the restoration of the Rights-of-Way against sagging, buckling, deterioration, and other premature failures of the restoration. During said guarantee period, the ROW User shall, upon notification from the Director, correct all restoration, Excavation, or work to the extent necessary, using any method as required by the Director. All repairs shall be completed within two (2) weeks after the street is cut (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable) unless a two (2) week time extension is authorized by the Director. In the event the ROW User is required to perform new restoration pursuant to the foregoing guarantee, the Director shall have the authority to extend the guarantee period for such new restoration for up to an additional forty-eight (48) months, or other greater period allowed by law, from the date of the new restoration, if the Director determines there was action by the ROW User not to comply with the conditions of the Excavation Permit and any restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

N. Barricades And Lights.

1. Generally. No person shall make any Excavation in, on, across or adjoining any Rights-of-

Way and shall leave such Excavation open and unguarded. Warning devices shall be placed in accordance with the Manual of Uniform Traffic Control Devices.

2. Removal, Etc. No unauthorized person shall remove, break, or extinguish any lantern or danger Digna 1 which has been placed on any Rights-of-Way to protect persons against accidences.

O. Limit Number Of ROW Users. To the extent not prohibited by law, the City may limit the number of users in the Rights-of-Way in a competitively neutral manner, based upon, but not necessarily limited to, specific local considerations such as:

1. The capacity of the Rights-of-Way to accommodate current or future Facilities, public improvements, or public use;

2. The impact on the community of the volume of Facilities in the Rights-of-Way;

3. The disruption arising from the use of or numerous Excavations of the Rights-of-Way; or

4. Any other consideration based upon the interests of the public safety and welfare.

P. Interference Control. The Person performing Excavation shall cause the Excavation to be done with the least possible injury to the pavement, sidewalk, curbing, parkway, or other surface and shall place the materials from the Excavation where they will cause the least possible inconvenience to the public and permit the uninterrupted passage of water along the gutters. The width of the Excavation shall be no greater than is necessary for doing the work. No Person shall open or encumber more of the Rights-of-Way than is reasonably necessary to complete the Excavation or ROW Work in the most expeditious manner or allow an Excavation to remain open longer than is necessary to complete the work.

Q. Erosion Control. Before new Excavation or construction is commenced and until sodding, planting, concreting, paving, or other final surfacing is in place, which will avoid washing or spreading of dirt and mud onto other property, sidewalks, curbs, gutters, streets, and the Rights-of-Way, the Person performing Excavation shall erect and maintain approved temporary erosion control measures to prevent such washing or spreading of materials. At the end of each day and as required throughout the day during the course of Excavating or construction, dirt and mud on the sidewalks, curbs, gutters, streets, and the Rights-of-Way resulting from work must be removed.

R. Mapping Of Facilities. Upon completion of the ROW work involving installation of new Facilities, the ROW User shall supply the City copies of as-built and detailed maps showing the exact location of Facilities installed in the ROW.

Section 525.070 **Rates And Fees.**

A. This Section governs the rates and fees to collocate small wireless facilities and the rates and fees for the placement of utility poles, but does not limit the City's ability to recover specific removal costs from the attaching wireless provider for abandoned structures or other rates or fees allowed under this Chapter or Sections 67.5110 to 67.5121, RSMo. The rates to collocate on City poles shall be non-discriminatory regardless of the services provided by the collocating applicant.

B. The City shall not require a wireless provider to pay any rates, fees, or compensation to the authority or other person other than what is expressly authorized by this Chapter or Sections 67.5110 to 67.5121, RSMo., (while in effect) for the use and occupancy of a right-of-way, for collocation of small wireless facilities on utility poles in the right-of-way, or for the installation, maintenance, modification, operation, and replacement of utility poles in the right-of-way.

C. Application fees shall be as follows:

1. The total fee for any application under Subsection **(B)** of Section **525.040** for collocation of small wireless facilities on existing City poles shall be ~~one hundred dollars ($100.00)~~ a fee as provided for in the fee schedule found in Section 805.050 per small wireless facility. An applicant filing a consolidated application under Subdivision (11) of Subsection **(B)** of Section **525.040** shall pay ~~one hundred dollars ($100.00)~~ a fee as provided for in the fee schedule found in Section 805.050 per small wireless facility included in the consolidated application; and

2. The total application fees for the installation, modification, or replacement of a pole and the collocation of an associated small wireless facility shall be ~~five hundred dollars ($500.00)~~ as provided for I the fee schedule found in Section 805.050 per pole.

D. Rates.

1. The rate for collocation of a small wireless facility to a City pole shall be ~~one hundred fifty dollars ($150.00)~~ provided for in the fee schedule found in Section 805.050 per pole per year.

2. The City shall not charge a wireless provider any fee, tax other than a tax authorized by Subdivision (3) below, or other charge, or require any other form of payment or compensation, to locate a wireless facility or wireless support structure on privately owned property, or on a wireless support structure not owned by the City.

3. The City shall not demand any fees, rentals, licenses, charges, payments, or assessments from any applicant or wireless provider for, or in any way relating to or arising from, the construction, deployment, installation, mounting, modification, operation, use, replacement, maintenance, or repair of small wireless facilities or utility poles, if not

allowed by this Chapter or Section 67.5116, RSMo., (while in effect).

Section 5. Title VI, "Business and Occupation," is hereby amended by amending the Sections below to read as follows:

Section 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 ~~— original package: $22.50.~~

b. Intoxicating liquor (all kinds)~~— original package: $150.00.~~

c. Malt liquor and light wines ~~— by drink: $52.50.~~

d. Intoxicating liquor (all kinds)~~— by drink: $450.00.~~

e. Common eating and drinking places~~: $300.00.~~

f. Wine and brandy manufacturer~~: three hundred dollars ($300.00).~~

g. Microbrewery~~: three hundred dollars ($300.00).~~

h. Liquor manufacturer not otherwise licensed under this Chapter~~: three hundred dollars ($300.00).~~

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 ~~— original package: $300.00.~~

b. Restaurant bars~~: $300.00.~~

c. Amusement places~~: $300.00.~~

d. Common eating and drinking places~~: $300.00.~~

e. Liquor by the drink — charitable organizations~~: $300.00.~~

3. *Permits.*

a. Temporary permit — by the drink for certain organizations (7 days max.)~~: $37.50.~~

b. Tasting permit~~: $37.50.~~

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).

Section 605.010 General Provisions.

A. *Scope.* The provisions of this Section apply to all business licenses of the City, except where an ordinance concerning a particular business contains a specific provision to the contrary, in which case the specific provision shall apply.

B. *License Required.* It shall be unlawful for a person to operate a business within the City without first having obtained a valid business license or permit. It shall be unlawful for a person to continue to operate a business after the expiration of the license unless an application has been made for a new license and a new license has been issued.

1. Advertising or soliciting constitutes engaging in business. It shall be unlawful for any person who is required by the provisions of this Chapter to secure a license to advertise the activity without first securing such license. The listing in an advertisement of an address which is inside the City or a telephone number which is located inside the City shall constitute prima facie evidence that the person is engaged in the business activity that is being advertised. For purposes of this Section, "*advertising*" means the use of any handbill, billboard, sign, newspaper, radio, loudspeaker, television, telephone listing, computer listing or other message or device whereby the services or products are offered to the public.

2. It shall be unlawful for any person who is required by the provisions of this Chapter to have a license in order to engage in the licensed activity to solicit, to accept consideration or to offer the services or products to the public without first securing a license.

C. *Application — Issuance Of License.* In the absence of a provision to the contrary, applications for business licenses shall be made to the City Clerk on forms supplied by the City Clerk. No license shall be issued to any merchant, manufacturer, business, occupation or trade until all of its delinquent financial obligations to the City have been paid. Financial obligations include, but are not limited to, personal property taxes, other license fees, water service fees, sewer service fees, permit fees or inspection fees. If all required information is supplied, the requested fees have been paid, and it does not appear that any applicable State law or City ordinance will be violated by the operation of the business, the license

shall be issued.

D. *Late Fee.* Businesses (except temporary and seasonal businesses) failing to submit an application for license renewal by January first (1st) will be deemed to be late and be assessed a late fee ~~The late fee assessed will be twelve dollars fifty cents ($12.50) if paid before January thirty-first (31st) and the late fee will be twenty-five dollars ($25.00) after January thirty-first (31st).~~ as provided for in the fee schedule found in Section 805.060.

E. *License Non-Assignable.* No license shall be assignable, transferable or refundable.

F. *Occupancy Permit Required.* Licenses required by this Article shall not be issued until an occupancy permit has been issued and approved by the Community Development Department unless the business is one that in common practice would not necessarily have a business location in the City. In such a case, the business must provide the address of its business location on its application and must provide the City with notice of any change of address within a reasonable time after the change. In addition, no occupancy or building permit may be issued until such time contractors and/or subcontractors have made application for a business license.

G. *Issuing Agency.* The City Clerk shall issue all approved licenses and subsequent licenses.

H. *Maintenance And Posting Of License.* All licenses granted by the City shall be carefully preserved at the address for which they were issued as shown thereon, be prominently posted and be available for examination during normal business hours by any duly authorized agent of the City.

I. *Denial Of License.* No license or permit shall be issued to any applicant who shall have failed to pay any other obligation then due and owing to the City, including, but not limited to, sales tax, tourism tax, personal property tax, inspection fees and sewer connection fees, or be in violation of any lawfully imposed building, health, safety or zoning code and/or ordinance; nor shall any license or permit be issued to any applicant for the purpose of conducting business at any location where any neighborhood improvement district assessment is delinquent and unpaid.

J. *Inspections.* Any business in the City may be inspected by City Officers and employees authorized to enforce provisions of ordinances relating to that business. In the absence of an emergency and in the absence of sound reasons whereby an inspection cannot be made during regular business hours, inspections shall be made during regular business hours. Immediately upon arriving at the place of business for the purpose of making an inspection, the City Officer or employee making the inspection shall identify himself/herself and shall state that the purpose of the visit is to make an inspection. No person having control of any business premises shall refuse to permit a City Officer or employee to enter for the purpose of making an inspection. If entry is refused, the City Officer or employee shall leave and seek a search warrant or other appropriate court order

to gain entry.

K. *Issuance.* Licenses shall be issued to each applicant complying with all applicable State laws and City ordinances and licenses shall be refused for any applicant failing to comply with all such applicable laws and ordinances.

L. *Issuance Of Temporary License.* Upon application for a new business license and if the City Clerk determines that the requirements for obtaining a license have been substantially met except for minor procedural or ministerial matters, a temporary license may be issued for a period of thirty (30) days upon payment of a processing fee ~~of fifteen dollars ($15.00)~~ as provided for in the fee schedule found in Section 805.060. The temporary license may be extended for one (1) additional thirty (30) day period upon written application to the City Clerk and a determination that the applicant is making progress toward compliance with the requirements of this Code.

M. *Issuance Of A Temporary Seasonal License*. Upon application for a temporary seasonal business license and if the City Clerk determines that the requirements for obtaining a business license have been met, a temporary seasonal business license shall be issued for a period not to exceed ninety (90) days upon payment of a processing fee ~~of twenty-five dollars ($25.00)~~ as provided for in the fee schedule found in Section 805.060. For purposes of this Chapter, a temporary seasonal business license is not a renewal of a previous license but is a request for issuance of a new license.

Section 605.015 License Fees To Be Paid By Businesses.

A. Every merchant, manufacturer or business, unless exempted by law or other provisions of this Code, shall pay a ~~the following~~ license fee as provided for in the fee schedule found in Section 805.060.

~~Banks and manufacturing~~	~~$75.00~~
~~All other business~~	~~$50.00~~
~~Home-based business~~	~~$25.00~~
~~Ambulance service per vehicle~~	~~$50.00~~
~~Apartment houses~~	
~~(including duplexes, triplex, etc.)~~	~~$50.00~~
~~Each additional unit~~	~~$1.00~~
~~Hotels and motels, first (1st) unit~~	~~$50.00~~
~~Each additional unit~~	~~$1.00~~

B. This Chapter shall not apply to religious, charitable and non-profit civic organizations, sales made by participants at a special event, or any business which the City is prohibited from licensing or regulating by State Statute or other superseding law. This provision will include teachers, professors in a college, lawyers, certified public accountants, dentists, chiropractors, optometrists, physicians, surgeons, veterinarians, architects, professional

engineers or land surveyors.

C. No claims or refunds shall be allowed under this Article.

D. *Exemptions From Obtaining A Business License.* A business license is not required for delivery within the City for goods purchased or acquired outside the City where there is no intent to evade the provisions of this Chapter.

E. No license or permit provided for or required under any provision of the Code or other ordinance of the City shall be issued by any department of the City Government to any contractor until such contractor has provided a certificate of insurance for Workers' Compensation coverage if said contractor is required to cover such liability under Chapter 287, RSMo.

F. *Child Day Care Centers.* It shall be unlawful for any person to establish, maintain or operate a child day care center for children or to advertise as being able to perform services for a child day care center without having, in full force and effect, a written license granted by the Missouri Department of Health and Senior Services (State license).

Section 605.020 Duration of Licenses — Prorating of License Fees, Etc.

A. The term of licenses issued pursuant to this Chapter shall be for one (1) year beginning January 1 and ending December 31 of the same year. All license fees shall be paid in full and in advance.

B. Every merchant, manufacturer, contractor or business renewing a license shall submit the required license application and fee on or before January 1. Any new merchant, manufacturer, contractor or business commencing operations or business in the last quarter of the year shall pay a prorated fee ~~on fee of twenty-five dollars ($25.00)~~ as provided for in the fee schedule found in Section 805.060.

Section 605.030 Separate License For Each Place of Business.

A. A separate license shall be obtained for each place of business operated by a licensee under this Chapter.

B. A license may be amended to authorize the conduct of the same business or manufacturing at a different location, provided the control of the business remains with the same person, upon filing with the City Clerk an amended application, within fifteen (15) days of the change~~, showing the change of address and upon paying a fee of ten dollars ($10.00).~~ It shall also be compulsory that all requirements of the building, health, safety or zoning codes or ordinances be met in respect to the new location and premises.

Section 605.110 License — Fees.

A. The license required by Section 605.100 shall be issued by the City Clerk upon payment of a fee ~~as follows:~~ as provided for in the fee schedule found in Section 805.060.

1. ~~For a~~ A vehicle with a capacity of one-half (½) ton or less~~: $20.00 per year or fraction.~~

2. ~~For a~~ A vehicle with a capacity of one-half (½) ton not exceeding one and one-half (1½) ton~~: $30.00 per year or fraction.~~

3. ~~For a~~ Avehicle with a capacity of over one and one-half (1½) ton~~: $50.00 per year or fraction.~~

Section 610.040 Identification Card — Application.

A. Any person required to register under Section 610.020 shall make application to the City Clerk upon an approved form for registration. No application will be accepted until satisfactory evidence is presented to the City Clerk that:

1. The applicant is of good moral character;

2. Shall not have been convicted of a felony in the last five (5) years;

3. Shall not have had his/her registration revoked within the past three (3) years; and

4. Shall have paid a non-refundable annual application fee ~~of seventy-five dollars ($75.00)~~ as provided for in the fee schedule found in Section 805.060, a calendar year. In addition, a person may obtain a quarterly permit for ~~a~~ ninety (90) days ~~period and the application fee for such permit shall be thirty-five dollars ($35.00).~~as provided for in the fee schedule found in Section 805.060.

5. The applicant shall deliver the application in person to City Hall.

Section 615.030 License Fee.

A. Any person obtaining a license to act as a massage business shall pay to the City Clerk a license fee ~~of twenty-five dollars ($25.00).~~as provided for in the fee schedule found in Section 805.060. The term of licenses issued shall be for one (1) year beginning January 1 and ending December 31 of the same year. All license fees shall be paid in full and in advance. Any new massage business commencing business in the last quarter of the year shall pay a prorated fee ~~of twelve dollars and fifty cents ($12.50).~~as provided for in the fee schedule found in Section 805.060.

B. Every massage business renewing a license shall submit the required license application and fee on or before January 1.

Section 630.010 Definitions.
For the purposes of this Chapter the following terms, phrases, and words shall have the following meanings unless otherwise indicated by context:

CHIEF OF POLICE
The Chief of Police of the City of Republic Police Department.

CITY CLERK
The person appointed by Council of the City of Republic to perform the City Clerk duties.

DIRECTOR OF FINANCE
The Director of Finance of the City of Republic.

MONTH
Period of time from one date in a calendar month to the corresponding date in the following calendar month, but if there is no such corresponding date, then the last date of such following month, and when computations are made for a fraction of a month, a day shall be one-thirtieth (1/30th) of a month.

NET ASSETS
The book value of the current assets of a person or pawnbroker less its applicable liabilities as stated herein. Current assets include the investment made in cash, bank deposits, merchandise inventory, and loans due from customers, excluding the pawn service charge. Current assets do not include the investments made in fixed assets of real estate, furniture, fixtures, or equipment; investments made in stocks, bonds, or other securities; or investments made in prepaid expenses or other general intangibles. Applicable liabilities include trade or other accounts payable; accrued sales, income, or other taxes; accrued expenses; and notes or other payables that are unsecured or secured in whole or part by currents assets. Applicable liabilities do not include liabilities secured by assets other than current assets. Net assets must be represented by a capital investment unencumbered by any liens or other encumbrances to be subject to the claims of general creditors.

PAWNBROKER
Any person engaged in the business of lending money on the security of pledged goods or engaged in the business of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

PAWNSHOP
The location at which, or premises in which, a pawnbroker regularly conducts business.

PERSON
An individual, partnership, corporation, limited liability company, joint venture, trust, association, or any other legal entity however organized.

PERSON OF GOOD MORAL CHARACTER

A person who has not been convicted of any State, Federal, or municipal offense involving drugs or narcotics, robbery, burglary, theft, stealing, receiving stolen property, embezzlement, extortion, forgery, gambling, bribery, perjury, any weapons offense, or any crime of violence.

PLEDGED GOODS

Tangible personal property other than choses in action, securities, or printed evidence of indebtedness, which property is deposited with, or otherwise actually delivered into the possession of, a pawnbroker in the course of his/her business in connection with a pawn transaction.

SECURED PERSONAL CREDIT LOAN

Every loan of money made in this City, the payment of which is secured by a security interest in tangible personal property which is physically delivered into the hands of the lender at the time of the making of the loan and which is to be retained by the lender while the loan is a subsisting obligation.

Section 630.020 Licenses.

A. *Licenses Required.* No person shall operate a pawnshop in the City of Republic unless such person obtains a pawnshop license issued by the City in accordance with the general licensing provisions of the Municipal Code and the specific provisions of this Chapter. A license is required for each place where pawnbroking business is transacted, and no one shall act as an agent, employee, or solicitor for any pawnbroker while such pawnbroker is engaged in such business at a place other than that specified in the license. It shall be unlawful for any person to conduct or transact a pawnbroker business in the City unless he/she shall keep posted in a conspicuous place in the place of business, license certificate therefor, and a copy of all ordinances relating to pawnbrokers.

B. *Licensing Year.* All licenses issued under this Chapter are for a period of one (1) year, or portion of one (1) year, and expire on Midnight of March fifteenth (15th). The license fee for any license which is issued for a portion of a year shall be prorated by the City Clerk.

C. *Application For New Pawnshop License.* An application for a new pawnshop license shall be under oath and on forms prescribed and provided by the City Clerk and shall contain other relevant information sufficient to inform the City Clerk regarding the qualifications of the applicant for a license as required by the City Clerk. At a minimum, the application shall include:

1. The full name and address of the applicant, and each prospective pawnshop employee, if known, for the past two (2) years;

2. The address where the business is to be conducted;

3. A statement as to whether the applicant, and each prospective pawnshop employee, if known, have ever been convicted of a felony;

4. The name, address and phone number of at least two (2) persons of good moral character who may be used as character references for the applicant, and each prospective pawnshop employee, if known; and

5. If the applicant is a partnership, the application shall include the required information for each partner, and whether such partner is a general partner or a limited partner. If the applicant is a corporation or limited liability company, the application shall include the required information for each officer, shareholder and director.

6. The application shall be accompanied by:

a. An investigation fee is required ~~of five hundred dollars ($500.00)~~ as provided for in the fee schedule found in Section 805.060, if the applicant is unlicensed at the time of applying for the pawnshop license, ~~or two hundred fifty dollars ($250.00)~~ an additional fee is required as provided for in the fee schedule found in Section 805.060, if the application involves a second (2nd) or additional license to an applicant previously licensed for a separate location, or involves substantially identical principals and owners of a licensed pawnshop at a separate location;

b. Proof of general liability insurance in the amount of five hundred thousand dollars ($500,000.00);

c. An annual fee ~~of five hundred dollars ($500.00);~~ as provided for in the fee schedule found in Section 805.060: and

d. If the applicant is a corporation, a "certificate of good standing" issued by the Missouri Secretary of State.

D. *Non-Use And Transfer Of License.*

1. If a pawnbroker shall not conduct business for any continuous period of ninety (90) days at any time after the issuance of a license, the license shall be null and void.

2. Licenses are personal to the licensee and shall not be transferred to any other person. Any attempt to transfer such license to any other person shall render said license null and void. It shall be unlawful for any person to do business, or to attempt to do business under a license transferred to him.

E. *Investigation By City Clerk.* The City Clerk shall investigate the facts contained in an application for a new pawnshop license, and shall request the assistance of the Chief of Police and any other person who has knowledge of the facts contained in the application or who is authorized to investigate these facts.

F. *Standards For Issuance.* No license shall be issued to any person who:

1. Is not of good moral character, or to any pawnshop employing persons who are not of

good moral character;

2. Makes a false statement of material facts in the application for a license or a renewal license;

3. Fails to show that the pawnshop will be operated lawfully and fairly within the purposes of the Chapter;

4. Has a felony or misdemeanor conviction which either directly relates to the duties and responsibilities of the occupation of pawnbroker or which otherwise makes the applicant presently unfit for a license;

5. Does not have net assets of at least fifty thousand dollars ($50,000.00) readily available for use in conducting business as a pawnshop for each licensed pawnshop; or

6. Does not file with the City Clerk a bond satisfactory to the City Clerk in an amount of five thousand dollars ($5,000.00) with a surety company qualified to do business in this City. The aggregate liability of such surety shall not exceed the amount stated in the bond. The bond shall run to the City for the use of the City and of any person(s) who may have a cause of action against the obligor of such bond under the provisions of this Chapter. Such bond shall be conditioned that the obligor will comply with the provisions of this Chapter and by all rules and regulations adopted by the City Clerk and will pay to the City and to any such person(s) any and all amounts of money that may become due or owing to the City or to such person(s) from such obligor under and by virtue of the provisions of this Chapter or any rules adopted by the City Clerk pursuant to this Chapter during the time such bond is in effect.

If the City Clerk is unable to verify that the applicant meets the net assets requirement for a licensed pawnshop as required by Subparagraph (5) of this Subsection, the City Clerk may require a finding, including the presentation of a current balance sheet, by an independent certified public accountant, that the accountant has reviewed the books and records of the applicant, and that the applicant meets the net assets requirement of this Chapter.

G. *Exemption From Requirement For New Pawnshop License.* No person who is lawfully operating a pawnshop on the date of the enactment of this Chapter shall be required to obtain a license under this Section in order to continue operating such pawnshop, so long as such person does not violate any other provisions of Sections 367.011 to 367.060, RSMo., or this Chapter. Such persons may continue to operate those pawnshops then in existence, but thereafter must receive annual renewal licenses even though the operation of such pawnshop might cause the number of pawnbrokers in the City to exceed the number determined by operation of Subsection (H) hereof. Such persons shall be required to pay the five hundred dollar ($500.00) annual fee prescribed in Subsection (I), but such payment shall be in lieu of any occupational license fee.

H. *Limitation On Number Of Pawnbrokers In The City.* Subject to the provisions of Subsection (G)

hereof, no license for engaging in the business of pawnbroker shall be issued when the issuance thereof would increase the number of such licenses outstanding and in force at that time to more than one (1) per each twelve thousand (12,000) inhabitants residing in the City.

I. *Subsequent License Applications.* Subsequent to the first year for which a license is issued to a pawnbroker, each pawnbroker shall make a renewal application to the City Clerk. The application shall be filed by March first of the current licensing year, and shall be on the forms, and shall contain such information, as the City Clerk may require. The forms shall contain such information as will assist the City Clerk in determining whether conditions have changed and whether a renewal license should be issued for the subsequent licensing year. The City Clerk may request the assistance of the Chief of Police or any other City employee or person having knowledge of the truth or falsity of the matters contained in the application, or who is able to investigate those matters. The annual fee for the issuance of a renewal license applies ~~is five hundred dollars ($500.00)~~ as provided for in the fee schedule found in Section 805.060.

J. *Denial, Suspension Or Revocation Of License.*

1. If the City Clerk believes that any condition prevents issuance of a license or such condition has changed in the case of a renewal of a license such that the licensee would not be eligible to receive a pawnbroker's license, or that the licensee is in violation of this Chapter or any State or municipal law, the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply.

2. If the City Clerk believes that the licensee is capable of remedying the adverse change in conditions, and if the licensee has not previously been in violation of this Chapter or State or municipal law, the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply. If the City Clerk believes that the changed condition(s) are such that, if true, the licensee would not be able to remedy the situation in a reasonable time, or if the licensee has previously been in violation of this Chapter or State or municipal law, then the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply.

3. If the City Clerk believes that the safety, morals, or peace of residents of the City is immediately affected by the change in conditions, the City Clerk may suspend or revoke the license prior to the hearing called for below, but he/she shall afford the licensee an informal meeting to determine if the emergency suspension should continue in place and the informal meeting will be within five (5) business days of the suspension or revocation. If the City Clerk believes that the changed condition is not of such imminent hazard to the safety, morals, or peace of the residents of the City, he/she shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set

forth in Code Section 605.070 shall apply. This procedure shall apply to a hearing as a result of an emergency suspension described above.

K. *Issuance Of Pawnshop Licenses Prohibited, When.*

1. No license shall be issued for the operation of a pawnshop as defined within this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any church or other building regularly used as a place of religious worship, school, or residentially zoned property. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.

2. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of property on which there is located another pawnshop. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.

3. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any residence, unless the licensee shall provide to the City Clerk written authorization for such operation from the owner of record of such property and each adult resident thereof. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.

Section 6. A new Title VIII, "Fees," Chapter 800, "General Provisions," is hereby created to read as follows:

Section 800.010 Fee Schedule

A fee schedule has been developed and adopted by the City, as amended from time to time, as found in this Title. To the extent fees or penalties are imposed by other provisions of this Code, ordinance, resolution, state statute, or state regulations, and such fee or penalty is not also provided for in this Title, then such other fees or penalties apply notwithstanding this Title. No dates mentioned herein are intended to be nor shall they be construed as a sunset provision or as in any way limiting the time frame during which this Title or any Section is operative. Fees and penalties chargeable by various City Departments are as set forth in the following sections.

Section 7. A new Title VIII, "Fees," Chapter 805, "Fee Schedule," is hereby created to read as follows:

Section 805.010 Credit Card Processing Fee

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

805.020 Administration

Administrative Fees		
Fee Name	**Fee Description**	**Code Section**
Imposition of Service Charge on Returned Checks	$20.00	Section 110.100

805.030 Alcoholic Beverage

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

Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	$37.50		600.040.3(b)
Late Fee	$12.50	If paid before January 31	605.010(D)
Late Fee	$25.00	If paid after January 31	605.010(D)
Temporary License			

805.040 Animals

Animal Control			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Impoundment Claiming Fee	$50.00		Section 210.190(A)
Boarding Fee	$10.00	Per day	Section 210.190(A)
Adoption Fee	$70.00		Section 210.190(A)
Micro-chip Identification Fee	$5.00		Section 210.190(A)

805.050 Buildings and Zoning

Building Fees			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Electronic Payment Financing Surcharge	Up to 2.7%	Per credit card/debit card transaction	
Development Plan Review	$750.00	Cost of Review	Section 405.230(A)(2)
Special Use Permit Processing Fee	$250.00	Paid at receipt of application	Section 405.680
Rezoning Processing Fee	$400.00	Paid at receipt of application	Section 405.980 (A)(1)
Appeals to the Board of Adjustment	$250.00		Section 405.965 (A)(b)
No Contract of Sale Penalty	$500.00	Each parcel of land	Section 410.030
Minor Subdivision Procedures	$175.00		Section 410.120 (A)
Major Subdivision Application for Preliminary Plat	$350.00 plus $2.00 per lot		Section 410.140
Construction Permit	Water Qt X Linear Ft $.40 Sewer Qty X LF $.40		Section 410.210 (F)

	Stormwater Qty X LF $.30 Roadway/Sidewalk Qty X LF $.25 Service Connection Qty X LF $.25 Service Connection $10.00 Each		
Fire Hydrant Testing	$35.00 each		Section 410.210 (F)
EMA Impact	$30.00 per acre		Section 410.210 (F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210 (F)
Major Subdivision Application for Final Plat Fee	$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	$75.00		Section 415.130(A)(1)

ANNEXATION			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Annexation Processing fee	$350.00	Cost of Review	Section 435.010(A)

BUILDING PERMITS			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(5)(a)
Residential Building Permit Inspection Fee	$50.00	Remodels, alterations, or	Section 500.050 (E)(5)(b)

		renovations that require only a single inspection	
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75	Requiring multiple inspections	Section 500.050(E)(7)(a)
Commercial Building Permit Inspection Fee	$50.00	commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Accessory Structures less than 200 Square Feet	$20.00		500.050(E)(8)(a)
Accessory Structure Greater than 200 Square Feet	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		500.050(E)(8)(b)
Miscellaneous Permits			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Swimming Pool Permit	$100.00		500.050(E)(9)
Above Ground Pool Permit	$25.00		500.050(E)(9)
Fence Permit	$20.00		500.050(E)(9)
Fence Over 7 Ft Permit	$50.00		500.050(E)(9)
Demolition Permit	$50.00		500.050(E)(9)
Occupancy Change Permit	$50.00		500.050(E)(9)
Ground Level Porch/Deck Permit	$20.00		500.050(E)(9)
Elevated Porch/Deck Permit	$50.00		500.050(E)(9)
Temporary Structures Permit	$50.00		500.050(E)(9)
Uncategorized Work Permit	$10.00	Per $1,000 of construction cost for uncategorized work	500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over $50, if under $50 then no	Section 500.050.11(b)(1)

		refund) 70% Refunded to Customer	
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Plan Review Fees			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
New Plan Review Fees	$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - $50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Commercial Plan Review Fee	10% of Permit Fee - $50 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Emergency Notification System Impact Fee	$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee name	**Fee Amount**	**Fee Units**	**Code Section**
Right Of Way (ROW) Permit	$25.00	Base Fee for Review	Section 510.100
Right Of Way (ROW)	$25.00	Cost Per Pit	Section 510.100
Right Of Way (ROW)	$50.00	Cost Per Boring	Section 510.100
Right of Way Fees			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Application for Franchise or ROW Use Agreement Deposit	$500.00	For Review	515.040(B)
Small Wireless Facility Attached to City Owned Pole	$200.00	Per Month Fee	515.050(I)(5)(a)
Administrative and Zoning Fee	$500.00	Per Wireless Antenna	515.050(I)(5)(b)
Application Fee	$100.00	Per Small Wireless Facility	525.070(C)(1)

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

805.060 Business

Business Licenses			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Business License Late Fee	$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee – Banks and Manufacturing	$100.00		Section 605.015
License Fee – All Other Business	$100.00		Section 605.015
License Fee - Home Based Business	$25.00		Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	$100.00	$1.00 Each Additional Unit	Section 605.015
Hotels and motels, first (1st) unit	$100.00	$1.00 Each Additional Unit	Section 605.015
Prorating of License Fees	Prorated fee of $100.00	If paid in the last quarter of the year	Section 605.020
Itinerant Merchant Licenses			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one half (1 ½) ton	$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over	$100.00	Per year or fraction	Section 605.110(A)(3)

one and one-half (1 ½) ton			

Solicitors and Canvassers Licenses			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Identification Card/Annual Application Fee	$100.00		Section 610.040(A)(4)
Solicitor Quarterly Permit	$50.00	For 90 days	Section 610.040(A)(4)
Background for Solicitors	Actual Cost		Section 610.080

Massage Business Licenses			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Massage Business License	$50.00	Annual	Section 615.030(A)
Prorated Massage Business License	$25.00	New business commencing busines in the last quarter of the year.	Section 615.030(A)

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

805.070 Fire Protection and Prevention

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

Schedule of License Fees			
Permit Name	**Fee Amount**	**Fee Description**	**Code Section**
Alarm Permit	$30.00	Administrative Fee	Section 207.070(B)
Amended Alarm Permit	$15.00	Administrative Fee	Section 207.070(C)

805.080 Parks and Recreations Fees

Athletics

Athletics – Youth Athletic Leagues (Section 240.010)		
Fee Name	**Resident**	**Non-Resident**
Youth Boys Basketball (R)	$275	$300
Pee Wee Hoops	$150	$175
Winter Youth Volleyball	$250	$275
Spring Youth Soccer (3U/4U)	$175	$200
Spring Youth Soccer (6U)	$200	$225
Spring Youth Soccer (8U)	$250	$275
Spring Youth Soccer (10U-12U)	$300	$325
Spring Youth Soccer (13U)	$325	$350
Youth Boys Baseball	$300	$325
Youth Girls Softball	$300	$325
Co-Ed Tot-Ball	$125	$140
Fall Youth Baseball	$175	$200
Fall Youth Baseball	$175	$200
Fall Youth Soccer (3U/4U)	$175	$200
Fall Youth Soccer (6U)	$200	$225
Fall Youth Soccer (8U)	$250	$275
Fall Youth Soccer (10U-12U)	$300	$325
Fall Youth Soccer (13U)	$325	$350
Youth Flag Football	$175	$200
Fall Youth Volleyball	$225	$250
Youth Girls Basketball	$275	$300
Futsal (3U-4U)	$150	$175
Futsal (6U/8U)	$200	$225
Futsal (10U-14U)	$250	$275
End of Season Tournament	$100-$125	$100-125

Athletics – Republic Tigers Lacrosse Fees (Section 240.010)		
League/Program	**Resident**	**Non-Resident**
Middle School Boys	$200	
High School Boys	$200	
High School Girls	$225	

Athletics – Adult Athletic League Fees (Section 240.010)		
League/Program	**Fee**	**Notes**

Spring Adult Basketball	$300	
Summer Adult Softball	$300	
Fall Adult Softball	$300	
Winter Miscellaneous Adult Sports	$275	Pickleball, Adult Volleyball
Fall Miscellaneous Adult Sports	$275	Pickleball, Adult Volleyball

Athletics – Miscellaneous Fees (Section 240.010)		
League/Program	**Fee (12-64)**	**Fee (65+)**
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Baseball/Softball Complex)	$2 (12-64)	$1 (65+)
Youth & Adult Admission Fee (Comm. Center - BB & VB)	$2 (12-64)	$1 (65+)

Community Programming

Community Programming – Toddler Programs (Section 240.010)		
Program	**Program Duration**	**2021 Program Fee**
Toddler Open Gym	35 Days	$3/Day
Toddler Tumbling	4 Per Session	$25/Session

Community Programming – Youth Programming (Section 240.010)		
Program	**Program Duration**	**2021 Program Fee**
Okinawan Karate	18 Per Session	$90/Initial Family $75/Add. Family $50 Uniform Fee
School's Out Program	N/A	$25/Day
School's Out Program - Upgraded	N/A	$40/Day
Parent's Night Out	9 Days	$12/Day
Summer Recreation Day Camp	11-12 Weeks	$100/Week FT $90/Week FT $50/Week SS $45/Week SS +$15 Registration Fee $10-$40 Late Pick-Up Fee $10 Late Payment Fee

Homeschool Gym	N/A	$3/Class

Community Programming – Senior Citizen Programming (Section 240.010)		
Program	**Class Duration**	**Program Fee**
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program
Senior Trips	N/A	$20-$60
Senior Wii Bowling	6 Per Session	$2/Session

Community Programming – Miscellaneous (Section 240.010)		
Program	**Class Duration**	**Program Fee**
100 Mile Walking Club	N/A	Free Program
Community CPR/First Aid Classes	3 Days	$50/Class
Mini Camps & Clinics	36	$10-$50

Special Events

Community Programming – Special Events (Section 240.010)		
Program	**Date**	**2021 Program Fee**
Father/Daughter Dance	February 5	$35/Couple $10/Additional $40/Couple $15/Additional
Easter Egg Hunt	March 27	Free Event
Community Yard Sale	TBD	$20/Booth
Amp Events (9)	Various	Free Events
Family Campout	TBD	$40/Family of 4 $5/Add. Family
Have-A-Blast Celebration	June 25	Free Event
Youth Tigger Triathlon	July 30	$25/Early $30/Late
Adult Tiger Triathlon	July 31	$65-$110
got Mud? Run (Youth & Family)	August 21	$30/Early $35/Mid $40/Late
got Mud? Run (Adult)	August 28	$40/Early $45/Mid $50/Late
Senior (Citizen) Dine & Dance	September 24	$12/Early $15/Late
Indoor Drive-In Movie	TBD	Free Event
BOOgie Bash	October 22	Free Event
Indoor Youth Garage Sale	November 6	$10/Booth
Reindeer Run 5K	December 3	$22/Early $30/Early

		$27/Late $35/Late
Breakfast w/ Santa	December 4	$3/Breakfast $1/Picture

Republic Aquatic Center

Community Programming – Admission/Season Passes (Section 240.010)		
Fee Name	**Resident Fee**	**Non-Resident Fee**
Daily Admission Fee	$5.50/Day	$6.50/Day
Huna Add-On	$3/Day	$3/Day
Non-Swimmer Fee	$2/Day	$2/Day
Season Passes	$100/Initial $20/Additional	$120/Initial $25/Additional

Community Programming – Programming (Section 240.010)		
Fee Name	**Resident Fee**	**Non-Resident Fee**
Morning Splash Time	$2/Day	
Morning Lap Swim	$2/Day	
Evening Swim	$3/Day	
Group Swim (20+)	$5/Day	
Parent/Child Starfish	$30/Session	
Swimming Lessons	$50/Session	
Open Water Exercise	$5/Class	
Senior Water Exercise	$5/Class	
Tiger Sharks Swim Team	$75	

Community Programming – Facility Rentals (Section 240.010)		
Fee Name	**Resident Fee**	**Non-Resident Fee**
Party Package A (18)	$150 w/ Pizza $125 w/out Pizza	
Party Package B (36)	$275 w/ Pizza $225 w/ out	
Facility Rental (<75)	$150/Hour	
Facility Rental (76-150)	$175/Hour	
Facility Rental (>150)	$200/Hour	
Huna Add-On	$50/Hour	
Huna Rental	$75/Hour	
Tiger Sharks Swim Team	$75	

Facility/Equipment Rentals

Community Programming – Community Center Gym Rentals (Section 240.010)			
Rental Type	**Fee (Non-Profit)**	**Fee (For Profit)**	**Rental Fee (League)**
Full Court	$25/Hour	$40/Hour	$20/Hour

	$20/Hour 5+	$28/Hour 5+	N/A
Half Court	$12.50/Hour	$20/Hour	$10/Hour

Community Programming – Community Center Gym Rentals (Section 240.010)		
Rental Type	**2021 Fee (Non-Profit)**	**2021 Fee (For Profit)**
Community Room A	$30/Hour $22.50/Hour 5+	$40/Hour $30/Hour 5+
Community Room B	$40/Hour $30/Hour 5+	$55/Hour $42/Hour 5+
Community Room A&B	$60/Hour $45/Hour 5+	$80/Hour $60/Hour 5+
Community Room C	$20/Hour $15/Hour 5+	$30/Hour $22.50/Hour 5+
Party Packages	$125 Basic $150 Themed $200 Upgraded	N/A

Rentals – Gerry Pool Senior Friendship Center Rentals (Section 240.010)		
Description	**Base Rental Fee**	**Additional Hour Fee**
Banquet room	$80/4 Hours	$10/Add'l Hour

Rentals – Pavilion (Section 240.010)		
Description	**Base Rental Fee**	**Additional Hour Fee**
Pavilion	$10/Hour	

Rentals – Baseball/Softball Field Rentals (Section 240.010)		
Description	**Base Rental Fee**	**Additional Hour Fee**
Baseball/Softball Fields (Tournament)	$150	
Baseball/Softball Fields (Practice)	$30/Season	

Rentals – Amphitheater Rentals (Section 240.010)		
Rental Type	**2021 Proposed Rental Fee (NP)**	**2021 Proposed Rental Fee (P)**
Venue Only w/ Power	$25/Hour $20/Hour 5+	$40/Hour $32/Hour 5+
Sound Equipment Add-On	$150	$175
Outdoor Movie Add-On	$250	$300
Stage Add-On	$50	$60
Truss Lighting Add-On	$20	$25

Rentals – Equipment Rentals (Section 240.010)		
Rental Type	**2021 Proposed**	

	Rental Fee	
Canoe	$15/Day	
Kayak	$15/Day	
Tandem Kayak	$15/Day	
Tiger Bounce House	$25/Hour	
Disc Golf	Free	

805.090 Special Event Fees

Special Event Permit (Section 240.010)			
Fee Name	**Fee Amount**	**Fee Units**	**Code Section**
Application Fee	Currently no fee		Section 212.023
Vendor Permit fee	Currently no fee		Section 212.023
Late Fee	$25.00	Additional	Section 212.023

805.100 Utility Administration

Utility Billing & Administration

Utility Billing & Administration		
Fee Name	**Fee Amount**	**Code Section**
Late Fee	$5.00 – may be waived under certain circumstances	705.050(A)
Reconnection/Processing Fee	$25.00 Plus Delinquent Bill Amount	705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage—Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	705.060
Bad Check Service Charge	$20.00 Service Charge	705.080
Users Outside City Limits – Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	Inside City Rate: 1,500 Gallons Base $7.56 Surcharge 1,000 gallons $3.56 Outside City Rate: 1,500 Gallons Base $11.34 Surcharge 1,000 Gallons $5.34	705.150(D)
Utility Billing & Administration – Deposit		
Meter Connection Size	**Deposit Amount**	**Code Section**
5/8 - inch water meter connection	$150.00 Deposit	705.170
1-Inch Water Meter Connection	$250.00 Deposit	705.170
2 - inch water meter connection	$500.00 Deposit	705.170

3 - inch water meter connection	$700.00 Deposit	705.170
4 - inch water meter connection	$1,000.00 Deposit	705.170
6 - inch water meter connection	$1,500.00 Deposit	705.170
8 - inch water meter connection	$2,000.00 Deposit	705.170

Utility Billing & Administration – Hydrant Meter Deposit		
Meter Connection Size	**Deposit Amount**	**Code Section**
Temporary Metering devices under 2"	$250.00 Deposit	705.180
Temporary 2" or larger metering device	$750.00 Deposit	705.180
Labor for Installation	$25.00 Per Meter	705.180
Utility Billing & Administration – Hydrant Meter Deposit		
Meter Connection Size	**Deposit Amount**	**Code Section**
Extended Term Metering devices under 2″	$1,000.00 Deposit	705.180
Extended Term Metering devices 2″ or larger metering devices	$1,750.00 Deposit	705.180

Utility Billing & Administration – Miscellaneous Charges		
Fee Name	**Fee Amount**	**Code Section**
Account Setup Fee	$10.00	705.190(A)
Subsequent Meter Installation Trip Charge	$25.00	705.190(B)
Meter Assembly (Installed) Charge – 5/8 X ¾ inches	$875.00	705.190(B)
Meter Assembly (Installed) Charge - 1 inch	$1,115.00	705.190(B)
Meter Assembly (Installed) Charge – 2 inch	$3,170.00	705.190(B)
Meter Assembly (Installed) Charge – 3 inch	$4,770.00	705.190(B)
Meter Assembly (Installed) Charge – 4 inch	Quote on Request	705.190(B)
Meter Assembly (Installed) Charge – 6 inch	Quote on Request	705.190(B)
Turn-On Charge – (Customer Requested Temporary Disconnection No Longer than 48 Hours	$25.00	705.190(C)
Utility Billing & Administration – Sanitary Sewer Rates		
Base Charge Rate	**Surcharge Rate**	***Code Section***

Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	***Inside City Rate:*** 1,500 Gallons Base $15.93 Surcharge 1,000 gallons $9.47 ***Outside City Rate:*** 1,500 Gallons Base $23.90 Surcharge 1,000 Gallons $14.21	705.210
Utility Billing & Administration – Sanitary Sewer Rates		
Fee Description	**Fee Per Unit**	**Code Section**
Extra Charge for Discharge of Excess BOD - Inside City Limits	$.33 per pound of excess BOD discharged	705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	$.50 per pound of excess BOD discharged	705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	$.26 per pound of excess per pound of excess TSS discharged	705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	$.39 per pound of excess TSS discharged	705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	$.53 per pound of excess phosphorus discharged	705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	$.80 per pound of excess phosphorus discharged	705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	705.220.4
Impact Fee Schedules	See Tables Below	705.250

Water Impact Fees – Section 705.250		
Meter Size (inches)	**Water Impact Fee**	**Notes**
Impact Fees Residential		
5/8 x ¾	$350	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	$1,400	Minimum fee for "R-3"
2	$2,800	Multi-family
3	$4,200	Multi-family
4	$5,600	
5	$8,400	

Sewer Impact Fees Section 705.250		
Meter Size (inches)	**Sewer Impact Fee**	**Notes**
Impact Fees Residential		
5/8 x ¾	$750	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	$4,500	Minimum fee for "R-3"
2	$9,000	Multi-family
3	$13,500	Multi-family
4	$18,000	
5	$27,000	

Customer Responsibilities Pertaining to Water Services		
Fee Description	**Fee Amount**	**Code Section**
Water Service Line Inspection	$40.00	710.290(D)

Sewer and Sewage Disposal		
Fee Description	**Fee Amount**	**Code Section**
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	$40.00	715.130(J)

EXPLANATION – Matter in underline type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

Section 8. All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 9. The whereas clauses are hereby specifically incorporated herein by reference.

Section 10. 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 11. This Ordinance shall take effect and be in force on and after January 1, 2021.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2020.11.12 15:48:20 -06'00'

Final Passage and Vote: _____

Republic Parks & Recreation – 2021 Proposed User Fees

Athletics

Youth Athletic Leagues								
League/Program	**Games Per Season**	**2021 Proposed Team Fee (R)**	**2021 Proposed Team Fee (NR)**	**2020 Team Fee (R)**	**2020 Team Fee (NR)**	**2019 Team Fee (R)**	**2019 Team Fee (NR)**	**Notes**
Youth Boys Basketball	8	$275	$300	$275	$300	$250	$275	
Pee Wee Hoops	8	$150	$175	$150	$175	$150	$175	
Winter Youth Volleyball	8	$250	$275	$225	$250	$225	$250	Fee Increased Due to Minimum Wage
Spring Youth Soccer (3U/4U)	6	$175	$200	$150	$175	$150	$175	Fee Increased Due to Minimum Wage
Spring Youth Soccer (6U)	8	$200	$225	$150	$175	$150	$175	Fee Increased Due to Minimum Wage
Spring Youth Soccer (8U)	8	$250	$275	$200	$225	$200	$225	Fee Increased Due to Minimum Wage
Spring Youth Soccer (10U-12U)	8	$300	$325	$250	$275	$250	$275	Fee Increased Due to Minimum Wage
Spring Youth Soccer (13U)	8	$325	$350	$250	$275	$250	$275	Fee Increased Due to Minimum Wage
Youth Boys Baseball	9	$300	$325	$300	$325	$275	$300	
Youth Girls Softball	9	$300	$325	$300	$325	$275	$300	
Co-Ed Tot-Ball	7	$125	$140	$125	$140	$125	$140	
Fall Youth Baseball	5	$175	$200	$175	$200	$175	$200	
Fall Youth Soccer (3U/4U)	6	$175	$200	$150	$175	$150	$175	Fee Increased Due to Minimum Wage
Fall Youth Soccer (6U)	8	$200	$225	$150	$175	$150	$175	Fee Increased Due to Minimum Wage
Fall Youth Soccer (8U)	8	$250	$275	$200	$225	$200	$225	Fee Increased Due to Minimum Wage
Fall Youth Soccer (10U-12U)	8	$300	$325	$250	$275	$250	$275	Fee Increased Due to Minimum Wage
Fall Youth Soccer (13U)	8	$325	$350	$250	$275	$250	$275	Fee Increased Due to Minimum Wage
Youth Flag Football	6	$175	$200	$175	$200	$175	$200	
Fall Youth Volleyball	6	$225	$250	$200	$225	$200	$225	Fee Increased Due to Minimum Wage
Youth Girls Basketball	8	$275	$300	$275	$300	$250	$275	
Futsal (3U-4U)	5	$150	$175	$150	$175	$150	$175	
Futsal (6U/8U)	5	$200	$225	$200	$225	$200	$225	
Futsal (10U-14U)	5	$250	$275	$250	$275	$250	$275	
End of Season Tournament	2 Minimum	$100-$125	$100-$125	$75	$75	$75	$75	Fee Increased Due to Minimum Wage, Ability to Offer Quality Tournaments

Republic Tigers Lacrosse					
League/Program	**Games Per Season**	**2021 Proposed Player Fee**	**2020 Player Fee**	**2019 Player Fee**	**Notes**
Middle School Boys	Varies	$200	$200	$300	
High School Boys	Varies	$200	$200	$400	
High School Girls	Varies	$225	$200	$200	Fee Increase Based Upon 2020 Budget

Adult Athletic Leagues					
League/Program	**Games Per Season**	**2021 Proposed Team Fee**	**2020 Team Fee**	**2019 Team Fee**	**Notes**
~~Winter Adult Basketball~~	~~7~~		$275	$275	Looking at Offering Different Adult Leagues – Pickleball, Adult Volleyball
Spring Adult Softball	8	$300	$200	$200	Spring and Summer Combined in 2021
Summer Adult Softball	8	$300	$300	$300	Spring and summer Combined in 2021
Fall Adult Softball	8	$300	$225	$225	
~~Fall Adult Basketball~~	~~7~~		$275	$275	Looking at Offering Different Adult Leagues – Pickleball, Adult Volleyball

Miscellaneous				
League/Program	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
~~Adult Open Gym~~	~~$2/Day~~	$2/Day	$2/Day	No Longer Offering Adult Open Gym
Youth Open Gym	Free	Free	Free	
Pickleball Open Play	Free	Free	Free	
Youth & Adult Admission Fee (Baseball/Softball Complex)	$2 (12-64) $1 (65+)	$2 (12-64) $1 (65+)	$2 (12-64) $1 (65+)	
Youth & Adult Admission Fee (Comm. Center - BB & VB)	$2 (12-64) $1 (65+)	$2 (12-64) $1 (65+)	$2 (12-64) $1 (65+)	

Community Programming

Toddler Programming					
Program	**Classes**	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
Toddler Open Gym	34 Days	$3/Day	$3/Day	$3/Day	
Toddler Tumbling	4 Per Session	$25/Session	$20/Session	$20/Session	Fee Increased Due to Minimum Wage and Maximum Class Size

Youth Programming					
Program	**Classes**	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
Okinawan Karate	18 Per Session	$90/Initial Family $75/Add. Family $50 Uniform Fee	$90/Initial Family $75/Add. Family $50 Uniform Fee	$140/New $90/Returning	
School's Out Program	N/A	$25/Day	$25/Day	$22/Day	
School's Out Program - Upgraded	N/A	$40/Day	$40/Day	N/A	
Parent's Night Out	9 Days	$12/Day	$12/Day	N/A	
Summer Recreation Day Camp	11-12 Weeks	$100/Week FT $90/Week FT $50/Week SS $45/Week SS +$15 Registration Fee $10-$40 Late Pick-Up Fee $10 Late Payment Fee	$100/Week FT $90/Week FT $50/Week SS $45/Week SS +$15 Registration Fee $10-$40 Late Pick-Up Fee $10 Late Payment Fee	$90/Week FT $80/Week FT $45/Week SS $40/Week SS +$10 Registration Fee $10-$40 Late Pick-Up Fee $10 Late Payment Fee	
Homeschool Gym	N/A	$3/Class	$3/Class	$3/Class	

Senior Citizen Programming					
Program	**Classes**	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
Arthritis Foundation Exercise	58	Free Program	Free Program	Free Program	
Senior Movie Day	12	Free Program	Free Program	Free Program	
Senior Trips	N/A	$20-$60	$20-$60	$20-$60	
Senior Wii Bowling	6 Per Session	$2/Session	$2/Session	$2/Session	

Miscellaneous					
Program	**Classes**	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
100 Mile Walking Club	N/A	Free Program	Free Program	Free Program	
Community CPR/First Aid Classes	3 Days	$50/Class	$50/Class	N/A	
Mini Camps & Clinics	36	$10-$50	N/A	N/A	New Program Offerings

Special Events

Special Events					
Event	**Date**	**2021 Proposed Registration Fee**	**2020 Registration Fee**	**2019 Registration Fee**	**Notes**
Father/Daughter Dance	February 5	$35/Couple $10/Additional $40/Couple $15/Additional	$25/Couple $10/Additional $30/Couple $15/Additional	$25/Couple $10/Additional $30/Couple $15/Additional	Fee Increase Due to Rising Costs of Event Production and to Bring About New/Exciting Additions
Easter Egg Hunt	March 27	Free Event	Free Event	Free Event	
Community Yard Sale	TBD	$20/Booth	$15/Booth	$15/Booth	Booth Fee Increase
Amp Events (9)	Various	Free Events	Free Events	Free Events	
Family Campout	TBD	$40/Family of 4 $5/Add. Family			
Have-A-Blast Celebration	June 25	Free Event	Free Event	Free Event	
Youth Tigger Triathlon	July 30	$25/Early $30/Late	$25/Early $30/Late	$25/Early $30/Late	
Adult Tiger Triathlon	July 31	$65-$110	$65-$110	Fees Vary	
got Mud? Run (Youth & Family)	August 21	$30/Early $35/Mid $40/Late	$25/Early $30/Mid $35/Late	$25/Early $30/Mid $35/Late	Fee Increase Due to Increase in Participation and Overall Expenditures
got Mud? Run (Adult)	August 28	$40/Early $45/Mid $50/Late	$40/Early $45/Mid $50/Late	N/A	
Senior (Citizen) Dine & Dance	September 24	$12/Early $15/Late	$12/Early $15/Late	$12/Early $15/Late	
Indoor Drive-In Movie	TBD	Free Event	Free Event	Free Event	
BOOgie Bash	October 22	Free Event	Free Event	Free Event	
Indoor Youth Garage Sale	November 6	$10/Booth	$10/Booth	$10/Booth	
Reindeer Run 5K	December 3	$22/Early $30/Early $27/Late $35/Late	$17/Early $25/Early $22/Late $30/Late	$17/Early $25/Early $22/Late $30/Late	Fee Increase of Offset Overall Expenditures. Discounted Rate Available w/ Toy Donation.
Breakfast w/ Santa	December 4	$3/Breakfast $1/Picture	$3/Breakfast $1/Picture	$3/Breakfast $1/Picture	

Republic Aquatic Center

Admission/Season Passes							
Description	**2021 Proposed Resident Fee**	**2021 Proposed Non-Resident Fee**	**2020 Resident Fee**	**2020 Non-Resident Fee**	**2019 Resident Fee**	**2019 Non-Resident Fee**	**Notes**
Daily Admission Fee	$5.50/Day	$6.50/Day	$5/Day	$6/Day	$5/Day	$6/Day	Fee Increased Due to Minimum Wage
Huna Add-On	$3/Day	$3/Day	$3/Day	N/A	$2/Day	N/A	
Non-Swimmer Fee	$2/Day	$2/Day	$1.50/Day	N/A	$1.50/Day	N/A	Fee Increased Due to Minimum Wage
Season Passes	$100/Initial $20/Additional	$120/Initial $25/Additional	$100/Initial $20/Additional	$120/Initial $25/Additional	$100/Initial $20/Additional	$120/Initial $25/Additional	

Programming				
Description	**2021 Proposed Program Fee**	**2020 Program Fee**	**2019 Program Fee**	**Notes**
Morning Splash Time	$2/Day	$2/Day	$2/Day	
Morning Lap Swim	$2/Day	$2/Day	$2/Day	
Evening Swim	$3/Day	$2/Day	$2/Day	
Group Swim (20+)	$5/Day	$3/Day	$3/Day	
Parent/Child Starfish	$30/Session	$25/Session	$25/Session	Fee Increased Due to Minimum Wage, No Increase Since 2005
Swimming Lessons	$50/Session	$50/Session	$50/Session	
Open Water Exercise	$5/Class	$30/Session	$30/Session	Changed to Drop-In Format
Senior Water Exercise	$5/Class	$24/Session	$24/Session	Changed to Drop-In Format
Tiger Sharks Swim Team	$75	$75	$75	

Facility Rentals				
Description	**2021 Proposed Package Fee**	**2020 Package Fee**	**2019 Package Fee**	**Notes**
Party Package A (18)	$150 w/ Pizza $125 w/out Pizza	$150 w/ Pizza $125 w/out Pizza	$125 w/ Pizza $100 w/out Pizza	
Party Package B (36)	$275 w/ Pizza $225 w/ out	$275 w/ Pizza $225 w/ out	$250 w/ Pizza $200 w/out Pizza	
Facility Rental (<75)	$150/Hour	$150/Hour	$150/Hour	
Facility Rental (76-150)	$175/Hour	$175/Hour	$175/Hour	
Facility Rental (>150)	$200/Hour	$200/Hour	$200/Hour	
Huna Add-On	$50/Hour	$50/Hour	$50/Hour	
Huna Rental	$75/Hour	$75/Hour	$75/Hour	

Facility/Equipment Rentals

Community Center Gym Rentals										
Rental Type	**2021 Proposed Rental Fee (Non-Profit)**	**2021 Proposed Rental Fee (For Profit)**	**2020 Proposed Rental Fee (League)**	**2020 Rental Fee (Non-Profit)**	**2020 Rental Fee (For Profit)**	**2020 Rental Fee (League)**	**2019 Rental Fee (Non-Profit)**	**2019 Rental Fee (For Profit)**	**2019 Rental Fee (League)**	**Notes**
Full Court	$25/Hour $20/Hour 5+	$40/Hour $28/Hour 5+	$20/Hour N/A	$25/Hour $20/Hour 5+	$40/Hour $28/Hour 5+	$20/Hour N/A	$25/Hour $20/Hour 5+	$40/Hour $28/Hour 5+	$20/Hour N/A	
Half Court	$12.50/Hour	$20/Hour	$10/Hour	$12.50/Hour	$20/Hour	$10/Hour	$12.50/Hour	$20/Hour	$10/Hour	

Community Center Room Rentals							
Rental Type	**2021 Proposed Rental Fee (Non-Profit)**	**2021 Proposed Rental Fee (For Profit)**	**2020 Rental Fee (Non-Profit)**	**2020 Rental Fee (For Profit)**	**2019 Rental Fee (Non-Profit)**	**2019 Rental Fee (For Profit)**	**Notes**
Community Room A	$30/Hour $22.50/Hour 5+	$40/Hour $30/Hour 5+	$25/Hour $17.50/Hour 5+	$40/Hour $28/Hour 5+	$25/Hour $17.50/Hour 5+	$40/Hour $28/Hour 5+	Fees Increased Due to Enhanced Amenities, Survey of Other Facilities
Community Room B	$40/Hour $30/Hour 5+	$55/Hour $42/Hour 5+	$35/Hour $24.50/Hour 5+	$56/Hour $40/Hour 5+	$35/Hour $24.50/Hour 5+	$56/Hour $40/Hour 5+	Fees Increased Due to Enhanced Amenities, Survey of Other Facilities
Community Room A&B	$60/Hour $45/Hour 5+	$80/Hour $60/Hour 5+	$50/Hour $35/Hour 5+	$80/Hour $56/Hour 5+	$50/Hour $35/Hour 5+	$80/Hour $56/Hour 5+	Fees Increased Due to Enhanced Amenities, Survey of Other Facilities
Community Room C	$20/Hour $15/Hour 5+	$30/Hour $22.50/Hour 5+	$15/Hour $10.50/Hour 5+	$24/Hour $17/Hour 5+	$15/Hour 10.50/Hour 5+	$24/Hour $17/Hour 5+	Fees Increased Due to Enhanced Amenities, Survey of Other Facilities
Party Packages	$125 Basic $150 Themed $200 Upgraded	N/A	$125 Basic $150 Themed $200 Upgraded	$125 Basic $150 Themed $200 Upgraded	$125 Basic	$125 Basic	

Gerry Pool Senior Friendship Center Rentals				
Rental Type	**2021 Proposed Rental Fee**	**2020 Rental Fee**	**2019 Rental Fee**	**Notes**
Banquet Room	$80/4 Hours $10/Add'l Hour	$75/4 Hours $10/Additional	$75/4 Hours $10/Additional	Fee Increased Due to Minimum Wage (Senior Center Facility Monitor)

Pavilion Rentals				
Rental Type	**2021 Proposed Rental Fee**	**2020 Rental Fee**	**2019 Rental Fee**	**Notes**
Pavilion	$10/Hour	$10/Hour	$20/2 Hours $5/Add Hour	

Baseball/Softball Field Rentals				
Rental Type	**2021 Proposed Rental Fee**	**2020 Rental Fee**	**2019 Rental Fee**	**Notes**
Baseball/Softball Fields (Tournament)	$150	$150	$75	
Baseball/Softball Fields (Practice)	$30/Season	N/A	N/A	

Amphitheater Rentals							
Rental Type	**2021 Proposed Rental Fee (NP)**	**2021 Proposed Rental Fee (P)**	**2020 Rental Fee (NP)**	**2020 Rental Fee (P)**	**2019 Rental Fee (NP)**	**2019 Rental Fee (P)**	**Notes**
Venue Only w/ Power	$25/Hour $20/Hour 5+	$40/Hour $32/Hour 5+	$25/Hour $20/Hour 5+	$40/Hour $32/Hour 5+	$25/Hour $20/Hour 5+	$40/Hour $32/Hour 5+	
Sound Equipment Add-On	$150	$175	N/A	N/A	N/A	N/A	Added Based Upon Requests for Sound Equipment Only (No Screen/Projector)
Outdoor Movie Add-On	$250	$300	$250	$300	$250	$300	
Stage Add-On	$50	$60	$50	$60	$50	$60	
Truss Lighting Add-On	$20	$25	$20	$25	$20	$25	

Equipment Rentals				
Rental Type	**2021 Proposed Rental Fee**	**2020 Rental Fee**	**2019 Rental Fee**	**Notes**
Canoe	$15/Day	$15/Day	$25/3 Days	
Kayak	$15/Day	$15/Day	$30/3 Days	
Tandem Kayak	$15/Day	$15/Day	$35/3 Days	
Tiger Bounce House	$25/Hour	$25/Hour	$25/Hour	
Disc Golf	Free	Free	Free	

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-54 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title VII, "Utilities," Regarding Utility Billing.
Submitted By:	Debbie Parks, Finance Director
Date:	December 8, 2020

Issue Statement

Staff is proposing change to the current Utility Administration (Title VII) to update the processes of the Utility Billing Department.

Discussion and/or Analysis

Staff has evaluated the City's Utility Billing Administration Codes. There have been several improvements to processes to assist customers that will need to be updated in the City code. The City Ordinances were also examined to make sure the code was fulfilling the City's Mission, Vision, and Values. The Utility Billing Department's mission is providing exceptional customer service by creating trust through compassion and accuracy. To fulfil the mission changes were required to be able to improve customer service relations and efficiencies.

The proposed changes are listed below:

- Section 705.040 – adding language to state the date emailed since some customers do not receive a paper bill anymore.
- Section 705.050 – changing the delinquent date to 11:59 p.m. for online or phone payments. With the implementation of the new IVR system it will make it hard to reconcile payments coming in after 5:00 p.m.
- Section 705.060 – changing the water usage adjustment from 100% over average usage to 50% over average usage. Changing the wording from one billing cycle to include two consecutive cycles (this addresses the issue of not finding a leak until the next cycle has started). Adding language for the City Administrator or designee to waive the one adjustment per calendar year and two consecutive cycles in the best interest of the City.
- Section 705.120 – changing the winter average from November – March to January – March. A lot of accounts are adversely affected during November and December from having extra visitors in their home for the holiday which inflates the average. The intent of averaging is to establish the amount of normal usage to set wastewater in the summer.

- Section 705.120 - The City's financial software has the capability to reduce the sewer average to match the actual water usage. For example, if a customer uses 3,000 gallons in July, but their wastewater average is set at 4,000, then it would automatically reduce it to the 3,000 to match the actual.
- Section 705.050 – includes a provision to allow the City to waive utility shutoffs when it is the best interest of the health of staff or customers. Heat advisories and below freezing temperatures are situations that would warrant waiving or postponing shutoffs.
- Section 705.160 – removing the mandatory monthly transfers to capital repair and maintenance funds. The required capital reserves and reserves will be established through the City's annual process and financial policies (debt ratios, operating reserve requirements, and bond covenants).
- Section 705.170 – Allowing the billing out of the water deposit. With the City's new online application for service (established to assist customers during COVID-19), there is not a way to collect the deposit online and it will need to be billed out. It is a process improvement for the customers to establish service online, this allows the City to collect the deposit without making the customers have another step of coming in or calling in to pay the deposit.
- Section 705.180 – hydrant meters –developers usually need it longer than 2 weeks. Changing it to 1 month for usage without penalty. Also allowing for an extended term with a written agreement and with an extended-term deposit. Also allowing customers to use their own hydrant meters if they read the water usage in gallons and have an air gap.
- Section 705.190 – allowing the $10 set up fee to billed on the first month bill. This addresses the City's new online application issue.

In addition, the reference to the dollar amount of the fees is being removed in this section and instead inserts language "fees are provided for in the fee schedule fond in Section 800.1000 of this code.

Recommended Action

Staff recommends approval of the proposed utility administration changes.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY AMENDING TITLE VII, "UTILITIES," REGARDING UTILITY BILLING

WHEREAS, the City of Republic, Missouri, (herein called the "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, after reviewing and evaluating the City's utility billing ordinances, process and mission improvements have been to the ordinances to improve customer service relations and efficiencies; and

WHEREAS, the Council finds the changes to the utility billing ordinances are needed to improve the efficiency of the City and the relationships with the Citizens.

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

Section 1. Title VII, "Utilities," is hereby amended by amending the Sections below to read as follows:

Section 705.040 Duration of Customer's Responsibility For Utility Service — Determination of Date Presented.

Utility bills and notices to any customer shall be deemed to have been presented and given when deposited in the United States mail addressed to the last known address of such customer as shown on the records of the Utility Billing Department. For customers who opt into electronic billing, it is deemed to have been presented and given when the bill is emailed to the email address provided by the customer.

Section 705.050 Bills For Utility Services — Due Date — Delinquency — Effect of Non-Payment.

A. Each bill for water and sewer service shall be due and payable upon mailing and shall become delinquent if not paid by 5:00 P.M. for lobby or drop box payments or 11:59 P.M. for online or Interactive Voice Response (IVR) payments on the due date contained on the bill. If the due date falls upon a Saturday, Sunday or City-observed holiday, such bill shall become delinquent if not paid by ~~5:00~~11:59 P.M. on the first day thereafter which is not a Saturday, Sunday or City-observed holiday. All delinquent accounts shall be subject to an additional ~~five dollar~~ fee as provided for in the fee schedule found in Section 805.100, to cover the cost of collection and processing, and such amount shall be added to each delinquent water and sewer bill. The ~~five dollar~~ delinquency fee as provided for in the fee schedule found in Section 805.100 may be waived, if requested by the customer, if they have had no payment delinquencies during the last twelve (12) consecutive months.

B. Water and sewer bills which remain delinquent at 5:00 P.M. on the 10th day after the due date or at 5:00 P.M. on the first business day thereafter if the 10th day falls on a Saturday, Sunday or City-observed holiday, if the past due amount is $25.01 or greater, shall result in the immediate disconnection of water service and subject to a ~~twenty-five dollar~~reconnection/processing fee as provided for in the fee schedule found in Section 805.100. Payment of delinquent water/sewer bills subject to disconnection of service, but before the physical act of disconnection shall not serve to prevent the assessment of the reconnection/processing fee. Service shall not be restored until payment is made of all amounts past due plus applicable reconnection/processing fees. Upon receipt of payment of all amounts due, service shall be restored no later than 5:00 P.M. on the next business day. Payments after disconnection must be made in cash, money order, credit card, debit card, or approved check. Water service shall not be re-established on weekends, or City holidays, or on such other days as the City may be operating with a reduced staff. The City can waive or postpone shutoffs in the best interest of staff, customers, or property. Shutoffs can be waived for heat advisories, temperatures below 32 degrees, or other extreme weather events.

C. Partial payments for the continuance of services in lieu of full amount due or delinquent may be approved at the discretion of the City Administrator or his designee. The City Administrator is authorized to develop and implement the terms of the partial payment which shall be set forth and agreed to in writing by the customer and the City Administrator or his designee.

D. When necessary, utility deposits may be applied to delinquent accounts. Prior to utility service being restored, if a delinquent account has an insufficient deposit, the utility customer will be required to replenish his or her utility deposit at the current rate, as well as any additional costs associated herein.

1. The City may waive the requirements of this Subsection for customers with twelve (12) months of continuous service with no payment delinquencies.

E. Any occupant or user of the premises receiving utility services shall be jointly and severally liable to pay for such services rendered on such premises. The City shall have the power to sue any occupant, user or combination thereof in a civil action and receive any sums due for such services plus a reasonable attorney's fee to be determined by the court.

Section 705.060 Adjustments.

A. The City may adjust any customer utility bill when any such customer usage exceeds that customer's normal usage by more than ~~one hundred percent~~fifty (50%~~100%~~) as a result of a water leak. The adjusted water and sewer billing shall be computed by deducting the monthly metered average of the last three (3) months from the meter reading that includes the leakage and then charging such customer for fifty percent (50%) of the remainder. This

adjustment shall not apply to any service address where the structure has not been issued an occupancy permit by the appropriate regulatory authority. No more than one (1) adjustment may be applied to any service connection or structure within any calendar year and shall not encompass charges for more than ~~one (1)~~ two (2) billing cycle. The City Administrator or designee has the authority to waive the above requirement, when it is determined that it is in the best interest of the City to allow more than one adjustment in the calendar year, or adjust more than two (2) billing cycles. When, in the sole opinion of the City, the leakage did not enter the sanitary sewer system, 100% of the leakage will be deducted from the sewer billing

B. No water or sewer adjustments will be made until the City is satisfied the repairs have been made.

Section 705.080 Bad Checks — Place of Payment.

A service charge of ~~twenty dollars ($20.00)~~ as provided for in the fee schedule found in Section 805.100 is hereby imposed upon any person or entity who, in an attempt to discharge any indebtedness owed to the City, issues or passes to any City Official or employee any check or other similar sight order for the payment of money which is not honored by the drawee for any reason.

Section 705.120 Basis For Computing Utility Bills.

A. All utility customers shall be billed on the basis of monthly usage as determined by monthly water meter and/or sewage meter readings, except as authorized in this Chapter. If a utility customer either discontinues service before a full billing cycle or starts new service before a full billing cycle, any flat-rate portion of any monthly service charges shall be prorated by taking the monthly rate and dividing it by thirty (30) days.

B. Residential utility users shall be billed a sanitary sewer charge based on metered water usage during the months of ~~November~~ January through March. Unless a residential utility user selects to be billed based upon metered water usage according to Subsection (C), during the months of April through October, residential utility users shall be billed a sanitary sewer charge based on the average monthly water usage (rounded off to the nearest hundred gallons) of the previous period of ~~November~~ January through March. In the event the sewer average set from the months of January through March is higher than the actual water usage, the City may adjust the sewer average down to match current month water usage to the nearest 100th gallon.

1. New residential utility customers may supply and the City may accept usage data from a customer's previous residence to calculate a ~~November~~ January through March average.

2. Customers without ~~November~~ January through March historic data will remain at the sanitary sewer rate selected by them according to Subsection (B)(3) upon initiating utility service until such time as the ~~November~~ January through March usage calculation is determined the following year.

3. Unless a new residential user selects at the time they start utility service for their sanitary sewer usage to be billed based upon metered water usage, all new residents owning, leasing, or otherwise occupying a residence or dwelling unit within the City and connected to the sanitary sewer system, where such new resident has no historic data of water or sanitary sewer usage, shall pay sewer charges based upon one thousand seven hundred (1,700) gallons of water usage per person for each person residing or living in any such residence or dwelling unit. After three full months of water usage, the new residential utility user who did not elect to be billed based upon metered water usage will remain on the sewer average assigned to them when they established service unless the water usage is less than the assigned average; then the sewer average will be set by averaging the first three months of water usage. Such sewerage charge calculation shall be in effect until such time as the average monthly usage can be calculated in accordance with this Subsection.

C. Residential utility users can select to be billed based upon metered water usage for their sanitary sewer charge by selecting that billing method if they are a new residential user at the time they start service or if they are an existing residential utility user by selecting that billing method on a form approved by the City and delivered to the City during the month of January. Existing residential utility users can also select to be moved from metered water usage billing for their sanitary sewer charge to average water usage in accordance with Subsection (B) during the month of January using a form approved by the City and delivered to the City. However, no residential utility user may move from metered water usage to average water usage or from average water usage to metered water usage for their sanitary sewer charge more than one (1) time per calendar year.

D. Contractors and owners of units under construction, prior to the sale or leasing thereof, shall pay water charges at actual usage as stated in Subsection (A) above. Sewer charges are to be billed at the base amount as shown in Section 705.210, until such time the occupancy permit is issued by the City for said residence. At that time said contractors and owners base sewer amount will be converted to actual usage.

E. In the event that a customer can provide evidence suitable to the City of the consumption of water in a manufacturing or industrial process, the basis of sanitary sewer service charges for a customer may be established by agreement in writing between the City and the user, the agreement shall be reviewed annually by the City and user and may be so reviewed at such other times as the City, in its discretion, may require or permit.

F. The owners of tenant-occupied property shall have the right to examine the collection records of the City for the purpose of determining whether such rates and charges have been paid by such tenants; provided that such examination shall be made at the office at which

such records are kept and during the hours that such office is open for business.

G. The City shall have the right and privilege to discontinue water service to any customer or refuse water service to any customer, whether previously served or not, for any reason which, in the sole judgment and discretion of the City, may be valid or sufficient.

Section 705.130 Users Outside City Limits of Republic.

Utility users outside of the City limits of Republic shall be assessed an additional charge ~~of fifty percent (50%)~~ as provided for in the fee schedule found in Section 805.100. Any City utilities users who have executed a valid and enforceable voluntary consent to annex in a form approved by the City suitable for recording in the County land records and accepted by the City on or before March 3, 2020, shall be charged at the rate established for those users within the City limits. Should a voluntary consent to annex become unenforceable for any reason, then the ~~fifty percent (50%)~~ additional charge as provided for in the fee schedule found in Section 805.100 shall be applicable.

Section 705.150 Base Charge For Water Service.

Utility customers using less than the minimum monthly usage shall be required to pay the full amount of the base charge. If utility service is disconnected during a reading cycle, utility customer shall be required to pay, at a minimum, the base charge, prorated by taking the monthly rate and dividing it by thirty (30) days.

Section 705.160 Water User Fees.

A. *Purpose.* It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City of Republic to collect fees from all users of the municipal water system. The proceeds of such fees so derived will be used for purposes to include, but not limited to, operating, maintaining, improving and retiring the debt for such public water system.

B. *Definitions.* As used in this Section, the following terms are defined as follows:

ANNUAL EXPENSES

Include, but are not limited to, all costs associated with operating and managing the water system.

CAPITAL IMPROVEMENTS

Include, but are not limited to, all expenditures toward the purchase or construction of equipment or facilities which will increase, improve, expand or extend the Water System.

Capital improvements shall include main replacement and other budgeted capital outlay.

EQUIPMENT REPLACEMENT

Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the water system to maintain the capacity and performance for which such works were designed and constructed.

OPERATION AND MAINTENANCE

All expenditures during the useful life of the system for materials, labor, utilities and other items which are necessary for managing and maintaining the water system, including interfund transfers and debt service.

USEFUL LIFE

The estimated period during which the water system works will be operated.

USER

The owner or occupant of property or premises that is connected directly or indirectly to the municipal water system.

USER FEE

That portion of the total water service fee which is levied in a proportional manner for the cost of operation, maintenance, equipment replacement and capital outlay of the water system.

WATER SYSTEM

Any devices and systems owned and operated by the City of Republic for the production, storage, treatment, recycling and distribution of water. These include transmission and distribution lines, pumping, power and other equipment and their appurtenances; extensions, improvements, remodeling, additions and alterations thereof; elements essential to provide a reliable water supply such as standby treatment units and any works, including site acquisition of land, that may be a part of the maintenance, production, storage or treatment process.

C. *Collection And Disbursements.*

1. The user fee system shall generate sufficient annual revenues to pay the costs of all annual expenses. This may include costs associated with debt retirement of bonded capital associated with financing water system improvements which the City may by ordinance designate be paid by the user fee system.

2. That portion of the user fees which are designated for the operation and maintenance, equipment replacement and capital improvement purposes as established herein, shall be deposited in a separate non-lapsing fund designated as the Operation and Maintenance, Equipment Replacement and Capital Improvement Fund ~~and will be kept in three (3) primary accounts as follows:~~ at the end of each fiscal year if not used during the budget year for the above mentioned purposes and in line with current debt covenants. The use of these funds are established through the budgeting process each fiscal year.

a. The Operation and Maintenance Account shall be an account designated for the specific purpose of funding operation and maintenance cost (including debt service but excluding equipment replacement and capital outlay) of the water system. ~~Deposits in the Operation and Maintenance Account shall be made monthly from the system revenues in the minimum amount of twenty-five thousand seven hundred eight dollars ($25,708.00).~~

b. The Equipment Replacement Account shall be an account designated for the specific purpose of ensuring the replacement needs of the existing water system over its useful life. ~~Deposits in the Equipment Replacement Account shall be made monthly from the system revenues in the minimum amount of one thousand two hundred one dollars ($1,201.00).~~

c. The Capital Improvement Account shall be an account designed for the purpose of ensuring improvement needs over the useful life of the water system. ~~Deposits in the Capital Improvement Account shall be made monthly from the system revenues in the minimum amount of forty-one thousand six hundred twenty-eight dollars ($41,628.00).~~

3. Fiscal year-end balances in the Operation and Maintenance Account, Equipment Replacement Account and the Capital Improvement Account shall be carried over to same accounts in each subsequent fiscal year and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the Operation and Maintenance, Equipment Replacement or the Capital Improvement Account shall be returned to their respective accounts upon appropriate adjustment of the user fees for operation, maintenance and capital improvements. The user fee(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year following the fiscal year in which the monies were borrowed.

D. *User Fee Structure.*

1. Each user shall pay for the services provided by the City based on their use of the water system as determined by water meters acceptable to the City.

2. All monthly user fees will be based on monthly water usage.

3. For those users inside City limits, each user will be charged a monthly minimum fee plus a unit fee per one thousand (1,000) gallons, or fraction thereof as shown below. User fees for all customers not within the boundaries of the City of Republic shall be one and one-half (1½) times the inside fee as specified herein.

4. The water service rates to be charged shall be ~~as follows:~~<u>as provided for in the fee schedule found in Section 805.100.</u>

~~Effective date for services provided on or after:~~	~~June 1, 2011~~		~~December 1, 2011~~		~~December 1, 2012~~	
	~~Inside City Rate~~	~~Outside City Rate~~	~~Inside City Rate~~	~~Outside City Rate~~	~~Inside City Rate~~	~~Outside City Rate~~
~~Base charge per month for 1,500 gallons or less~~	~~$6.16~~	~~$9.24~~	~~$6.53~~	~~$9.80~~	~~$6.86~~	~~$10.29~~
~~Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof~~	~~$3.12~~	~~$4.68~~	~~$3.31~~	~~$4.97~~	~~$3.39~~	~~$5.09~~

~~Effective date for services provided on or after:~~	~~December 1, 2013~~		~~December 1, 2014~~	
	~~Inside City Rate~~	~~Outside City Rate~~	~~Inside City Rate~~	~~Outside City Rate~~
~~Base charge per month for 1,500 gallons or less~~	~~$7.20~~	~~$10.80~~	~~$7.56~~	~~$11.34~~
~~Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof~~	~~$3.47~~	~~$5.21~~	~~$3.56~~	~~$5.34~~

E. *Annual Review.*

1. The City of Republic shall review the user fee system annually or as frequently as needed and revise user fees as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance, including equipment replacement and capital improvements, and that the system continues to provide for the proportional distribution of annual expenses among users.

2. The City of Republic will notify each user at least annually, in conjunction with a regular bill, of the user fees being charged for use of the water system.

Section 705.170 Utility Service Deposit.

Prior to being furnished utility service, each applicant shall be required to submit a deposit with the City. The deposit schedule can be found in Section 805.100. ~~the following deposit fee, except as hereinafter provided:~~

~~Meter Size~~	~~Deposit Amount~~
~~5/8 - inch water meter connection~~	~~$150.00~~
~~1 - inch water meter connection~~	~~$250.00~~
~~1½ - inch water meter connection~~	~~$350.00~~
~~2 - inch water meter connection~~	~~$500.00~~
~~3 - inch water meter connection~~	~~$700.00~~
~~4 - inch water meter connection~~	~~$1,000.00~~
~~6 - inch water meter connection~~	~~$1,500.00~~
~~8 - inch water meter connection~~	~~$2,000.00~~

All or any portion of the deposit described herein may be applied by the City at any time to any delinquent utility account as stated in Section 705.050. Upon the termination or discontinuance of any utility service for which a deposit was made by the customer thereof, such deposit shall be applied to customer's final bill.

After twelve (12) months of consecutive utility service with no more than one (1) delinquent payment, the above-mentioned utility service deposit may be applied to the customer's utility service account upon customer's request.

The City may waive a utility service deposit for five-eighths (5/8) inch water meter connections if an applicant submits, ~~on a form provided by the City~~, proof from the applicant's immediately preceding utility services provider of the following:

1. The applicant had at least twelve (12) months of continuous service from applicant's last utility services provider;
2. The applicant had no more than one (1) payment delinquency during the final twelve (12) months of service by applicant's last utility services provider; and [Ord. No. 17-21 § 1, 5-16-2017]
3. The applicant's utility service was not disconnected or discontinued by applicant's last utility services provider for reasons of delinquency or non-payment.

4. The City Administrator or designee can bill out the initial deposit up to six (6) months. If a proof of continuous service is not received within 1 (one) week of setting up service, the deposit will be automatically set up to bill over a six (6) month period.

Section 705.180 Hydrant Meter Deposit.

Prior to obtaining a hydrant-metering device, customers are required to submit a deposit. The deposit schedule can be found in Section 805.100. ~~pay the following:~~

~~Metering devices under 2"~~	~~$250.00 deposit~~
~~2" or larger metering device~~	~~$750.00 deposit~~
~~Labor for installation~~	~~$25.00 per meter~~

In addition to the costs contained herein, usage is billed at the inside City rates as determined in Section 705.160. Any credit balance to be returned to customer from the deposit will go through the same process as water deposit reimbursements.

Metering devices are only to be used inside the corporate limits of the City of Republic and shall not be in user's possession for more than ~~two (2)~~ one (1) ~~weeks~~ month at a time. After ~~two (2) weeksone~~ (1) month, the meter must be returned to the City in good condition to avoid additional charges. If the meter is not returned at the appropriate time or in good condition, the balance of the deposit, or a portion thereof, shall be forfeited. If necessary, the City will take the appropriate action to recover metering devices that are not returned. The City Administrator or designee can enter into an extended-term agreement through a written agreement. An extended-term deposit will be required. The extended-term deposit amounts can be found in section 805.100.

A customer may opt to use a non-City owned hydrant metering devise. Any non-City owned hydrant meter needs the ability to read in gallons and must include a stop gap (air gap to protest backflow into the hyrant).

Section 705.190 Miscellaneous Charges.

A. Prior to being furnished utility service, an account set-up fee ~~of ten dollars ($10.00)~~ as provided for in the fee schedule found in Section 805.100, shall be paid by each utility applicant to cover the expense of processing the application for utility service. This fee will be placed on the first bill if not paid at the time of set up. Applications for new service that come in from the City's Website will automatically have the set-up fee on the first monthly bill.

B. A customer requesting meter installation shall pay an installation trip charge as provided for in the schedule found in Section 805.100 and have the site ready for installation. ~~Upon a customer's request for meter installation, the City of Republic will make the initial trip to the meter site at no charge. Should subsequent trips be needed as a result of failure to have the site ready for installation, a twenty-five dollar ($25.00) meter installation trip charge will be assessed to the customer's account for each subsequent trip necessary for installation of the meter.~~ In addition, the customer shall be responsible for a meter assembly charge as provided for in the schedule found in Section 805.100.

C. A customer who requests a temporary disconnection of service, for other than repair of a recorded water leak or for longer than a forty-eight (48) hour period, will be assessed a fee as a ~~twenty-five dollar ($25.00)~~ turn on charge as provided for in the fee schedule found in Section 805.100, the customer's written notification to the City for reinstatement of services.

Section 705.200 Base Charge For Sewer Service.

Sewer customers shall be required to pay at a minimum the base charge as shown in Section 705.210. Should their usage exceed the base charge they will be required to pay based on metered usage for the billing cycle. If utility service is disconnected during a reading cycle, utility customer shall be required to pay, at a minimum, the base charge. ~~Should their usage during the final~~

~~reading cycle exceed the base charge, they will be required to pay the full amount of usage during this period.,~~ prorated by taking the monthly rate and dividing it by thirty (30) days.

Section 705.210 Sanitary Sewer Rates.

The sanitary sewer service rates to be charged shall be as ~~follows:~~ provided for in the fee schedule found in Section 805.100.

Section 705.220 Sanitary Sewer Rates — Additional Charges.

A. In order that the rates and charges may be justly and equitably adjusted to the service rendered, the City shall have the right to base its charges not only on volume but also the strength and characteristics of sewage and wastes which it is required to treat and dispose of. The City shall have the right to measure and determine the strength and content of all sewage and wastes discharged, either directly or indirectly, into the City's sanitary sewerage system in such a manner and by such method as it may deem practicable in the light of the conditions and attending circumstances of the case in order to determine the proper charge.

1. *Extra charges for discharge of excess BOD.*

a. Any customer inside the corporate limits of the City of Republic who discharges sewerage having a BOD concentration in excess of two hundred fifty (250) mg/1 shall pay an additional charge ~~of thirty-three cents ($.33 per pound of excess BOD discharged~~ as provided for in the fee schedule found in Section 805.100.

b. Any customer outside the corporate limits of the City of Republic who discharges sewerage having a BOD concentration in excess of two hundred fifty (250) mg/1 shall pay an additional charge ~~of fifty cents ($.50) per pound of excess BOD discharged.~~ as provided for in the fee schedule found in Section 805.100.

2. *Extra charges for discharge of excess TSS.*

a. Any customer inside the corporate limits of the City of Republic who discharges sewerage

having a TSS concentration in excess of three hundred (300) mg/1 shall pay an additional charge ~~of twenty-six cents ($.26) per pound of excess TSS discharged~~ as provided for in the fee schedule found in Section 805.100.

b. Any customer outside the corporate limits of the City of Republic who discharges sewerage having a TSS concentration in excess of three hundred (300) mg/1 shall pay an additional charge ~~of thirty-nine cents ($.39) per pound of excess TSS discharged.~~as provided for in the fee schedule found in Section 805.100.

3. *Extra charges for discharge of excess phosphorus.*

a. Any customer inside the corporate limits of the City of Republic who discharges sewerage having a phosphorus concentration in excess of ten (10) mg/l shall pay an additional charge ~~of fifty-three cents ($.53) per pound of excess phosphorus discharged.~~ as provided for in the fee schedule found in Section 805.100.

b. Any customer outside the corporate limits of the City of Republic who discharges sewerage having a phosphorus concentration in excess of ten (10) mg/l shall pay an additional charge ~~of eighty cents ($.80) per pound of excess phosphorus discharged.~~ as provided for in the fee schedule found in Section 805.100.

4. *Extra charges for discharge of toxic substances.* Any customer who discharges a toxic substance which is deleterious to the treatment process or to sludge utilization shall be liable for all costs incurred by the City in returning the treatment process or sludge to its proper condition. Such extra charges shall be determined by the Director subject to review and approval by the City Council.

Section 705.250 General Provisions.

A. *Schedule established.* Notwithstanding any other provision to the contrary, there is hereby established a charge to every new or expanded user of the City's water and sewer system, which is in addition to other fees and charges under this Code. An expanded user of the water or sewer system is a user which increases the size or number of water meters serving its property or premises. Water and sewer impact fees will be in accordance following fee schedule and shall be based on the water meter size serving the property or premises according to the following classifications:

1. Water impact fee classification for residential and commercial/industrial used to establish fees.

a. 5/8-inch x 3/4-inch: single-family residential size and individual residential unit connections in "R-2" and "R-1Z", otherwise minimum 1 inch.

b. 1-inch: multi-family residential (minimum "R-3" multi-family size).

c. 1.5-inch: multi-family residential.

d. 2-inch: multi-family residential.

e. 3-inch: multi-family residential.

f. 5/8-inch x 3/4-inch: for small commercial and office use with peak demand of less than 10 gallons per minute.

g. 1-inch: commercial/business/industrial.

h. 1.5-inch: commercial/business/industrial.

i. 2-inch: commercial/business/industrial.

j. 3-inch: commercial/business/industrial.

k. 4-inch: commercial/business/industrial.

l. 6-inch: commercial/business/industrial.

2. Sewer impact fee classification for residential and commercial/industrial used to establish fees.

a. 5/8-inch x 3/4-inch: single-family, residential size and individual residential unit connections in "R-2" and "R-1Z", otherwise minimum 1 inch.

b. 1-inch: multi-family residential (minimum multi-family size).

c. 1.5-inch: multi-family residential.

d. 2-inch: multi-family residential.

e. 3-inch: multi-family residential.

f. 5/8-inch x 3/4-inch: for small commercial and office use with peak demand of less than 10 gallons per minute.

g. 1-inch: commercial/business/industrial.

h. 1.5-inch: commercial/business/ industrial.

i. 2-inch: commercial/business/industrial.

j. 3-inch: commercial/business/industrial.

k. 4-inch: commercial/business/industrial.

l. 6-inch: commercial/business/industrial.

The Impact Fee Schedule shall be found in Section 805.100.

~~Impact Fee Schedule~~
~~Residential~~

~~Through December 31, 2013~~

~~Meter Size (inches)~~	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Notes~~
~~5/8 x 3/4~~	~~$350~~	~~$450~~	~~Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch~~
~~1~~	~~$1,400~~	~~$1,800~~	~~Minimum fee for "R-3"~~
~~1.5~~	~~$2,100~~	~~$2,700~~	~~Multi-family~~
~~2~~	~~$2,800~~	~~$3,600~~	~~Multi-family~~
~~3~~	~~$4,200~~	~~$5,400~~	~~Multi-family~~

~~Impact Fee Schedule~~
~~Residential Effective January 1, 2014~~

~~Meter Size (inches)~~	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Notes~~
~~5/8 x 3/4~~	~~$350~~	~~$750~~	~~Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch~~
~~1~~	~~$1,400~~	~~$4,500~~	~~Minimum fee for "R-3"~~
~~1.5~~	~~$2,100~~	~~$6,750~~	~~Multi-family~~
~~2~~	~~$2,800~~	~~$9,000~~	~~Multi-family~~
~~3~~	~~$4,200~~	~~$13,500~~	~~Multi-family~~

~~Impact Fee Schedule~~
~~Commercial~~

~~Meter Size (inches)~~	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Notes~~
~~5/8 x 3/4~~	~~$350~~	~~$750~~	~~For small commercial and office use with peak demand of less than 10 gallons per minute.~~

~~Impact Fee Schedule~~
~~Residential~~

~~Through December 31, 2013~~

~~Meter Size~~

~~(inches)~~

	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Notes~~
~~1~~	~~$1,400~~	~~$4,500~~	
~~1.5~~	~~$2,100~~	~~$6,750~~	
~~2~~	~~$2,800~~	~~$9,000~~	
~~3~~	~~$4,200~~	~~$13,500~~	
~~4~~	~~$5,600~~	~~$18,000~~	
~~6~~	~~$8,400~~	~~$27,000~~	

B. *Existing Users.* Existing users of the water or sewer system will not be assessed impact fees but any increase in the number or size of water meters serving the property or premises will be assessed as an expanded use.

C. *Increase In The Size Or Number Of Water Meters.* Any user who increases the size or number of water meters servicing its property or premises shall pay fees equal to the difference between the impact fees for the meter(s) which existed prior to the increase, and the impact fees for the newly installed meter(s).

D. *Irrigation Meters.* The impact fee schedule for new or expanded irrigation users shall be one-half (½) times the rate for water only. This is in addition to any fees for the master meter.

E. *Fees For Service Outside Of The City Limits.* The impact fee schedule for new or expanded users outside of the corporate limits of the City of Republic shall be one and one-half (1½) times the applicable rate shown herein.

F. *Time Of Payment.* Except as provided herein all impact fees shall be collected in conjunction with the issuance of a building permit, plumbing permit or other permit. The owner of any property or premises may enter into a fee agreement with the City Council providing for an alternate time of payment pursuant to the remaining terms of this Article.

G. *Annual Adjustment.* The impact fees set forth herein are directly related to construction costs incurred or expenses anticipated in the future and as such are influenced by the rate of interest on loans secured or the rate of inflation for future construction. Each rate established in Subsection (A) is subject to review and adjustment annually by City Council with such review occurring before adoption of the annual budget. City Council may adjust the fees as conditions warrant; however, if no annual adjustment is made or if City Council does not conduct a review, the then current impact fees shall remain in place.

H. *Exception.* Properties or premises with existing residential structures in the former Brookline Village center at the time on consolidation on June 6, 2005, as per a listing of property owners maintained by the City Clerk, shall be exempt from water and sewer impact fees per the policy established for properties in this area during the consolidation process. A copy of that policy is on file with the City Clerk. This exemption is contingent upon the ownership being the same as was of record on June 6, 2005, and that the residential structure was in existence on June 6, 2005. If ownership has changed or if a new structure is involved, then the schedule of fees contained herein shall be applicable.

I. *Denial Of Services.* The City, its boards, commissions or agents shall withhold or discontinue all City improvements or services of whatsoever nature, including the furnishing of sewer, water, and further, no permits shall be issued by the Community Development Department or Public Works Department to any property or premises to which applicable impact fees have not been paid.

J. *Severability.* The portions of this Article shall be severable. In the event that any portion of this Article is found by a court of competent jurisdiction to be invalid, the remaining portions of this Article are valid, unless the court finds the valid portions of this Article are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 710.290 Customer Service Line Furnished By Customer — Specifications.

A. The customer service line shall be furnished, installed and maintained by the customer at his/her expense and risk.

B. The water service line shall be constructed and conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City. The service line shall be constructed of Schedule 40 or heavier polyvinyl chloride (PVC), SDR-9 rolled tubing rated at 150 p.s.i., copper or any other material as approved by the Director with an inside diameter of no less than three-quarters (3/4) inch. Joints for PVC pipe can be either the gasketed type or glue on. If the joints are to be glued, then an approved primer/cleaner and solvent-type cements shall be used. The primer/cleaner shall be purple in color for identification purposes. The water service line shall not be within two (2) feet of a side property line unless the water main is positioned along the side property line. All pipe and fittings must be installed with granular pipe embedment, consisting of crushed or chipped limestone with a nominal size of not less than one-half (1/2) inch or greater than one (1) inch. Bedding material shall be used to provide a uniform trench bottom. A minimum bedding of two (2) inches above and below the exterior of the pipe is required. Water service lines laid

under drives, parking lots or traffic areas shall be either encased in metal conduit or shall be covered with a minimum of six (6) inches of cleaned crushed or chipped limestone, as specified herein, on all sides of the pipe or the pipe shall be cast iron or ductile iron.

C. For customer service lines constructed or replaced after the date of adoption of this Section, a minimum 12-gauge single strand copper clad steel conductive tracer wire with HDPE insulation shall be installed directly above and adjacent to the customer's water service line, where such piping is located within the public right-of-way. Wire splices shall be made with either rigid fittings or weatherproof connectors specifically designed for direct burial. Electric ground shall be established by splicing on to existing tracer wire where available or using a minimum one-inch copper grounding rod driven into the trench bottom near the water meter. The tracer wire shall be installed directly above the service line and taped every ten (10) feet using poly tape. The tracer wire shall be extended to the surface adjacent to the structure being served and housed within a protective enclosure constructed of Schedule 40 PVC pipe and a Schedule 40 PVC threaded clean-out with cap or an alternately constructed housing as may be approved by the City. The protective enclosure shall be extended to grade, installed so it is easily accessible but shall not be located within any driving or parking surface unless rigid clean-out fittings are used.

D. The Public Works Director shall be notified twenty-four (24) hours before the water service line and connection to the meter is ready for inspection. The ditch shall not be backfilled until the inspection is made with approval given. A water service line inspection fee ~~of forty dollars ($40.00)~~ as provided for in the fee schedule found in Section 805.100, shall be submitted to the City prior to inspection or approval for service. The City may refuse to give water service for failure to conform to the requirements contained herein.

Section 715.130 Connection To The Publicly Owned Treatment Works.

A. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purpose, situated in the City or in any area where there is an availability of sewers in a jurisdiction with which the City has an interjurisdictional sewage treatment agreement and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer of the City, is hereby required, at his/her expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this Chapter within one hundred eighty (180) days after sewer service is available, provided such sanitary sewer is within three hundred (300) feet of all structures used for human occupancy, employment, recreation or other purposes. In the event there is no sanitary sewer within three hundred (300) feet of the structure, the owner may request permission of the City to construct and maintain an adequate on-site wastewater treatment system installation at the owner's expense, until such time as a sanitary sewer is made available. At which time a public sanitary sewer does become available, the owner shall connect the building sewer to the

public sanitary sewer. The owner shall remove the septage from the sewage tank and dispose of it in an approved manner, and the sewage tank shall be abandoned and filled with suitable material or be removed.

B. No person shall make any connection to the POTW, either direct or indirect, without written permission from the Director nor reconnect wastewater services when such services have been disconnected for non-payment of a bill for wastewater services unless such bill for wastewater services, including charges for disconnection, has been paid in full.

C. No person shall tap into any sanitary sewer line of the POTW except by using an approved tapping method and an approved connection fitting unless otherwise approved by the Director. The Director shall develop reasonable rules and regulations on tapping and connecting procedures. These rules and regulations shall take force and effect five (5) days after the same shall be filed in the office of the City Clerk.

D. The building sewer shall be constructed and conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City. The building sewer shall be constructed of Schedule 40 or heavier polyvinyl chloride (PVC), cast-iron soil pipe or any other material as approved by the Director with an inside diameter of no less than four (4) inches. Joints of the building sewer shall be watertight and rootproof. Joints for PVC pipe can be either the gasketed type or glue on. If the joints are to be glued, then an approved primer/cleaner and solvent-type cements shall be used. The primer/cleaner shall be purple in color for identification purposes. Ninety-degree ells or bends shall not be allowed at any point of the building sewer. At the point where the building drain connects to the building sewer, there shall be a tee or wye and a cleanout extended above the flow line of the building sewer and the line brought up above the surface of the surrounding ground. The pipe shall have an approved cap or screw-in plug to be used for access. The building sewer shall be laid at a minimal slope of one quarter (1/4) inch of fall per foot of horizontal distance and may not be located within two (2) feet of a side property line unless the sanitary sewer main is positioned along the side property line. The connection of the building drain to the building sewer shall be made at a point not less than three (3) feet from the foundation and not more than five (5) feet from the foundation. The cleanout must be of the same size of pipe as the building sewer up to the foundation. All pipe and fittings must be installed with granular pipe embedding, consisting of crushed or chipped limestone with a nominal size of not less than one-half (1/2) inch or greater than one (1) inch. Bedding material shall be used to provide a uniform trench bottom. A minimum bedding of two (2) inches above and below the exterior of the pipe is required. When the building sewer runs in excess of one hundred (100) linear feet, additional cleanouts shall be installed a maximum of one hundred (100) linear feet apart. The building sewer shall not be installed in the same trench as the water supply line. Water service pipe and building sewer shall be separated by five (5) feet of undisturbed or compacted earth. An eighteen-inch vertical separation shall be required between the building sewer and water supply line. Where this vertical separation cannot be complied with, then the building sewer and water supply line shall be without joints or connections until a five-foot separation is obtained. When existing conditions do

not allow specified separation, sealed encasement shall be provided for either line until separation is achieved. Building sewers laid under drives, parking lots or traffic areas shall be either encased in metal conduit or shall be covered with a minimum of six (6) inches of crushed or chipped limestone, as specified herein, on all sides of the pipe, or the pipe shall be cast iron or ductile iron.

E. The maintenance and repairs of the building sewer shall be the responsibility of the owner to the point of connection with the City's sanitary sewer main. This shall include when the building sewer crosses any street, road, highway, alley or right-of-way.

F. For building sewers constructed or replaced after January 1, 2016, a minimum 12-gauge single strand copper clad steel high-strength conductive tracer wire with HDPE insulation shall be installed directly above and adjacent to the customer's building sewer line, where such piping is located within the public right-of-way. Wire splices shall be made with either rigid fittings or weatherproof connectors specifically designed for direct burial. Electric ground shall be established by splicing on to existing tracer wire where available or using a minimum one-inch copper grounding rod driven into the trench bottom near the sewer main. The tracer wire shall be installed directly above the building sewer line and taped every ten (10) feet using poly tape. The tracer wire shall be extended to the surface adjacent to the building clean out and housed within a protective enclosure constructed of Schedule 40 PVC pipe and a Schedule 40 PVC threaded clean out or an alternately constructed housing as may be approved by the City. The protective enclosure shall be extended to grade, installed so it is easily accessible but shall not be located within any driving or parking surface unless rigid clean-out fittings are used.

1. This provision shall apply to building sewers operating under pressure or vacuum except that protective housings for accessing the tracer wire shall be located adjacent to the associated pump vault.

G. A separate and independent building sewer shall be provided for every building and each individual premises intended to be maintained and owned separately, except where one (1) building may stand at the rear of another building in an interior lot and no public sanitary sewer is available or can be constructed to the rear building through any street, alley or right-of-way, in which case the building sewer from the front building may be extended to the rear building.

H. Whenever possible, the building sewer shall be brought to the building drain at an elevation that will permit gravity flow into the building sewer. In all buildings in which any building drain is too low to permit gravity flow to the sanitary sewer, the sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building drain or the nearest point that will permit gravity flow to the sanitary sewer. In any and all cases where the building drain or the drain of any plumbing fixture that drains by gravity is at a lower elevation than the highest elevation of the closest upstream manhole, which is part of the sanitary sewer main to which the building sewer is connected, a backwater valve shall

be installed on the building sewer. A backwater valve shall also be installed on the upstream portion of the building sewer if at any point of the building sewer there is a connection of a pressurized discharge line from a pump used to carry water from a building subdrain to the building sewer. All bearing parts of backwater valves shall be of corrosion-resistant material. Backwater valves shall comply with ASME A112.14.1, CSA CAN/CSA-B181.1 or CSA CAN/CSA-B181.2. Backwater valves shall be so constructed as to provide a mechanical seal against backflow. Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed. Backwater valves shall be installed so that access is provided to the working parts for service and repair.

I. Old building sewers may be used in connection with a new building only when the old building sewer is constructed per this Section. Building sewers constructed of any non-approved materials shall be abandoned and disconnected at the point of connection to the public sanitary sewer.

J. The Public Works Director shall be notified twenty-four (24) hours before the building sewer and connection to the public sanitary sewer is ready for inspection. The ditch shall not be backfilled until the inspection is made with approval given. Documentation of the location of the lateral shall be made at the time of inspection and shall be transferred to a permanent recordkeeping system established to document the same. A building sewer line inspection fee ~~of forty dollars ($40.00)~~ as provided for in the fee schedule found in Section 805.100, shall be submitted to the City prior to inspection or approval for service. The City may refuse to give sanitary sewer service for failure to conform to the requirements contained herein.

EXPLANATION – Matter in underline type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

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

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

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

Section 5. This Ordinance shall take effect and be in force on and after January 1, 2021.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2020.11.13 08:43:22 -06'00'

Final Passage and Vote: _____

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-55 An Ordinance of the City Council of the City of Republic, Missouri, Approving Amending the Zoning Code and Official Map by Changing the Classification of Approximately 0.33 Acres, Located at 341 West Summit Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).
Submitted By:	Brushworks by Tom Inc.
Date:	December 8, 2020

Issue Statement

Brushworks by Tom, Inc. has applied to change the Zoning Classification of approximately point three-three (**0.33) acres** of property located at 341 West Summit Street from **Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).**

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately point three-three (**0.33) acres** of land located at 341 West Summit Street. The Applicant is currently remodeling and adding to the footprint of the existing single-family dwelling on the property. If the Rezone is successful, the Applicant intends to construct an addition to the home that would function as a second dwelling unit.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City.**

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential development through proactive rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

The Plan more particularly describes appropriate future land uses through the depiction of a **"Future Land Use Map" (FLUM).** In this case, the FLUM depicts the subject property as having a **Medium Density Residential** designation. The City's Adopted 2005 Land Use Plan has identified the "**Medium Density Residential"** Future Land Use Map designation as a Residential area described as appropriate for **"Two Family Residential Development at 4-7 units per acre"** as well as **"neighborhood compatible institutional uses."**

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to residential development, as follows:

- **Goal:** Cost-effective Private Development Density. Encourage higher density development that will reduce the amount of infrastructure and cost to the developer and reduce the maintenance costs by the City.
    - **Objective:** Use the Land Use Plan to promote and guide the development of land at higher densities to reduce the amount of infrastructure constructed within the City.
    - **Policies:**
        - Plan for higher density development that will reduce the cost of maintenance of new infrastructure improvements, such as water, sanitary sewer, stormwater and roads.
- **Goal:** Encourage the development of Infill Housing
    - **Objective:** Promote infill housing development
    - **Policies:**
        - Promote infill development as a means of maximizing existing infrastructure and encouraging reinvestment in existing neighborhoods
- **Goal:** Diversify the Republic Housing Market.
    - **Objective:** Promote all types of residential development.
- **Goal:** Improve the quality of all types of housing in the City.
    - **Objective:** Encourage the development of high-quality housing regardless of the size, type, and density of housing being constructed.

The 2005 Land Use Plan identifies "Neighborhood Principles and Development Guidelines," which "provide guidance for how a mixture of land uses can work together to create community."

- **Principle:** Republic should be a full-service community for a diverse population consisting of neighborhoods designed for human interaction.
    - **Guideline:** A range of housing types and sizes to accommodate household of all ages and sizes should be provided in each Republic neighborhood. A mix of housing types within a neighborhood creates visual and economic variety as well as opportunities for a more diverse population.

The subject property, located in the northwestern portion of the City, sits at the intersection of Summit Street and West Avenue. The surrounding properties are overwhelmingly residential in character. The density mix is predominately Medium Density Single-Family Residential (R1-M) with an adjacent Multi-Family (R-3) lot. Housing stock along this area of Summit Street were constructed circa. 1960.

Compatibility with Surrounding Land Uses

The subject property is adjacent to Multi-Family Residential (R-3) to the north and surrounded by Medium Density Single-Family Residential (R1-M) Zoning to the south, east, and west. Most of the adjacent properties appear to be utilized as single-family residences. The single exception is the parcel located directly to the north, at the corner of South Pine Avenue and East Elm Street, which appears to be utilized as a multi-family complex.

The land uses permitted in the Two-Family Residential (R-2) Zoning District include single-family dwellings, zero lot line dwellings, duplexes/two-family dwellings, and residential accessory structures.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: This parcel is occupied by a single-family home, built in 1953. The home is currently served by City of Republic water and sanitary services. The site will continue to be served by a six (6) inch water main located across the road and an eight (8) inch sanitary sewer main located along the north side of Summit. The sanitary sewer flows directly to the Wastewater Treatment Facility; the Facility currently has capacity to serve the site. The City's water system currently has capacity to serve a potential duplex at this location.

Transportation: A Traffic Impact Study (TIS) was not required for the Rezoning Application due to the very low increase in traffic volumes for a single parcel, zoned for Two-Family Occupancy.

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

Sinkholes: The subject parcel **does not** contain any identified sinkholes.

Extent to which Proposed Amendment Creates Nonconformities

Any existing single-family residential uses presently conducted on the subject property would be permitted to continue as is at the time of rezone until such time as the use is altered in a way that would remove that lawfully existing nonconforming status. Types of alterations that would cause the removal of that status include redevelopment, expansion of the nonconforming use, substantial destruction of the nonconformity, etc.

Recommended Action

Staff considers the **proposed Zoning Map Amendment, or Rezoning,** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, generally consistent with the **trend of residential 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.**

BILL NO. 20-55 ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.33 ACRES, LOCATED AT 341 WEST SUMMIT STREET, FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO TWO-FAMILY RESIDENTIAL (R-2)

WHEREAS, the City of Republic, Missouri, (herein called the "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 real estate located at 341 West Summit Street and comprising approximately 0.33 acres from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2), was submitted to the Community Development Department Staff by Brushworks by Tom, Inc. (hereinafter "Applicant"); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission which did set November 9, 2020, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, notice of the time and date of the public hearing was given by publication on October 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least 15 days before the date set for the public hearing; and

WHEREAS, the City gave notice of such public hearing 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, a public hearing was conducted by the Planning and Zoning Commission on November 9, 2020, after which the Commission rendered written findings of fact on the proposed amendment and rezoning and, thereafter, submitted the same, together with its recommendations, to the City Council; and

WHEREAS, the Planning and Zoning Commission by a vote of 4 Ayes to 1 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 at its regular meeting on November 17, 2020, after which the City Council did proceed to vote 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. That the Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located at 341 West Summit Street and comprising approximately 0.33 acres Medium Density

Single-Family Residential (R1-M) to Two-Family Residential (R-2), such tract being more fully described as follows:

ALL OF LOTS FORTY-SIX (46) AND FORTY-SEVEN (47) AND THE WEST 20 FEET OF LOT FORTY-EIGHT (48) IN WADE AND WALLACE ADDITION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3. The whereas clauses are hereby 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 _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2020.11.10 09:49:25 -06'00'

Final Passage and Vote: _____

REZN 20-008: 341 W Summit St

Vicinity Map

Legend

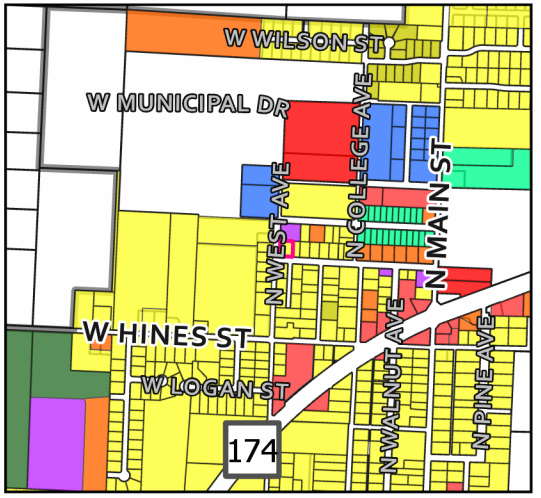
- Parcels
- REZN 20-008

Parcel Owner: Brushwork by Tom Inc.
Parcel Address: 341 West Summit Street
Area: 0.33 Acres
Existing Zoning: R1-M
Requested Zoning: R-2
Future Land Use Designation: Medium Density Residential

0 0.010.01 0.02 0.03 0.04
Miles

REZN 20-008: 341 W Summit St

Zoning Map



Legend

- Parcels
- REZN 20-008

Zoning

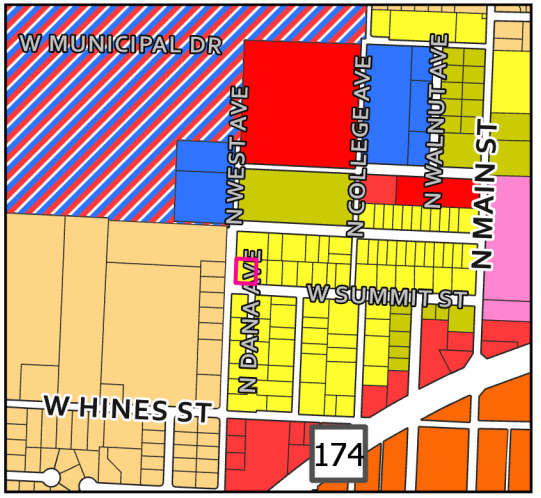
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
-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

Parcel Owner: Brushwork by Tom Inc.
Parcel Address: 341 West Summit Street
Area: 0.33 Acres
Existing Zoning: R1-M
Requested Zoning: R-2
Future Land Use Designation: Medium Density Residential

0 0.010.01 0.02 0.03 0.04
Miles

REZN 20-008: 341 W Summit St

Future Land Use Map



Legend

- Parcels
- REZN 20-008

Future Land Use

- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use

Parcel Owner: Brushwork by Tom Inc.
Parcel Address: 341 West Summit Street
Area: 0.33 Acres
Existing Zoning: R1-M
Requested Zoning: R-2
Future Land Use Designation: Medium Density Residential

0 0.010.01 0.02 0.03 0.04
Miles

Section 405.130. "R-2" Two-Family Residential District Regulations. [CC 1999 §§26-104 — 26-108; Ord. No. 03-56 §1, 8-25-2003; Ord. No. 04-64 §1, 10-11-2004]

A. *Purposes.* The intent of the "R-2" Two-Family Residential District is to permit and establish regulations for two-family residential dwellings at a density of approximately 6.7 units per acre. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without crossing minor streets in adjoining neighborhoods.

B. *Uses Permitted.*

1. Model homes in accordance with Section 410.190.

2. Single-family dwellings, the use of which shall comply with the area requirements of the "R1-H" High Density Single-Family Residential District regulations.

3. Zero lot line dwellings, the use of which shall comply with the area regulations of the "R1-Z" district regulations.

4. Two (2) family dwelling.

5. *Accessory buildings and structures.* As required by Section 405.640 of this Chapter.

6. *Group homes.* The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within two thousand five hundred (2,500) feet of another group home.

C. *General Regulations.* Property and buildings in the "R-2" District shall be subject to the following regulations:

1. *Street frontage.* Each lot shall have a clear, direct frontage an a dedicated City street.

2. *Platting requirements.* Each two-family dwelling shall be located on its own individual platted lot. If areas for common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance

of the common open space and facilities, whether in the form of a neighborhood association or public dedication.

3. *Off-street parking.* As required by Article VI of this Chapter.

4. *Accessory buildings and structures.* As required by Section 405.640 of this Chapter.

5. *Trees.* There shall be a requirement of one (1) tree for each dwelling unit in order to enhance private space. The trees shall be of a variety that provides shade and screening and shall be at least six (6) feet in height at the time of planting.

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

Section 405.090. "R1-M" Medium Density Single-Family Residential District.

A. *Purpose.* The intent of the "R1-M" Medium Density Single-Family Residential District is designed for nine thousand (9,000) square foot single-family detached residential uses at moderate densities of approximately five (5) dwelling units per acre. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without crossing minor streets in adjoining neighborhoods.

B. *Uses Permitted.*

1. Model homes in accordance with Section 410.190.
2. Single-family dwellings.
3. Accessory buildings customary, incidental and subordinate to the main building.
4. Churches or other places of worship, including parish houses and Sunday Schools, but excluding overnight shelters 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.
5. Golf courses and country clubs.
6. Home occupations in accordance with Section 405.630.
7. Public parks and playgrounds.
8. Public school, elementary and high, and educational institutions having a curriculum the same as ordinarily given in public schools, 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.

9. Any use conforming at the time the district is mapped.

10. *Group homes.* The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within two thousand five hundred (2,500) feet of another group home.

C. *General Regulations.* Property and buildings in the "R1-M" District shall be subject to the following area regulations:

1. *Street frontage.* Each lot shall have a clear, direct frontage on a dedicated City street.

2. *Platting requirements.* Each dwelling shall be located on its own individual platted lot. If areas for common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space and facilities, whether in the form of a neighborhood association or public dedication. The plat shall indicate the any easements and covenants appurtenant thereto.

3. *Off-street parking.* As required by Article VI of this Chapter.

4. *Accessory buildings and structures.* As required by Section 405.640 of this Chapter.

5. *Trees.* There shall be a requirement of at least one (1) tree for each platted lot in order to enhance private space. The tree shall be of a variety that provides shade and screening and shall be at least six (6) feet in height at the time of planting.

D. *Height And Area Regulations.* The height and area regulations shall be provided in accordance with the requirements set forth in Article V.

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-56 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Hartman & Company for Public Stormwater Improvements to Garton Business Park.
Submitted By:	Andrew Nelson -Republic BUILDS Director
Date:	December 8, 2020

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Hartman & Company, Inc. to extend public stormwater infrastructure south of the business park across Farm Road 160.

Discussion and/or Analysis

Hartman & Company, Inc. will be doing all of the private stormwater work for the Amazon project, including construction of their detention pond and outlet structure. The outlet structure is to tie into new public stormwater infrastructure directing the discharged water underneath Farm Road 160 then south ~300 LF where it will discharge to overland flow and into floodplain.

In order to streamline the construction process, the city reached out to Hartman for a proposal for them to complete the work that would be required. This will allow Hartman to complete all of the required stormwater improvements in the most efficient way for them, without having to coordinate and wait for the city of Republic.

Easements for the stormwater lines south of Farm Road 160 have already been acquired and recorded. This will be paid for out of the stormwater fund.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HARTMAN & COMPANY FOR PUBLIC STORMWATER IMPROVEMENTS TO GARTON BUSINESS PARK

WHEREAS, the City of Republic, Missouri, (herein called the "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, based upon continued development in Garton Business Park, certain public improvements to the stormwater system need to be completed under Farm Road 160 and continuing approximately 300 linear feet (herein called the "Project"); and

WHEREAS, Hartman & Company, Inc. (herein called "Hartman") is performing the private stormwater work for the Amazon Project that will tie into the Project; and

WHEREAS, in order to streamline the construction process and complete all the stormwater improvements in the most effective manner, the City solicited a bid from Hartman to complete the Project ; and

WHEREAS, the Council finds the bid from Hartman is in the best interest of the City to complete the Project in the most effective manner for the continued economic growth and development of the Garton Property.

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

Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into an Agreement with Hartman & Company, Inc., for the Project, at the unit prices shown thereon and not to exceed $83,539.30 with said Agreement to be in substantially the same form as "Attachment 1".

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

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

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

Section 5. This Ordinance shall be in full force and effect from and after the date of 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 _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:
Digitally signed by Scott Ison
Date: 2020.11.12 15:24:55
-06'00'
_____, Scott Ison, City Attorney

Final Passage and Vote: _____

HARTMAN & COMPANY, INC.
HEAVY CIVIL CONSTRUCTION SPECIALISTS

November 9, 2020

Pricing for City of Republic - Storm for Amazon Project

Biditem	Description	Bid Quantity	Unit	Unit Cost	Direct Cost
1	54" RCO	195	LF	$ 223.00	$ 43,485.00
2	54" CMP	85	LF	$ 188.00	$ 15,980.00
3	54" CMP FES	1	EA	$ 2,040.00	$ 2,040.00
4	6x6 Junction Box	1	EA	$ 6,600.00	$ 6,600.00
5	Trench Road & Repair	1	LS	$ 4,195.00	$ 4,195.00
6	Grading	597	CY	$ 12.50	$ 7,462.50
7	Rip Rap Pad	202.5	SF	$ 7.24	$ 1,466.10
8	8" Silt Sock	85	LF	$ 10.00	$ 850.00
9	Tree Protection	270	LF	$ 5.41	$ 1,460.70
	Total				**$ 83,539.30**

Larry Henderson
Senior Estimator
Hartman & Co., Inc.

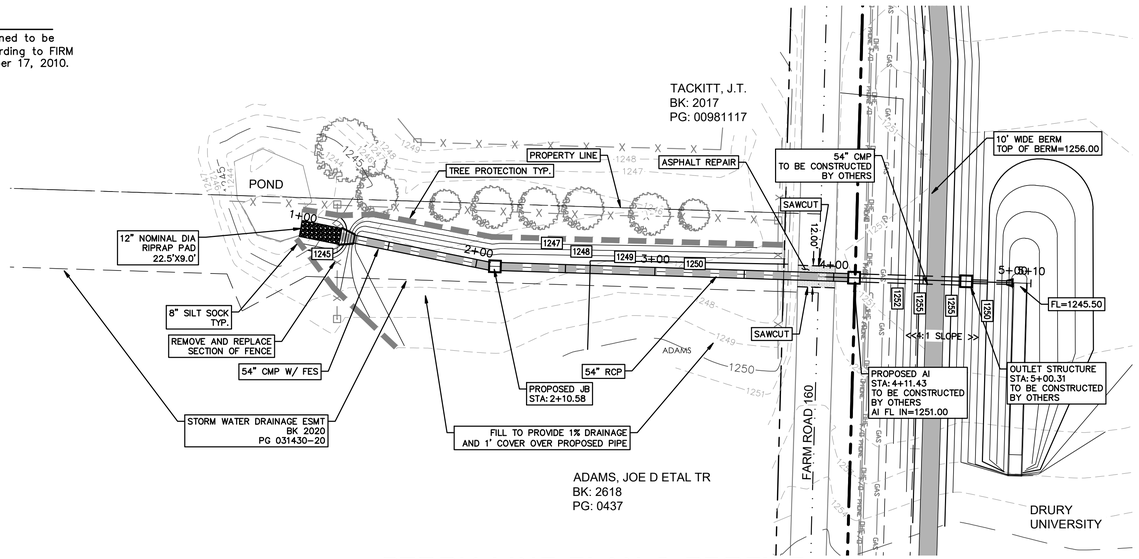
FLOOD NOTE:
This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to FIRM Community Panel 29077C 0316 E, effective December 17, 2010.

OWNER:
ADAMS FAMILY TRUST
571 CARICA ROAD
NAPLES, FL 34108

DEVELOPER:
DRURY UNIVERSITY
900 N. BENTON AVE
SPRINGFIELD, MISSOURI

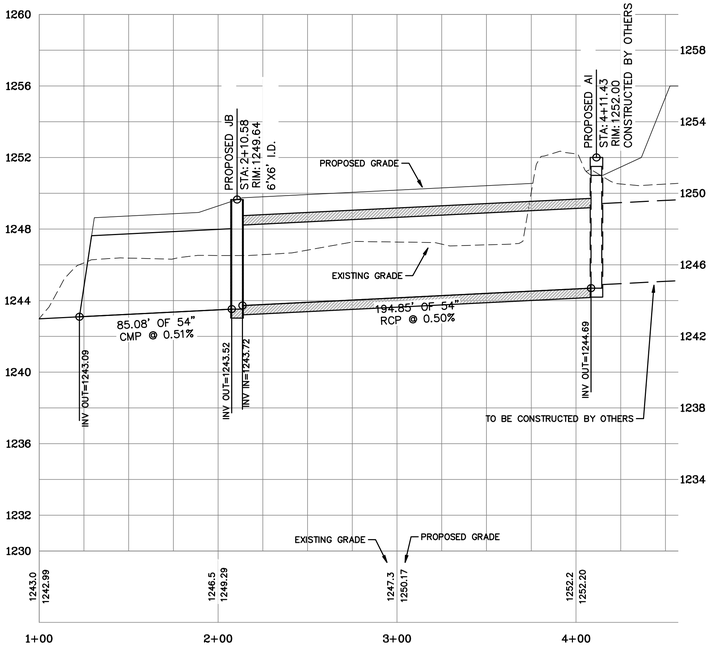
BENCHMARK:

SITE BM – RAIL ROAD SPIKE IN POWER POLE EAST OF LEW'S DRIVE (GARTON LOT 2).
ELEV = 1252.11'



STORM LINE PLAN & PROFILE

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



GENERAL NOTES

1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.

2) IT IS THE CONTRACTORS RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.

3) THE CONTRACTOR AND/OR BUILDER WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAVEL CONSTRUCTION ENTRANCES AT EACH ACCESS POINT.

4) THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.

5) ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.

6) THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT–LADEN WATER OCCURS ON OFF–SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF–SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.

7) THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.

8) THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.

9) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO GREENE COUNTY SPECIFICATIONS.

10) THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF–SITE FACILITIES. CONTRACTOR IS REQUIRED TO PICK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF–SITE.

11) CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.

12) CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.

GRADING NOTES

1) TOPSOIL WITHIN ALL AREAS TO BE CUT OR FILLED SHALL BE STRIPPED TO A DEPTH BELOW THE ROOTS OR EXISTING GROUND COVER. TOPSOIL SHALL BE STOCKPILED IN AREAS DESIGNATED BY THE OWNER. EXCESS TOPSOIL SHALL REMAIN STOCKPILED FOR USE BY THE OWNER. PROPER DRAINAGE OF THE STOCKPILES SHALL BE MAINTAINED.

2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EARTHWORK QUANTITIES.

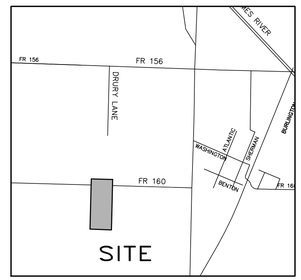
3) EXCESS EXCAVATED MATERIAL, IF ANY, MAY BE SPREAD ON ADJACENT AREAS IF APPROVED BY THE OWNER. AREAS UPON WHICH EXCESS MATERIAL IS TO BE SPREAD SHALL BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL PRIOR TO SPREADING MATERIAL. PROPER COMPACTION SHALL BE OBTAINED AND PROPER DRAINAGE SHALL BE MAINTAINED. CONTRACTOR SHALL OBTAIN OWNER'S APPROVAL PRIOR TO SPREADING MATERIAL ON–SITE.

4) NO CLASSIFICATION OF EXCAVATED MATERIALS WILL BE MADE. EXCAVATION WORK SHALL INCLUDE THE REMOVAL AND SUBSEQUENT HANDLING OF ALL MATERIALS EXCAVATED OR OTHERWISE REMOVED IN PERFORMANCE OF THE WORK, REGARDLESS OF THE TYPE, CHARACTER, COMPOSITION OR CONDITION THEREOF. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT OF ROCK EXCAVATION, IF ANY, TO BE INCLUDED IN HIS BID.

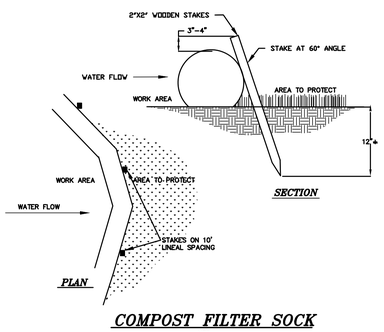
5) THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, APPLICABLE SAFETY CODE REQUIREMENTS, AND REGULATIONS RELATIVE TO THE HANDLING, STORAGE, AND USE OF EXPLOSIVES AND THE PROTECTION OF LIFE AND PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS BLASTING OPERATIONS. SUITABLE METHODS SHALL BE EMPLOYED TO CONFINE ALL MATERIALS LIFTED BY BLASTING WITHIN THE LIMITS OF THE EXCAVATION.

6) COMPACT SUB–BASE TO 95% STANDARD PROCTOR IF STORM SEWER IS TO BE BUILT ON FILL.

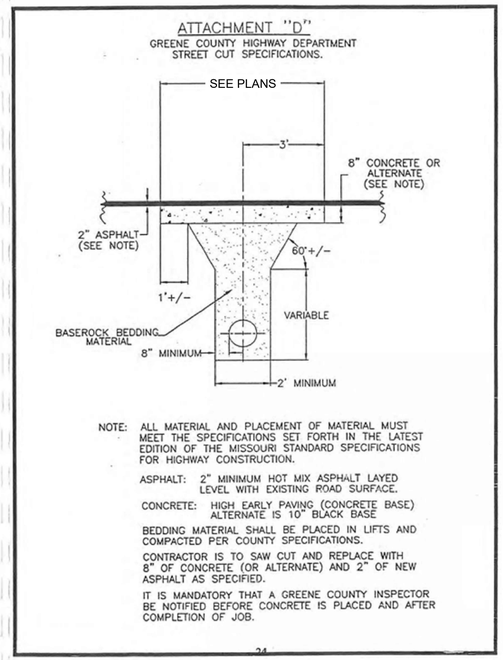
(IN FEET)
1 inch = 40 ft.



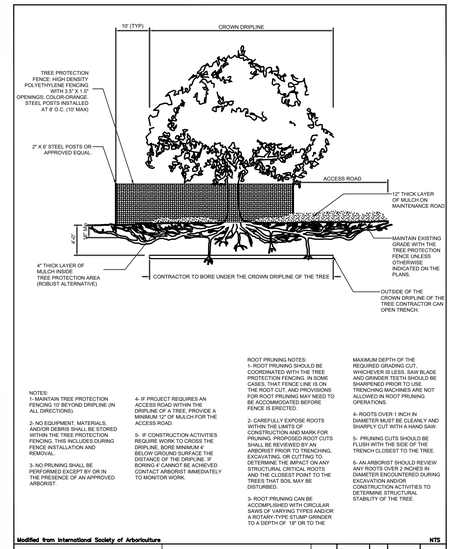
VICINITY MAP
NOT TO SCALE



COMPOST FILTER SOCK
NTS



ASPHALT STREET REPAIR DETAIL
NOT TO SCALE



GREENE COUNTY HIGHWAY DEPARTMENT HAS NO OBJECTION TO THE HORIZONTAL LOCATION OF THE STORM SEWER ON THIS PLAN.

ACKNOWLEDGED_____DATE_____
GREENE COUNTY HIGHWAY ADMINISTRATOR

APPROVED_____DATE_____
CITY OF REPUBLIC PUBLIC WORKS DIRECTOR

BY:	
DATE:	
REVISIONS:	
SCALE: 1" = 40'	
FIELD BY: TS, JS	
DRAWN BY: ACW	
CHECKED BY: LEE	

STORM LINE PLAN & PROFILE

CITY OF REPUBLIC

FARM ROAD 160, REPUBLIC, GREENE COUNTY, MISSOURI

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

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

LEE ENGINEERING & ASSOCIATES LLC

STATE OF MISSOURI
DEREK LEE
NUMBER E-30416
REGISTERED PROFESSIONAL ENGINEER
06/28/2020

DATE: 2020-08-28
SHEET: 1 OF 1
PROJECT: _____
FILE: Farm Road 160 Storm PIP.dwg

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-57 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title II, "Public Health, Safety and Welfare," Chapter 215, "Offenses," Article IV, "Offenses Concerning Weapons and Firearms," Regarding Extending the Sunset Date for Hunting in Certain Agricultural Areas in the City.
Submitted By:	Scott Ison, City Attorney
Date:	December 8, 2020

Issue Statement

The consolidation agreement with Brookline contained a provision to amend or adjust the City's ordinances to make reasonable allowance for hunting in the larger open areas in the former village.

Discussion and/or Analysis

In 2008, City Council passed an amendment to allow for the discharge of a firearm under certain circumstances to address the provisions contained in the Brookline Consolidation Agreement. In order to review development in the area and continued allowance for the discharge of firearms under certain conditions, a sunset provision was placed in the Ordinance, which was originally set to expire at the end of 2011. This sunset has never expired as the City Council has chosen to extend the sunset provisions every two years since the original sunset date.

Staff believes that based upon the pace of development in the area, an extension of the sunset provision would be appropriate to allow the exception to continue through the end of 2022. Should the pace of development increase or any problems arise from this exception, the City Council can revisit the issue before the end of 2022. Staff is not aware of any issues that the extension of the sunset provision would create, nor have there been any issues that have surfaced since the passage of the amended language in 2008.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY AMENDING TITLE II, "PUBLIC HEALTH, SAFETY AND WELFARE," CHAPTER 215, "OFFENSES," ARTICLE IV, "OFFENSES CONCERNING WEAPONS AND FIREARMS," REGARDING EXTENDING THE SUNSET DATE FOR HUNTING IN CERTAIN AGRICULTURAL AREAS OF THE CITY

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

WHEREAS, in 2008, the Council passed an amendment to the Municipal Code of the City of Republic to allow for the discharge of firearms under certain circumstances to address the provisions contained in the Brookline Consolidation Agreement.; and

WHEREAS, in order to review development in the area and continued allowance for the discharge of firearms under certain conditions, a sunset provision was placed in the original Ordinance, which expired in 2011. This sunset provision was subsequently extended by the Council multiple times, which now expires on December 31, 2020; and

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

Section 1. Title II, "Public Health, Safety and Welfare," Chapter 215, "Offenses," is hereby amended by amending Paragraph G of Section 215.840, "Weapons – Carrying Concealed – Other Unlawful Use," to read as follows:

Section 215.840 Weapons – Carrying Concealed – Other Unlawful Use

G. The prohibition on discharge of a firearm contained in Subparagraph (3) of Subsection (A) of this Section shall not apply to those engaged in the lawful pursuit of game so long as the discharge of the handgun or shotgun takes place in a rural, agriculturally zoned area of the City and so long as the fired projectile does not enter onto or pass through property within two hundred (200) feet of a residence or commercial structure at a height lower than the top of the roofline of the residence or commercial structure.

1. For purposes of this Section, the phrase "rural, agriculturally zoned area" shall be described as properties of the City within an area commonly referred to as the "former Village of Brookline" and generally referenced as Farm Road 97 to the west, Farm Road 140 to the north, Farm Road 115 to the east and Farm Road 168/State Highway MM/State Route 60 to the south including the four contiguous forty-acre parcels adjacent to Farm Road 115 and south of Farm Road 146;

2. This exception shall only apply to the discharge of handguns or shotguns within the area described above.

3. This exception shall sunset on the 31st day of December, 20~~20~~22, and shall no longer be in force and effect unless extended or renewed by the City Council.

EXPLANATION – Matter in underline type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: Digitally signed by Scott Ison Date: 2020.11.10 09:22:05 -06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-58 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 40.9 Acres of Land Located at 7576 West Farm Road 186 and Adjacent Right-of-Way.
Submitted By:	Karen Haynes, BUILDS Department
Date:	November 17, 2020

Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from the Betty J VAP Phillips Trust for the Annexation of approximately forty point nine (40.9) acres of land located at 7576 West Farm Road 186.

Discussion and/or Analysis

The property owner, the Betty J VAP Phillips Trust, has submitted a Voluntary Annexation Request for the subject parcel for a future residential development.

The request includes annexation of the Right-of-Way (South Kansas Avenue) adjacent to the property subject to Annexation.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the north and south.

The Future Land Use designation of the subject parcel is Low Density Residential. The Low Density Residential Future Land Use designation includes Single-Family Residential Development at 1-6 units per acre and neighborhood compatible institutional uses. Low Density Residential Land Uses include the following Zoning Districts: High Density Single-Family Residential (R1-H), Medium Density Single Family-Residential (R1-M), and Low Density Single-Family Residential (R1-L).

The Annexation, if approved by City Council, will effectively zone the subject parcel as A-1 (Agricultural) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

Recommended Action

Staff believes the Annexation of the subject property is consistent with the City's Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.

REPUBLIC
MISSOURI

BILL NO. 20-58 ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE ANNEXATION OF APPROXIMATELY 40.9 ACRES OF LAND LOCATED AT 7576 WEST FARM ROAD 186 AND ADJACENT RIGHT-OF-WAY

WHEREAS, the City of Republic, Missouri, (herein called the "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, a voluntary petition for the annexation of approximately 40.9 acres of land located at 7576 West Farm Road 186 and adjacent right-of-way has been filed with the Community Development Department; and

WHEREAS, the realty described in such petition is adjacent and contiguous to the present corporate limits of the City; and

WHEREAS, the Council held a Public Hearing on the said petition on November 17, 2020, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said Public Hearing was published November 5, 2020, in the *Springfield News-Leader*, a newspaper of general circulation authorized to publish legal notices, such Public Hearing being held not less than seven days after the date of publication of such notice; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the City Council within fourteen days after the date of said Public Hearing; and

WHEREAS, the Council finds the proposed annexation is reasonable and necessary for the proper development of the City, and the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

Section 1: The following described realty is hereby annexed into, and made a part of, the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

Approximately 40.9 acres at 7576 West Farm Road 186 and further identified by the PIN 881728100001 and adjacent right-of-way

THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE, N88°40'44"W, ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1340.03 FEET TO A SET COTTON SPINDLE AT THE NORTHEAST CORNER OF THE

NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, AND THE POINT OF BEGINNING; THENCE, S02°00'49"W, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1329.08 FEET TO AN EXISTING 1/2" IRON PIN WITH A CAP STAMPED "WOLFE", SAID POINT BEING THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE, N88°40'21"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1341.51 FEET TO AN EXISTING BENT 1/2" IRON PIN AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE, N02°04'39"E, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1328.94 FEET TO AN EXISTING BOAT SPIKE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE, S88°40'44"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1340.03 FEET TO THE POINT OF BEGINNING. CONTAINING 40.9 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD, IF ANY, AND ANY PART USED FOR ROAD RIGHT-OF-WAY PURPOSE.

Section 2. The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

Section 3. The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by United States registered mail or certified mail a certified copy of this Ordinance.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

BILL NO. 20-58 ORDINANCE

NO. Approved as to Form: _____, Scott Ison, City Attorney

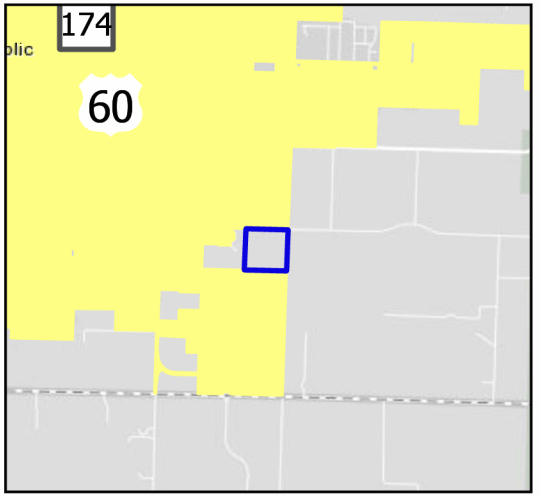
Digitally signed by Scott Ison
Date: 2020.11.12 11:23:26 -06'00'

Final Passage and Vote:

_____

ANNX 20-006: Phillips

Vicinity Map



Legend

- ANNX 20-006
- Parcels

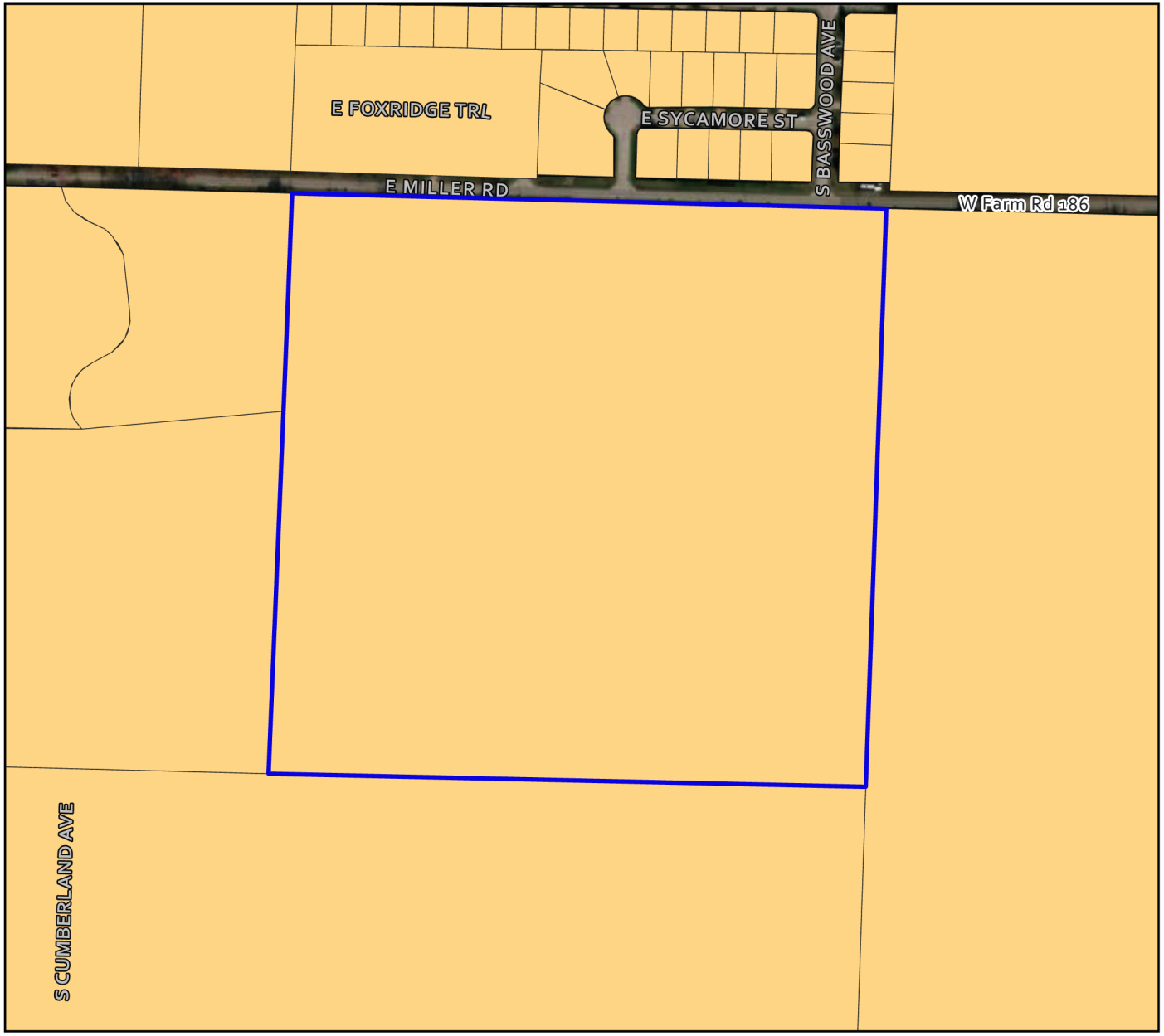
Parcel Owner: Betty J Phillips VAP Trust
Parcel Address:: 7576 West Farm Road 186
Area: 40.9 Acres
Greene County Zoning: Agricultural
Future Land Use Designation: Low Density Residential

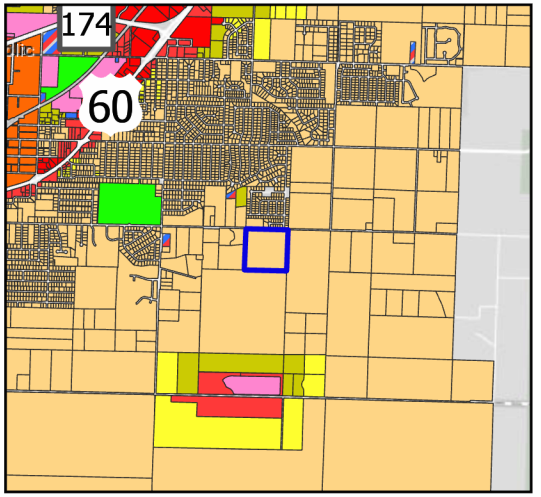
0 0.03 0.05 0.1 0.15 0.2
Miles

N

ANNX 20-006: Phillips

Future Land Use Map





Legend

- ANNX 20-006
- Parcels

Future Land Use

- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use

Parcel Owner: Betty J Phillips VAP Trust
Parcel Address:: 7576 West Farm Road 186
Area: 40.9 Acres
Greene County Zoning: Agricultural
Future Land Use Designation: Low Density Residential

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Miles

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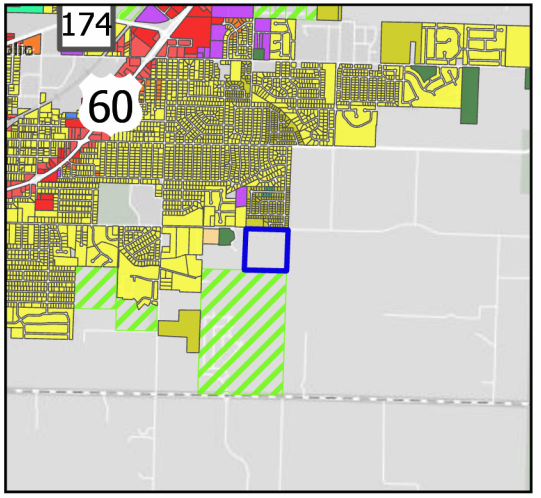
ANNX 20-006: Phillips

Zoning Map



Legend

- ANNX 20-006
- 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: Betty J Phillips VAP Trust
Parcel Address:: 7576 West Farm Road 186
Area: 40.9 Acres
Greene County Zoning: Agricultural
Future Land Use Designation: Low Density Residential

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Miles

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AGENDA ITEM ANALYSIS

Project/Issue Name:	A Public Hearing of the City Council of the City of Republic, Missouri, Regarding Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.
Submitted By:	Karen Haynes, BUILDS Department
Date:	December 08, 2020

Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Alpine Homes, Inc. for the Annexation of approximately fifteen point five-two (15.52) acres of land located in the 7300 Block of West Farm Road 170.

Discussion and/or Analysis

The property owner, Alpine Homes, Inc., has submitted a Voluntary Annexation Request for the subject parcel for a future multi-family residential development.

The request includes annexation of the Right-of-Way (West Farm Road 170) adjacent to the property subject to Annexation.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the north and northeast.

The Future Land Use designation of the subject parcel is Local Commercial (C-1). The Local Commercial Future Land Use designation includes retail and office uses, including small neighborhood shopping centers and isolated retail businesses.

The Annexation, if approved by City Council, will effectively zone the subject parcel as C-2 (General Commercial) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

Recommended Action

Staff believes the Annexation of the subject property is consistent with the City's Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-59 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Annexation of Approximately 15.52 Acres, Located in the 7300 Block of West Farm Road 170 and Adjacent Right-of-Way.
Submitted By:	Karen Haynes, BUILDS Department
Date:	December 08, 2020

Issue Statement

The City of Republic's Community Development Department received a Voluntary Annexation Application from Alpine Homes, Inc. for the Annexation of approximately fifteen point five-two (15.52) acres of land located in the 7300 Block of West Farm Road 170.

Discussion and/or Analysis

The property owner, Alpine Homes, Inc., has submitted a Voluntary Annexation Request for the subject parcel for a future multi-family residential development.

The request includes annexation of the Right-of-Way (West Farm Road 170) adjacent to the property subject to Annexation.

City water and sanitary sewer service is available in proximity to the property; subsequent review of water, sanitary sewer, and stormwater will be considered at the time of application for Rezoning and/or development. The subject parcel is compact and contiguous with the city limits of the City of Republic, as the subject parcel is surrounded by properties located in the City to the north and northeast.

The Future Land Use designation of the subject parcel is Local Commercial (C-1). The Local Commercial Future Land Use designation includes retail and office uses, including small neighborhood shopping centers and isolated retail businesses.

The Annexation, if approved by City Council, will effectively zone the subject parcel as C-2 (General Commercial) in accordance with City Code Section 435.010.B, which requires all annexed properties to be classified in the zoning district corresponding to Greene County's zoning designation.

Recommended Action

Staff believes the Annexation of the subject property is consistent with the City's Comprehensive Plan as an area of future growth for the City of Republic and enjoys immediate access to City of Republic municipal services.

BILL NO. 20-59 ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE ANNEXATION OF APPROXIMATELY 15.52 ACRES, LOCATED IN THE 7300 BLOCK OF WEST FARM ROAD 170 AND ADJACENT RIGHT-OF-WAY

WHEREAS, the City of Republic, Missouri, (herein called the "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, a voluntary petition for the annexation of approximately 15.52 acres of land located in the 7300 Block of West Farm Road 170 and adjacent right-of-way has been filed with the Community Development Department; and

WHEREAS, the realty described in such petition is adjacent and contiguous to the present corporate limits of the City; and

WHEREAS, the Council held a Public Hearing on the said petition on December 8, 2020, such hearing being held not less than fourteen days nor more than sixty days after the receipt of the petition requesting annexation; and

WHEREAS, a notice of said Public Hearing was published November 20, 2020, in the *Springfield News-Leader*, a newspaper of general circulation authorized to publish legal notices, such Public Hearing being held not less than seven days after the date of publication of such notice; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the City Council within fourteen days after the date of said Public Hearing; and

WHEREAS, the Council finds the proposed annexation is reasonable and necessary for the proper development of the City, and the City has the ability to furnish normal municipal services to the area within a reasonable time.

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

Section 1: The following described realty is hereby annexed into, and made a part of, the City of Republic, Missouri, and its boundaries are hereby extended to include the same:

Approximately 15.52 acres in the 7300 Block of West Farm Road 170 and further identified by the PIN 881715200260 and adjacent right-of-way

Chalet City West, Phase 2 Lot 1

Section 2. The City Clerk is hereby directed to cause three certified copies of this Ordinance to be filed with the Greene County Recorder of Deeds.

Section 3. The City Clerk is hereby directed to forward to the director of revenue of the State of Missouri by United States registered mail or certified mail a certified copy of this Ordinance.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2021.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2020.12.01 09:25:18 -06'00'

Final Passage and Vote: _____

7350 W Farm Road 170

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF REPUBLIC

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Republic state and allege as follows:

1. That we are the owner of all fee interests of record in the real estate in Greene County, Missouri, described as follows, to wit:

   (LEGAL DESCRIPTION ATTACHED)

2. That the said real estate is not now a part of any incorporated municipality.

3. That the said real estate is contiguous to the existing corporate limits of the City of Republic, Missouri.

4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Republic, Missouri, as authorized by the provisions of Section 71.012, RSMo.

5. That we request the City Council of the City of Republic to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Republic to include the above described real estate.

Dated this 17th day of November, 2020.

Owner's Signature: Alpine Homes Inc Shirley Smith - Pres. / Alpine Homes, INC Date: 11/17/20

Owner's printed or typed name: Shirley Smith

State of Missouri)
) ss
County of GREENE)

I, Twila G. Hillme, a notary public, do hereby certify that on the 17th day of November 2020 personally appeared before me, Shirley Smith), who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document, and that the statements therein contained are true.

Twila G. Hillme
Notary Public Signature

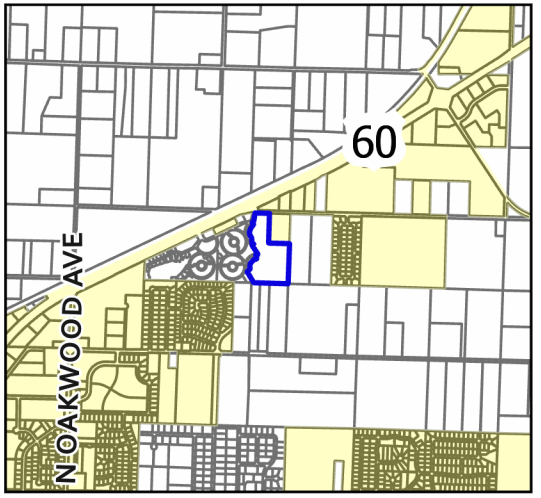
Twila G. Hillme
Notary Public Name Printed or Typed

TWILA G. HILLME
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: November 15, 2022
Commission Number: 14476475
(NOTARIAL SEAL)

Revised 11/3/20

ANNX 20-007: Chalet City

Vicinity Map



Legend

- Parcels
- Chalet City

Parcel Owner: Alpine Home, INC
Parcel Address:7300 Block of West Farm Road 174
Area: 15.52 Acres
Greene County Zoning: General Commercial (C-2)
Incoming Zoning: General Commercial (C-2)
Future Land Use Designation: Local Commercial (C-1)

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Miles

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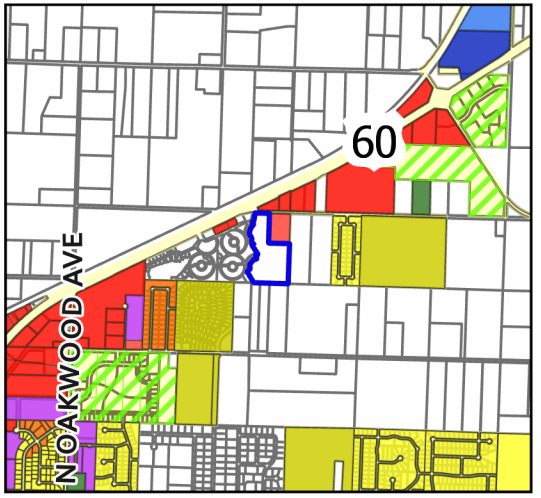
ANNX 20-007: Chalet City

Zoning Map



Legend

- Parcels
- Chalet City

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: Alpine Home, INC
Parcel Address:7300 Block of West Farm Road 174
Area: 15.52 Acres
Greene County Zoning: General Commercial (C-2)
Incoming Zoning: General Commercial (C-2)
Future Land Use Designation: Local Commercial (C-1)

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Miles

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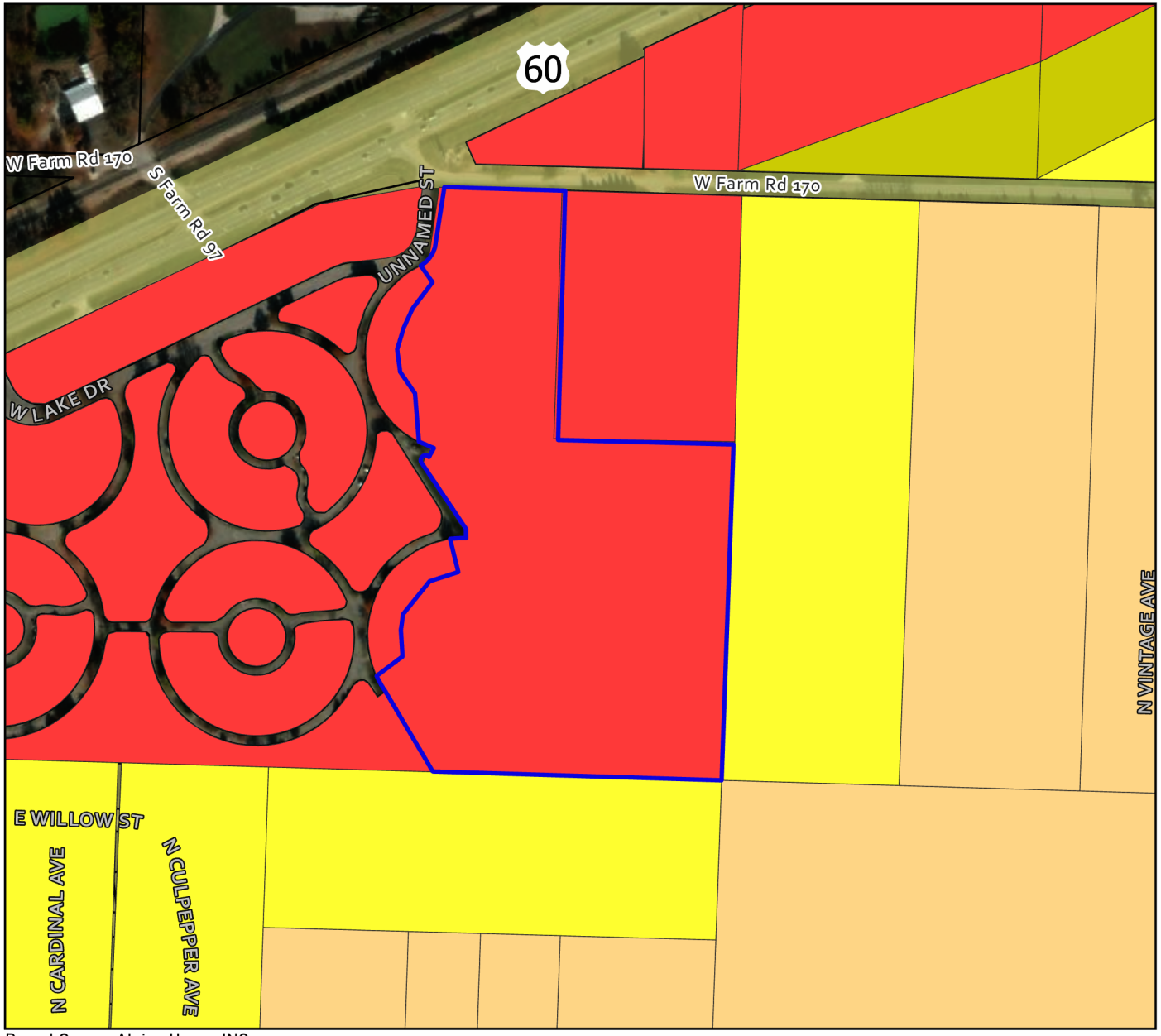
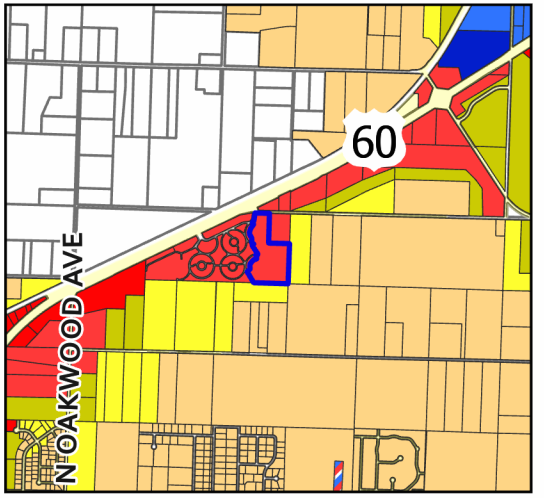
ANNX 20-007: Chalet City

Future Land Use Map





Legend

- Parcels
- Chalet City

Future Land Use

- Low Density Residential
- High Density Residential
- Med Density Residential
- Main Street District
- C-1
- C-2
- M-1
- M-2
- Park
- Planned Business Park
- Public Land Use
- School Land Use

Parcel Owner: Alpine Home, INC
Parcel Address:7300 Block of West Farm Road 174
Area: 15.52 Acres
Greene County Zoning: General Commercial (C-2)
Incoming Zoning: General Commercial (C-2)
Future Land Use Designation: Local Commercial (C-1)

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Miles

N

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-R-50 A Resolution of the City Council of the City of Republic, Missouri, Authorizing Task Order No. 11 with Burns and McDonnell to Evaluate the Impact of the Capital Improvement Plan on the Water Utility Financial Plan and Rates.
Submitted By:	Andrew Nelson, Republic BUILDS Director
Date:	December 8, 2020

Issue Statement

Authorizing Burns & McDonnell to evaluate the impact of the capital improvement plan on the water utility financial plan and rates. Task Order 11, Exhibit B (attached) provides a defined scope of services for this Task Order.

Discussion and/or Analysis

The City of Republic is requesting Burns & McDonnell evaluate the financial impact of implementing the capital improvement plan adopted by the city and analyze our current rates and rate structure to determine feasibility of implementation. This financial impact assessment would assist city staff in recommending rate levels for future years.

Total payment for the Scope of Service described in Exhibit B is not to exceed $26,000.00 and will be paid for out of the water fund, likely partially funded in both 2020 and 2021.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING TASK ORDER NO. 11 WITH BURNS & MCDONNELL TO EVALUATE THE IMPACT OF THE CAPITAL IMPROVEMENT PLAN ON THE WATER UTILITY FINANCIAL PLAN AND RATES

WHEREAS, the City of Republic, Missouri (herein called the "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, in Resolution 18-R-11, selected Burns & McDonnell Engineering Company, Inc. as the company to complete the water, wastewater, and stormwater portions of the comprehensive plan; and

WHEREAS, the City, in Resolution 20-R-31, selected Burns & McDonnell Engineering Company, Inc. as the company to complete the engineering for the wastewater treatment facility and collection system; and

WHEREAS, the City determined the need exists for engineering services related to evaluating the impact of the capital improvement plan on the water utility financial plan and rates; and

WHEREAS, the Council finds the addition of this task to the comprehensive plan is needed and necessary for the future needs of the City.

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

Section 1. The City Administrator, on behalf of the City of Republic, is authorized to enter into a Task Order Engineer-Owner Agreement, Task Order No. 11, with Burns & McDonnell Engineering Company, Inc, in the amount not to exceed $26,000, for engineering services related to evaluating the impact of the capital improvement plan on the water utility financial plan and rates, said Agreement to be in substantially the same form as "Attachment 1.".

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 8th day of December 2020.

_____

Matt Russell, Mayor

RESOLUTION NO. 20-R-50

Attest:

_____

Laura Burbridge, City Clerk

Approved as to Form:
Digitally signed by Scott Ison
Date: 2020.12.01 10:02:19
-06'00'
_____, Scott Ison, City Attorney

Final Passage and Vote: _____

TASK ORDER FOR
ENGINEER-OWNER AGREEMENT

Task Order No. 11

This Task Order is entered into and authorized by Owner this day of November 2020, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated February 6th, 2018:

Scope of Services:

A. Professional consulting services to evaluate the impact of the capital improvement plan on the water utility financial plan and rates. Task Order 11, Exhibit B (attached) provides a defined scope of services for this Task Order.

Compensation:

A. Amount of Payment:

1. For Services performed, OWNER shall pay ENGINEER as follows:

   a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit C, "Schedule of Hourly Professional Service Billing Rates" Form BMR920. Such rates include overhead and profit. The rate schedule is effective to December 31, 2020, and will be increased annually thereafter.

   b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.

   c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus ten percent (10%).

   d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.

   e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER plus ten percent (10%). Expenses incurred by such outside ENGINEERs in service to OWNER shall be reimbursable in accordance with 1.c. above.

2. Total payment for the Scope of Service described herein is not to exceed Twenty-Six Thousand Dollars ($26,000.00) which amount shall not be exceeded without prior written consent of OWNER.

3. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

B. Statements:

1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.

2. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

Time of Service:

A. ENGINEER will proceed with providing the services set forth herein within approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 120 days of the execution of this task order.

B. Completing the services within the above time frame is contingent upon timely receipt of required information, approval and/or reviews.

Other Terms:

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Republic, Missouri		**ENGINEER: Burns & McDonnell Engineering Company, Inc.**	
By:		By:	David F Naumann
Name:		Name:	David F. Naumann
Title:		Title:	Senior Project Manager

BURNS McDONNELL

Exhibit B – Task Order No. 11

Scope of Services – Water Rate Analysis

11.1 **Project Management and Coordination**

11.1.1 ENGINEER will provide Administrative Assistance in the form of Project Management and Coordination as described in paragraph 3.1.4 as follows:

11.1.1.1 Task Kick-Off Meeting – ENGINEER shall prepare agenda, minutes and host kick-off meeting for scope of services within Task Order No. 11. Kick off meeting to coordinate project goals, preferred communications, and schedule with the project team.

11.1.1.2 Work Task Coordination – ENGINEER to provide general project management activities, including oversight and coordination of the contract and budget, schedule, quality control, and monthly invoice preparation for a maximum period of time not to exceed of 120 calendar days.

11.1.1.3 ENGINEER shall develop a formal Request for Information (RFI) Log that communicates data request to and from OWNER and ENGINEER.

11.1.2 OWNER has designated the following person(s) to act as OWNER'S representative with respect to the services to be performed under this Task Order as described in paragraph 4.7:

11.1.2.1 City Administrator: David Cameron

11.1.2.2 Public Works Director: Andrew Nelson

11.1.2.3 City Engineer: Garrett Brickner

11.1.2.4 Operations Manager: Jason Davis

11.1.2.5 City Finance Director: Debbie Parks

11.2 **Water Financial Planning and Rate Analysis**

11.2.1 Using an approach comparable to the Wastewater Rate Analysis authorized under Task Order 9, ENGINEER will evaluate the sufficiency of water revenues under existing rates in meeting future water utility costs.

11.2.1.1 ENGINEER will assess the financial impact of funding future operating and capital costs to assist the OWNER in determining its preferred funding strategy and inform the OWNER regarding the impact to water rates.

11.2.1.2 ENGINEER will meet with the OWNER to discuss the water utility's current financial position, develop an understanding of existing cost obligations, review any existing financial policies impacting the utility, and review potential funding strategy options. An initial data request will be prepared and submitted to the OWNER. Data required will include history on revenues, customers, and billed water volumes; annual financial reports; budgets for operation and maintenance expenses; debt service schedules on existing debt; capital improvement plans, current rates, and beginning balances. Financial policies governing water utility financial management will also be requested, such as targeted reserve balances and debt service coverage, as applicable.

11.2.1.3 A five- to ten-year cash flow model will be developed to examine the sufficiency of water revenues under existing rates to fund future operation and maintenance expenses, debt obligations, and capital projects. The cash flow model will be equipped with scenario capabilities to assess different capital

BURNS McDONNELL

funding scenarios (i.e. debt issuance assumptions; cash vs. debt funding strategies, etc.) and terms. Proposed revenue increases will be forecasted based on the projected revenue requirements associated with capital improvement plans and funding strategies. Similar to the Wastewater Rate Analysis, it is important to include capital funding requirements associated with projects such as renewal and replacement to provide a financial plan that meets the needs of the utility for the foreseeable future.

11.2.1.4 Utilizing an across the board increase in rates, future rates and typical bills will be estimated to provide OWNER an understanding of the rate payer impact associated with the capital improvement plans. A comparison of bills under existing and potential future rates will be made for different customer types. Additionally, typical residential bills will be developed to compare the OWNER's existing and future water bills with those of other communities in the region.

11.2.1.5 ENGINEER will prepare a draft report that summarizes the financial planning scenarios and estimated rate impacts, the methodology used, and assumptions included in the study. Feedback from the OWNER's review of the report will be incorporated as appropriate, and a final report will be provided. ENGINEER will present the findings to the OWNER.

11.2.1.6 Participate in preparation and attendance of up to two public meetings to present results and recommendations.

Responsibilities of the OWNER:

1. Refer to Section 4 of the Professional Services Agreement dated February 6th, 2018.

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-R-51 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Design, Engineering, and Environmental Services Related to the Extension of the Shuyler Creek Trail and Authorizing the City Administrator to Enter into an Agreement for Said Services.
Submitted By:	Garrett Brickner, Engineering Manager
Date:	December 8, 2020

Issue Statement

To award Olsson Inc. for design, engineering, and environmental services for Shuyler Creek Trail extension and Authorizing the City Administrator to Execute an Agreement for the Same.

Discussion and/or Analysis

The City of Republic requested qualifications for the design, engineering, and environmental services required for the construction of the Shuyler Creek Trail Extension as part of the Transportation Alternative Program (TAP) Grant received from the Ozarks Transportation Organization for extension of the Shuyler Creek Trail to Wilsons Creek National Battlefield (the Battlefield), funding is an 80/20 split with the city paying 20% and the grant paying 80% of the estimated costs up to $866,099.

The City received 13 submittals from qualified engineering firms and those submittals were scored by Staff. Alta Design scored first overall, but we could not negotiate a contract with them and moved on to our second choice of Olsson. Olsson's proposal has a maximum not to exceed the amount of $221,878.41 of which the City will be responsible for $44,375.69. funding will come out of the Capital Improvement Sales Tax (CIST) Fund.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 20-R-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AWARDING THE DESIGN, ENGINEERING, AND ENVIRONMENTAL SERVICES RELATED TO THE EXTENSION OF THE SHUYLER CREEK TRAIL AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR SAID SERVICES

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

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the Community Development Department and other City departments to apply for a grant to extend the Shuyler Creek Trail; and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved an STP-Urban Program Agreement for the Extension of the Shuyler Creek Trail with the Missouri Highways and Transportation Commission; and

WHEREAS, on September 15, 2020, in Ordinance 20-37, the Council approved a First Supplemental STP-Urban Program Agreement for the Extension of the Shuyler Creek Trail with the Missouri Highways and Transportation Commission; and

WHEREAS, the City solicited, through a request for qualifications (herein called the "RFQ"), professionals to provide the City with design, engineering, and environmental services relating to the Extension of the Shuyler Creek Trail (herein called the "Project"); and

WHEREAS, thirteen proposals were received through the RFQ and after scoring the firms, Olsson, Inc. (herein called "Olsson"), was selected based upon the scoring and ability to enter into an agreement; and

WHEREAS, to secure the services of Olsson for the Project, an agreement needs to be entered into between the City and Olsson; and

WHEREAS, the Council finds the selection of Olsson for the Project is needed and necessary for the future needs City.

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

Section 1. Olsson is selected for the Project.

Section 2. The City Administrator or designee, on behalf of the City, is authorized to enter into an Agreement with Olsson for services related to the Project, said Agreement to be in substantially the same form as "Attachment 1" in an amount not to exceed $223,711.29.

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 8th day of December 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:
Digitally signed by Scott Ison
Date: 2020.12.01 10:14:08
-06'00'
_____, Scott Ison, City Attorney

Final Passage and Vote: _____

SPONSOR: City of Republic
LOCATION: Elm St./ Farm Road 182 Republic & Greene County, MO
PROJECT: Shuyler Creek Trail extension STBG-6900(813)

THIS CONTRACT is between *The City of Republic* Missouri, hereinafter referred to as the "Local Agency", and *Olsson, Inc., 550 St. Louis St., Springfield, MO 65806*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *STP Urban Program* coordinated through the Missouri Department of Transportation, the Local Agency intends to *design engineer the Shuyler Creek Trail extension from its current terminus approximately 1600 linear feet northwest of E Elm St. to Wilson's Creek National Battlefield,, including all plans required for construction, and Right of Way acquisition, along with environmental clearance.* The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. Right-of-Way Plans approval (April 01, 2021)
B. PS&E Approval by MODOT shall be completed on (December 01, 2021)
C. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $25,787.86, with a ceiling established for said design services in the amount of $ 223,711.29, which amount shall not be exceeded.

B. For construction inspection services, not being provided at this time, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $0, with a ceiling established for said inspection services in the amount of $0, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 90.84% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 96.68% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer’s overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
N/A		

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this

Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related 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, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

FOR: City of Republic**, MISSOURI**

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: _____, INC.

BY: _____
Title

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
FINANCE DIRECTOR

ATTACHMENT A
Scope of Services
Shuyler Creek Trail Extension
STBG-6900(813)

GENERAL

The engineering responsibilities may include but are not limited to: The preparation of Conceptual plans, Preliminary plans, Contract plans, Right of Way Plans, preparing and submitting necessary permits, contract documents, preparation of PS&E and final documents and environmental clearance. The proposed project is a ten-foot-wide asphalt trail for use by pedestrians and bicyclists beginning at the termination point of the existing Shuyler Creek Trail. The City anticipates the acquisition of 20 feet of right-of-way for this section of the trail. The trail runs for approximately 1,616 feet until it encounters Elm Street, which becomes Farm Road 182 outside of Republic City Limits. At Elm Street (FR 182) the trail will pass under the road through a box culvert tunnel.

Once on the south side of Elm Street (FR 182), the trail follows the road until reaching Wilson's Creek National Battlefield. The City anticipates needing 55 feet of right-of-way south from the centerline of Farm Road 182. The acquisition of this right-of-way will occur partly through the extension of the City of Republic's City Limits southward in a contiguous fashion. The remainder of the right-of-way will be transferred through an agreement with Greene County. Painted crosswalks are anticipated to facilitate crossings at Farm Road 97 and Farm Road 99. Upon reaching the Battlefield, the trail will be incorporated into a proposed roundabout being constructed at State Highway ZZ and Farm Road 182. The City anticipates needing 20 ft of right-of-way within the Battlefield.

More specifically, Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management

Task 101: **Project Management -** The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants, and provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants.

Task 102: **Quality Assurance / Quality Control (QA/QC) -** The consultant will give a copy of their QA/QC plan to the City's Project Manager at the start of the project. The consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC aspects.

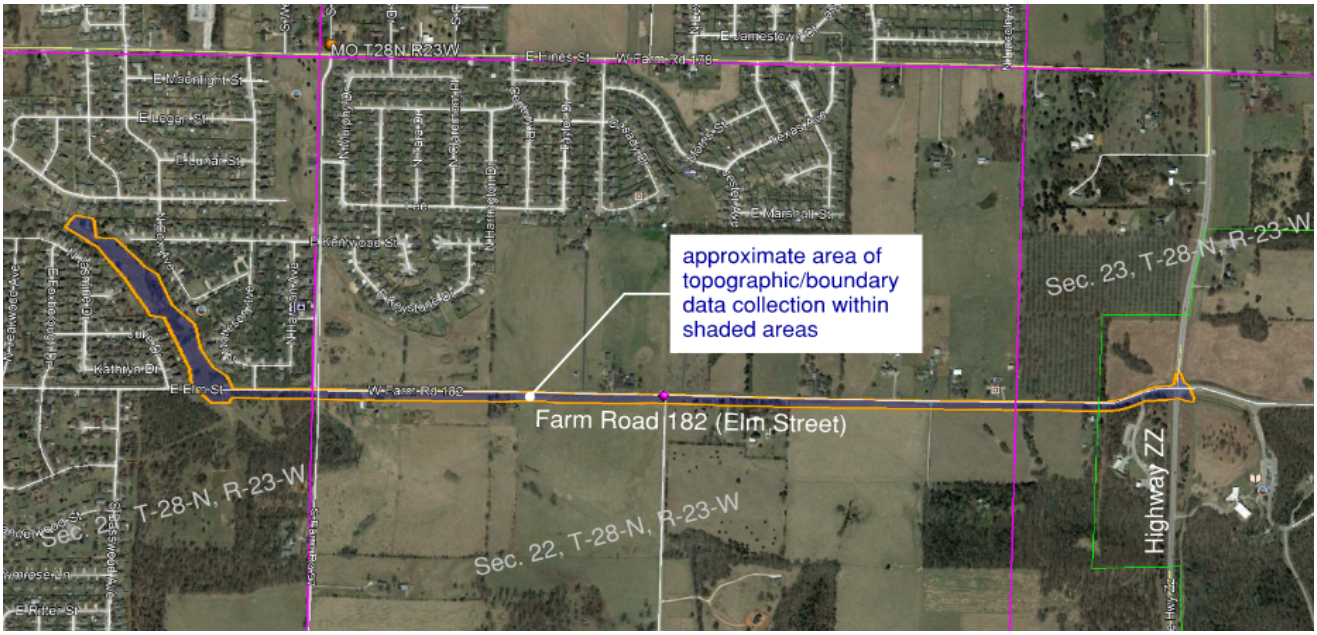
Task 103: **Utility Review Meetings/Coordination (1 Meeting) -** The Consultant shall include time for coordination via the phone and virtual one-on-one meetings with affected utilities, depending on the complexity of the project.

Task 104: **Project Meetings**

- Kick-Off Meeting - Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- Progress Meetings/Review - The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 3 virtual progress meetings.
- Public Meetings – The Consultant will attend one (1) open house style public meeting. The City will coordinate, schedule, and lead the meeting.

Phase 200 – Survey Services

Task 201: **Topographical Survey -** The Consultant will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, standalone trees 6"diameter and larger, outlines of denser vegetation, and visible utilities, as well as the horizontal location of underground utilities as located and marked by Missouri One-Call system, within the project limits as generally shown in the following exhibits. This generally consists of surveying from existing Shuyler Trail to FR 182 then east to Route ZZ. The survey along FR 182 is generally from the centerline south approximately 60 feet along the corridor as shown.



Task 202: **Boundary Survey -** The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be based on the Missouri State Plane Coordinate System NAD 83–Central Zone-US Survey foot.Vertical control will be referenced to NAVD 88.

The boundary survey will depict easements of record as shown on a current title search for the properties adjacent to the proposed trail, depict deed lines for

properties adjacent to the proposal trail sufficient to prepare easement documents, and depict Rights-of-Way along the South side of Farm Road 182 (Elm Street) and the East and West lines of Highway ZZ at its intersection with Farm Road 182; adjacent and within the topo areas, as necessary.

Task 203: **Base Map Preparation -** Consultant will create the base map using the topographic survey data in an AutoCAD format.

Task 204: **As-built Survey and Data Collection (for LOMR) -** As-built survey of Farm Road 182 culvert including channel modifications 50 feet upstream and downstream of the culvert. Needed for LOMR submittal.

Phase 300 – Hydrological & Hydraulic Modeling and FEMA LOMR

Task 301: **Culvert Analysis –** The analysis will consist of the following:

- Update the effective FEMA HEC-RAS model with survey information at the culvert crossing (50' upstream and downstream of the FR 182 culvert) to create an existing conditions model. This model will serve as the baseline for comparison of increases and decreases in flood elevations.
- Evaluate culvert replacement alternatives in the HEC-RAS model that meet the no-rise criteria and allow for pedestrian crossing below Farm Road 182.
- Prepare a Hydraulic Summary showing the results with water surface elevations for the 1, 2, 5, 10, 25, 50, 100, and 500 year storm events.

Task 302: **Design Memorandum -** At the conclusion of this phase, Consultant shall prepare a design memorandum discussing the hydraulic analysis and the level of service for the proposed replacement culvert. Memorandum shall also include a discussion of the permitting requirements, hydraulics/floodplain impacts, culvert design capacity and modeling results.

Task 303: **FEMA LOMR -** Significant modification to the Farm Road 182 culvert to facilitate a trail crossing will result in lower Base Flood Elevations. Major changes to base flood elevations required update the effective model and revising the floodplain limits per 44 CFR 65.3. The proposed culvert replacement is expected to reduce base flood elevations and may potentially remove structures from the FEMA Zone AE Special Flood Hazard Area (SFHA). Remapping of the floodplains will include:

- Update hydraulic model for North Fork Shuyler Creek based on as-built survey of constructed Farm Road 182 culvert.
- Prepare and submit Letter of Map Revision to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles. LOMR application fees are not included in this contract and are the responsibility of the Client.
- FEMA Coordination: Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of

first FEMA review. The community is required to notify each property owner that is impacted by the floodplain change by sending a certified letter or publishing a notice in the local newspaper. Costs for certified letters are considered additional expense to the contract.

Phase 400 – Request for Environmental Review: Categorical Exclusion 2

Task 401: **Environmental / Historical Review –** Consultant shall prepare a Request for Environmental Review (RER) for the proposed trail project. The Consultant will complete a review and evaluation of Missouri Department of Transportation (MODOT) NEPA checklist items. The MODOT NEPA checklist is comprised of the following items: Section 106 Cultural Resources; Section 4(f) and 6(f); Wetlands and Streams; Threatened and Endangered Species; Migratory Birds; Floodplain and Regulatory Floodway; FEMA/SEMA Buyout Lands; Stormwater and Erosion Control; Hazardous Waste; Farmland; Socioeconomics; and, Noise. The Consultant will conduct a site visit of the project area to take photographs of existing conditions.

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Phase 500 – Preliminary Design Phase

Task 501: **Preliminary Design -** Continuing with the completed conceptual plans, construction plans will be developed based on Republic, Missouri design standards. This task will include the overall project management, client coordination, utility coordination, invoicing, and quality control tasks for this phase and previous phases of the project.

The roadway plans will be developed to include the appropriate information at each plan stage and will continue to evolve as pertinent information is added to the plans to convey the design intent. The preliminary plans will include:

- Title Sheet
- Typical sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition Plan
- Plan & Profile Sheets
- Cross Sections

Task 502: **Drainage Analysis -** Hydraulic/Hydrologic Analysis - The Consultant shall perform a storm systems analysis in accordance with the City of Republic standards. A hydrologic and hydraulic analysis of approximately three crossroad reinforced box culverts (RCBs) will be performed to evaluate existing capacity. The intent is to verify sizing so that the RCBs can be extended to accommodate the proposed trail. The drainage analysis will also evaluate open ditch systems. Driveway cross pipes and ditches not being impacted by the project will not be evaluated for condition or capacity.

Task 503: **Cost Estimates -** The Consultant shall prepare an opinion of project cost.

Phase 600 – Right-of-Way Plan Phase

Task 601: **Right-of-Way Plans -** This task will be to take the design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, and other special grading or considerations that could affect right-of-way or easements. The plans will include station and offsets of proposed right-of-way and easements and will used for utility coordination. This task will also include the overall project management, client coordination, utility coordination, invoicing, and quality control for this phase. The roadway plans will continue to be developed to include the appropriate information at the right-of-way plan stage.

The right-of-way plans will include:

- Title Sheet
- General Layout Sheet
- Survey control and alignment sheet
- Demolition Plan
- Typical sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Traffic Control Plans (General phasing & TAs)
- Special Details
- Cross Sections

Task 602: **Traffic Control Plans –** Olsson will include temporary traffic control plans and standard detail sheets corresponding to MoDOT and MUTCD standard practice. Plans will include general phasing and line sketch of detour necessary for FR 182 reconstruction.

Task 603: **Cost Estimates -** The Consultant shall prepare an updated opinion of project cost.

Task 604: **Right-of-Way Documents** – Olsson will prepare Exhibit A (description) and Exhibit B (sketch) right-of-way and easements for tracts affected by the project (assumed 33 documents). The Exhibit A and Exhibit B for each tract will be considered one document. Titlework is assumed to be necessary for up to 22 parcels.

Phase 700 – Final Design Phase

Task 701: **Final Design Plans -** The Consultant shall prepare project base files and plan sheets in accordance with the City of Republic CADD standards. All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet

- Survey Control and Alignment Sheets
- Demolition Plan
- Typical Sections
- General Notes
- Plan and Profile Sheets
- RCB/Culvert Plan and Profile Sheets
- Details Sheets
- Traffic Control Plans (see below)
- Signing and Striping
- Sediment and Erosion Control Sheets
- Cross-Section Sheets

Task 702: **Traffic Control Plans –** Olsson will include temporary traffic control plans and standard detail sheets corresponding to MoDOT and MUTCD standard practice. Plans will include up to three total phases and one detour. The majority of the traffic control will be handle using typical applications (TAs).

Task 703: **Cost Estimates -** The Consultant shall prepare a final updated opinion of project cost.

Task 704: **Permits –** The Consultant shall prepare and submit on behalf of the City of Republic the following permits, agreements, certifications, and forms. The Consultant shall copy the City's project manager on all applications being submitted. Any permit fees or mitigation costs will be paid for by the city.

- SWPPP - NPDES Permit

Task 705: **Specifications and Job Special Provisions -** The Consultant will submit Specifications and Special Provisions with this submittal.

Phase 800 – Final PS&E and Bidding Phase

Task 801: **Final PS&E -** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager in PDF format.

Task 802: **Bidding –** The Consultant will attend prepare addenda and answer RFIs as necessary. A pre-bid meeting is assumed to not be required.

Assumptions and Exclusions:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a supplement.
- Quantity summary tables and breakouts are not required.

- A standard MoDOT reinforced box culvert design will be used, and detailed structural design is not required.
- MoDOT standard ADA ramps details will be used, and detailed spot grading will not be required on the plans.
- Fencing relocations will be negotiated and paid for directly through property acquisitions and will not have to be reflected in the plans.
- Greene County will be providing appraisal and RW negotiation services.
- The Effective FEMA hydrology will be used, and the Effective FEMA hydraulic model will be updated.
- Vegetation is in a state of dormancy during the survey period.
- All application, permit, and mitigation fees will be paid by the Client.
  - Letter of Map Change application and review fee is typically $8,000 and subject to change.
- Environmental Review assumptions:
  - The project will qualify for a CE2 NEPA determination.
  - Consultant assumes the draft CE2 document will be subjected to only one round of revisions from MoDOT environmental staff before the document is submitted to FHWA.
  - Olsson assumes the MoDOT NEPA checklist can be completed through a desktop review and single site visit.
- The constructed culvert replacement is expected to reduce the flood elevations. However, due to inaccuracies in the existing maps, the revision may cause localized widening
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by supplemental agreement, including sanitary sewer.

Exclusions include, but are not limited to, the following:

- Traffic studies
- Traffic Signal Design
- Pedestrian detour plans
- Utility Potholing
- Geotechnical investigations.
- Detailed retaining wall and structural design
- Fencing Plans and Layouts
- Environmental investigation, surveys, and permitting beyond those noted in the scope
- Individual 401/404 permits.
- Detention and water quality design
- Letter of map amendment.
- Elevation certifications.
- Cross section survey: the effective cross sections will be utilized for modeling, except where specifically stated otherwise.
- RW Appraisal and negotiations services
- Renderings and visualizations
- Construction administration, testing, inspection, or observation
- RW Staking & Monumentation
- As-built surveys and preparation of record drawings, except where specifically stated otherwise.
- Any services not specifically detailed in the scope.

Attachment B
ESTIMATED COST PLUS FEE
Shuyler Creek Trail extension STBG-6900(813)

olsson

By: RBC
Date: 10/29/2020

					ESTIMATED DIRECT LABOR COSTS		$63,990.24
					Payroll Additives (Direct Overhead)	90.84%	$58,128.73
					General and Administrative (Indirect Overhead)	96.68%	$61,865.76
					Fixed Fee	14.00%	$25,757.86
						SubTotal	$209,742.60
					Facilities Capitol Cost of Money	0.91%	$582.31
						Subtotal	**$210,324.91**
Subconsultants							
N/A						0.00%	$0.00
						Subtotal	**$0.00**
Direct Expenses							
Plots	1200	Plots @	$	0.50	=	$600.00	
Mileage	2905	Miles @	$	0.575	=	$1,670.38	
Meals	8	Meals @	$	12.00	=	$96.00	
Misc. (Postage, Parkings, etc)	1	LS @	$	300.00	=	$300.00	
Foam Exhibit Boards	8	Each @	$	60.00	=	$480.00	
Data Requests (placeholder)	2	Each @	$	200.00	=	$400.00	
Title Work	22	Each @	$	350.00	=	$7,700.00	
Survey Supplies	1	LS @	$	250.00	=	$250.00	
Survey Equipment	126	hr @	$	15.00	=	$1,890.00	
						Subtotal	**$13,386.38**
ESTIMATED ENGINEERING FEE (Engineering Services)							**$223,711.29**

MAN-HOUR ESTIMATE - Shuyler Creek Trail extension STBG-6900(813)

olsson

	Hourly Rate	$64.52	$54.84	$43.87	$37.10	$32.26	$29.03	$24.19	$42.26	$30.32	$45.16	$32.26	$38.06	$32.26	$53.23	$22.58				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	AE	SrTech	Tech	Sr Scien	Assoc Scien	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	SVY PM	Admin	Total Manhours	Total Labor Fee	Subtotal	
100	**Project Management**																			
	Project Management & QA/QC	12	4			12										12	40	$1,652	**$1,651.68**	
	Utility Review/Coordination (Assume 1 virtual meeting)	4			16												20	$852	**$851.68**	
	Project Meetings (Assume 3 virtual meetings)	6		6		6											18	$844	**$843.90**	
	Public Meeting & Prep (Assume 1 meeting)	12				8		8									28	$1,226	**$1,225.84**	
		34	4	6	16	26	0	8	0	0	0	0	0	0	0	12	106			**$4,573.10**
200	**Survey Services**																			
	Topographic Survey										54	40	8		2		104	$4,140	**$4,139.98**	
	Boundary Survey											24	4	8	2		38	$1,291	**$1,291.02**	
	Base Map Preparation												24	24	1		49	$1,741	**$1,740.91**	
	As-Built Survey for LOMR										8		1	8			17	$657	**$657.42**	
		0	0	0	0	0	0	0	0	0	62	64	37	40	5	0	208			**$7,829.33**
300	**H&H and FEMA LOMR**																			
	Culvert Hydrogical & Hydraulics Modeling		1	12		60											73	$2,517	**$2,516.88**	
	Design Memorandum	1		12													13	$591	**$590.96**	
	FEMA LOMR	4	24	80		80											188	$7,665	**$7,664.64**	
		5	25	104	0	140	0	0	0	0	0	0	0	0	0	0	274			**$10,772.48**
400	**Request for Environmental Review**																			
	Environmental/Historical Review (CE2)	2							20	64						8	94	$3,095	**$3,095.36**	
		2	0	0	0	0	0	0	20	64	0	0	0	0	0	8	94			**$3,095.36**
500	**Preliminary Plans**																			
	Review As-builts & Existing Conditions	1				4		**4**									9	$290	**$290.32**	
	Roadway Geometrics & Modeling	4				40		40									84	$2,516	**$2,516.08**	
	Preliminary Design																			
	Title Sheet		1			12											13	$442	**$441.96**	
	Typical Sections		1			4		8									13	$377	**$377.40**	
	General Notes Sheet	1	1			8											10	$377	**$377.44**	
	Survey control and alignment sheet		1			1		8									10	$281	**$280.62**	
	Demolition Sheets	1				4		12									17	$484	**$483.84**	
	Plan & Profile Sheets	1	2			16		40									59	$1,658	**$1,657.96**	
	Details Sheets	1	1			4		12									18	$539	**$538.68**	
	Cross Sections		1			4		24									29	$764	**$764.44**	
	Structures - RCBs		4		24												28	$1,110	**$1,109.76**	
	Drainage Analysis	1		8	40												49	$1,899	**$1,899.48**	
	Quantities & Opinion of Cost	1	1		1	4		12									19	$576	**$575.78**	
	Address Comments	1				4		4									9	$290	**$290.32**	
		12	13	8	65	105	0	164	0	0	0	0	0	0	0	0	367			**$11,604.08**

MAN-HOUR ESTIMATE - Shuyler Creek Trail extension STBG-6900(813)

olsson

	Hourly Rate	$64.52	$54.84	$43.87	$37.10	$32.26	$29.03	$24.19	$42.26	$30.32	$45.16	$32.26	$38.06	$32.26	$53.23	$22.58				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	AE	SrTech	Tech	Sr Scien	Assoc Scien	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	SVY PM	Admin	Total Manhours	Total Labor Fee	Subtotal	
600	**Right-of-Way Plans**																			
	Geometric Design & Modeling	1	2	4		40		40									87	$2,608	**$2,607.68**	
	Update Plan & Profile Sheets	1				24		24									49	$1,419	**$1,419.32**	
	Traffic Control Plans (General Phasing & TAs)	4		8			16										28	$1,074	**$1,073.52**	
	Quantities & Opinion of Cost	1			1	4		8									14	$424	**$424.18**	
	RW & Easement Descriptions (assume 22 parcels & 33 Desc total)												40	40	16		96	$3,664	**$3,664.48**	
		7	2	12	1	68	16	72	0	0	0	0	40	40	16	0	274			**$9,189.18**
700	**Final Plans**																			
	Refine Modeling & Roadway Geometrics	1	2	4		40		24									71	$2,221	**$2,220.64**	
	Final Design Plans																			
	Title Sheet		1			4											5	$184	**$183.88**	
	Summary of Quantities Sheet	1	1	4		4		16									26	$811	**$810.92**	
	Survey control and alignment sheet					1		4									5	$129	**$129.02**	
	Demolition Plan	1				4		8									13	$387	**$387.08**	
	Typical Sections Sheets					1		4									5	$129	**$129.02**	
	General Notes Sheets		1			4											5	$184	**$183.88**	
	Plan & Profile Sheets	1		4		24		40									69	$1,982	**$1,981.84**	
	RCB/Culvert Plan & Profile Sheets	1		4		16		16									37	$1,143	**$1,143.20**	
	Detail Sheets		1	1		8		16									26	$744	**$743.83**	
	Traffic Control Plans	4		20			40										64	$2,297	**$2,296.68**	
	Signing & Striping	1		8			16										25	$880	**$879.96**	
	Sediment and Erosion Control Sheets			1		4		24									29	$753	**$753.47**	
	Cross Sections		1			12		12									26	$784	**$783.85**	
	Opinion of Cost	1				4		8									13	$387	**$387.08**	
	Permits - SWPPP		1	4		24											29	$1,005	**$1,004.56**	
	Specifications & Job Special Provisions	2	8			8											18	$826	**$825.84**	
		13	16	50	0	158	56	172	0	0	0	0	0	0	0	0	466			**$14,844.75**
800	**Final PS&E and Bidding**																			
	Address Final Roadway Review Comments	1	1			8		8									18	$571	**$570.96**	
	Final Quanitites & Opinion of Cost (100%)	1				2		4									7	$226	**$225.80**	
	Answer RFIs	4				8											12	$516	**$516.16**	
	Prepare Addenda	1		4		8										12	25	$769	**$769.04**	
		7	1	4	0	26	0	12	0	0	0	0	0	0	0	12	62			**$2,081.96**
	Total Manhours	80	61	184	82	523	72	428	20	64	62	64	77	80	21	32	1,851			
	Total Labor	$5,162	$3,345	$8,072	$3,042	$16,872	$2,090	$10,353	$845	$1,940	$2,800	$2,065	$2,931	$2,581	$1,118	$723		$63,990	**$63,990.24**	

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary 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.

7. The prospective primary 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 Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 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.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. 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;

   c. 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 (1)(b) of this certification; and

   d. 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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed 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.

6. 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.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. 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 a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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 Covered Transactions

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 participation in this transaction 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.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT’s External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT’s External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson, Inc.

Project Owner (LPA): City of Republic, Missouri

Project Name: Shuyler Creek Trail extension STBG-6900(813)

Project Number: STBG-6900(813)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name:_____
Signature:_____	Signature:_____
Date: _____	Date: _____

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-R-52 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Purchase of One 2021 Dodge Durango.
Submitted By:	Duane Compton, Fire Chief
Date:	December 8, 2020

Issue Statement

The Fire Department is requesting the purchase of a 2021 Dodge Durango.

Discussion and/or Analysis

The Fire Department is requesting to purchase a 2021 Dodge Durango from the State of Missouri, Office of Administration Contract # CC200590002. This contract was awarded to Capitol Chrysler, Jeep and Dodge of Jefferson City. This vehicle was included in the 2020 operating budget and will be replacing a 2004 Ford Escape that will be surplus per City Policy.

Vehicle contract price is $26,717.00
Vehicle delivery fee of $150.00
Total $26,867.00

Recommended Action

Staff recommends approval of the purchase.

RESOLUTION NO. 20-R-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE PURCHASE OF ONE 2021 DODGE DURANGO

WHEREAS, the City of Republic, Missouri (herein called the "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 desires to purchase one new 2021 Dodge Durango ("Vehicle") to fill the needs of the Fire Department; and

WHEREAS, the new Vehicle will be purchased under the Missouri State Bid Purchase Agreement; and

WHEREAS, the Council finds this replacement Vehicle will improve the quality of services the City offers to its Citizens.

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

Section 1. Capitol Chrysler, Jeep and Dodge of Jefferson City, pursuant to the Missouri State Bid Purchase Agreement, is selected to provide one new 2021 Dodge Durango to the City.

Section 2. The purchase price and delivery of the new Vehicle shall not exceed a total cost of $26,867.00.

Section 3. The City Administrator, or his designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.

Section 4. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 8th day of December 2020.

_____
Matt Russell, Mayor

Attest:

_____
City Clerk

Approved as to Form: Digitally signed by Scott Ison
Date: 2020.12.01 10:28:46 -06'00', City Attorney

Final Passage and Vote: _____

Capitol Chrysler Jeep Dodge
3201 Missouri Boulevard
Jefferson City, MO 65109
573-893-5000
800-700-8267
573-893-8256 FAX
capitolcitycars.com

Quote Dated 9-28-20

Agency: City of Republic Fire Dept.

Contact: Duane Compton

Phone Number: 417-732-3801

E-Mail: dcompton@republicmo.com

Date of Response:9-28-20

Per Missouri Office of Administration Contract CC200590002

Line Item 87: Full-Size Crossover Vehicle; AWD 6-Cylinder

2021 Dodge Durango SXT AWD (WDEL75) Exterior Color: Octane Red

VIN: 1C4RDJAG1MC556481

EQUIPMENT INCLUDED IN PRICE

3.6 Liter V6 Engine	119.8" Wheelbase
201.2" Overall Length	All Wheel Drive
Manufacturer's Standard Automatic Transmission	6,500 Lbs. GVWR
4 Wheel Anti-Lock Brakes	Power Steering
Manufacturer's Standard Front Cloth Seats	2nd Row Split Bench Seat
3rd Row Split Bench Fold Flat Seat	All Season Tires with compact spare, tire tools & jack
Manufacturer's Standard Air Bags	Manufacturer's Standard Radio
Manufacturer's Standard Heating and Air Conditioning	Two (2) Sets of Keys or Key FOBS

Power Windows, Door Locks & Exterior Mirrors

Manufacturer's Standard Floor Mats (front & rear)

Electric Rear Window Defroster

Remote Keyless Entry with Two (2) Transmitters

Fog Lights

Bluetooth Connectivity

Speed Control and Tilt Wheel

Full Floor Console

Privacy Glass

Price: $26,717

Delivery Charge $150

Net Delivered Price $26,867

Standard Warranty: 3 Years /36,000 Miles, Power Train 5 Years/100,000 Miles

Thanks for your interest in Capitol Dodge – Jeep – Chrysler - Jeep – Ram

Your friends at Capitol Jerry Dunn and Dave Drane

Word: *City of Republic Fire Dept.*

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-R-53 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Server Hardware and Licensing Upgrade.
Submitted By:	Josh Jones, Information Systems Director
Date:	December 8, 2020

Issue Statement

To award the bid for server hardware and licensing for replacement of aging, unsupported server equipment.

Discussion and/or Analysis

The City of Republic solicited sealed bids for server hardware and licensing to replace existing aging infrastructure that is no longer supported by the manufacturer. Though many vendors were contacted with invitation to bid the project, only two bids were submitted. The summary is shown below:

Bid Summary – Server Hardware and Licensing Upgrade			
Company Name	Base Bid	Optional Service Agreement	Total
Pearson Kelly	$ 51,230.04	-	$ 51,230.04
Dell Technologies, Inc.	$ 32,414.32	-	$ 32,414.32

Our current environment includes 3 physical servers operating in a combined state (cluster), sharing physical resources across the machines as needed to support the 20 virtual servers residing on them. A server's average life span is said to be 3 to 5 years, which we are well past. Additionally, 50% of our virtual servers possess operating systems no longer supported by Microsoft and do not receive software updates or security patches, adding vulnerability to the city. The combination of dated physical and virtual servers necessitate this upgrade to provide optimal technology services to the City.

The project included minimum requirements outlined in the Invitation for Bid document. Some extended licensing and support component purchases will likely be requested later in addition to the awarded bid. These purchases will complete all requirements for the upgrade and will add to the total as shown below.

Additional Purchases	
Software Assurance	$5500
Upgraded 5 Year Dell Pro Support	$2700
Device CAL's	$1150
Total:	$9350

A small portion of this project ($10,000 for some operating system upgrades) was included in the original 2020 budget, later removed with the implementation of the COVID19 financial sustainability plan. With favorable sales tax revenues and various other savings seen across the City this year, funds have been identified as available for the entire project. Implementation of the purchase will be completed by IT staff and third-party IT partner, Pearson Kelly, as covered in our service agreement.

Among the two bids submitted, only one met minimum requirements specified in the invitation. A third bid from CDW was receive just after the bid opening, immediately disqualifying it from consideration. Though Dell's bid came in the lowest, it did not meet minimum licensing requirements specified in the IFB. Dell's bid included Microsoft Windows Server 2019 licensing for 3 physical servers but did not include licensing for the 23-25 virtual servers mentioned in the requirements. The additional licensing purchases that would be required for this would bring the project total equal to or higher than the other bid total price. Pearson Kelly's submission does meet the minimum hardware and licensing requirements specified in the IFB, as they chose to bid a different license that allows for unlimited virtual servers per physical server.

Recommended Action

Staff is recommending the approval of this resolution awarding the bid to Pearson Kelly in the amount of $51,230.04. The bid includes a clear and concise proposal addressing all needs in the invitation, demonstrating a complete response with a competitive price.

RESOLUTION NO. 20-R-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AWARDING THE BID FOR THE SERVER HARDWARE AND LICENSING UPGRADE

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 through an Invitation for Bids (herein called the "IFB") for the server hardware and licensing upgrades (herein called the "Project") for the City's information technology needs; and

WHEREAS, two vendors provided duly submitted bids for the Project, all being on file with the City Clerk; and

WHEREAS, of those two vendors, only one met the minimum requirements specified by the City in the IFB; and

WHEREAS, the bid submitted by Person Kelly Technology met the minimum requirements of the City specified in the IFB and is the most responsive bid; and

WHEREAS, the Council desires to accept the bid from Person Kelly for the City's information technology needs for this Project.

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

Section 1. The submitted bid from Person Kelly Technology, attached hereto as "Attachment 1" and incorporated herein by reference, is accepted at the unit prices shown thereon and not to exceed $51,230.04.

Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.

Section 3. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED by the City Council for the City of Republic, Missouri, this 8th day of December 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

RESOLUTION NO. 20-R-53

Approved as to Form: _____ Digitally signed by Scott Ison Date: 2020.12.02 14:09:49 -06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	• Technical specifications for items in bid • Unit cost for each unique item • Statement on integration capabilities into the City's existing server environment for equipment in bid. • Bid should include licensing/subscription cost associated with all hardware. • Any optional item's at bidder's discretion (i.e., VMWare Licensing) • Minimum 3-year warranty for server hardware.	$51,230.04

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic – Network Switch Hardware **213 N Main St., Republic, MO 65738**	**Company Name:** Pearson-Kelly Technology 2013 West Woodland **Address:** Springfield, MO, 65807
Telephone: 417-877-0003	Brock Redmond
Facsimile: 417-877-8678	**Signed** **Dated** 11/25/20
E-mail: brock@pearsonkelly.com	
Cellular: 417-239-4256	**Printed** **Title** VC10
	Bidders Federal ID Number: 17900425

To be submitted with Vendor's Bid

_X_ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

Addendum No. ___

Addendum No. ___

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

Addendum No. ___

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

Addendum No. ___

Addendum No. ___

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email brock@pearsonkelly.com

Print Federal Tax ID No. 17900425

Company ID Number: 830186

Approved by:

Employer Pearson-Kelly Office Products, LLC	
Name (Please Type or Print) Kelly K Michael	Title
Signature Electronically Signed	Date 11/17/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/17/2014

We have prepared a quote for you

PEARSON-KELLY
TECHNOLOGY

Server Hardware & Licenses

Quote # 000339 Version 1

Prepared for:
Republic, City of

PEARSON-KELLY TECHNOLOGY

P: (417) 877-0003 E: mphillips@pearsonkelly.com W: www.pearsonkelly.com

Hardware

Description		Price	Qty	Ext. Price
Dell PowerEdge R640	**Dell PowerEdge R640 Server** - 2x Intel Xeon 3.2GHz - 128GB RAM - 2x 64GB microSDHC/SDXC - PERC H730P RAID Controller - iDRAC Enterprise - 8x 1GB NIC - 2x 10GB NIC - Dual Redundant PSU - 3 Year Dell Support4574.63	$5,032.09	3	$15,096.27

Subtotal: **$15,096.27**

Software

Description		Price	Qty	Ext. Price
VMware vCenter 7	**VMware vCenter Server v.7.0 Standard - 1Instance - 3 Year License / Maintenance**	$9,295.95	1	$9,295.95
vSphere v7	**VMware vSphere v.7.0 with Operations Management Standard - Upgrade License - 1 Processor - 3 Year License / Maintenance**	$1,655.98	6	$9,935.88
MS Server 2019	**Dell Microsoft Windows Server 2019 Datacenter - License - 16 Core, Unlimited Virtual Machine - OEM - Reseller Option Kit (ROK)**	$3,977.99	3	$11,933.97
Server 2019 User CALs	**Dell Microsoft Windows Server 2019 - License - 50 User CAL - OEM**	$1,655.99	3	$4,967.97

Subtotal: **$36,133.77**

P: (417) 877-0003 E: mphillips@pearsonkelly.com W: www.pearsonkelly.com

Server Hardware & Licenses

Prepared by:
Pearson-Kelly Technology
Mike Phillips
(417) 877-0003
Fax (417) 877-8678
mphillips@pearsonkelly.com

Prepared for:
Republic, City of
213 N Main
Republic , MO 65738
Joshua Jones
(417) 732-3406
jcjones@republicmo.com

Quote Information:
Quote #: 000339
Version: 1
Delivery Date: 11/24/2020
Expiration Date: 12/22/2020

Quote Summary

Description	Amount
Hardware	$15,096.27
Software	$36,133.77
Total:	**$51,230.04**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Pearson-Kelly Technology

Signature: _____

Name: Mike Phillips

Title: IT Project Manager

Date: 11/24/2020

Republic, City of

Signature: _____

Name: Joshua Jones

Date: _____

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF $5,000.00

EFFECTIVE 1/1/2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Brock Glidwell (Name) who is VCIO (Title) of Pearson-Kelly (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Brock Glidwell
Signature

Brock Glidwell
Printed Name

Subscribed and sworn to before me this 25 day of November, 2020. 8:14am

Laura B. Burbridge
Notary Public

My commission expires: 2/5/23

LAURA B. BURBRIDGE
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 19769461
My Commission Expires 02-05-2023

City of Republic - Invitation for Bid

Server Hardware & Licensing

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO **9:00 A.M. ON November 25th, 2020.**

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

- Bids will be opened by the buyer at the location listed above.
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- 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.

DESCRIPTION

Server Hardware and Microsoft Windows Server Licensing
Please see the Bid Specifications and Description of Work (Attachment A – Bid Submission Form) attached to this document for details on the existing server environment and the desired equipment to be submitted in the bid.

DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

Inquiries - All inquiries for information should be directed to:

Joshua Jones
Information Systems
jcjones@republicmo.com
417-732-3100 x 3406

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. 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 date.

INSTRUCTION TO BIDDERS

01. **Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 9:00 A.M. ON November 25th, 2020.**
    a. All bidders or their representatives are invited to attend the opening of the IFB.

02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
    a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
    b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
    c. Arrangements may be made for their return at the bidder's request and expense.
    d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
    e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).
    a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
    b. The signer shall have the authority to bind the company to the submitted Bid.
    c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
    a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
    b. Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda:** Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents.
    a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the listed City contact in writing or through email.
    b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
    c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
    d. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact listed City contact with questions or inquiries.
06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.
07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 9

days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility.
    a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
    a. The cost of any audit will be paid by the City.
    b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order.
    a. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
    a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
    b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards:** With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statues, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion:** By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:
    a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
    b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
    c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
    d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
    e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee

exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
    a. In no event shall the City be liable to the Contractor for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
    c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on attached City IFB forms, although additional information may be attached.
    a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance.
    b. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All blank spaces must be completed with the appropriate response.
    a. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
    b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
    c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
    a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
    b. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give both unit price and extended total.
    a. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.

b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
c. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
d. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
e. Payment terms shall be Net 30 if not otherwise specified.
f. Pre-payment terms are not acceptable.

23. **Discounts:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.
    a. The price as shown on the Bid shall be the price used in determining award(s).
24. **Descriptive Information**: All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
    a. Brand or trade names referenced in specifications are for comparison purposes only.
    b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
25. **Deviations to Specifications and Requirements**: When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
    a. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
    b. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
    c. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
    d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
26. **Samples (if required):** **(NOT APPLICABLE)**
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
    a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Awards:**
    a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
    b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

31. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.
    a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
    a. E-VERIFY COMPLIANCE REQUIREMENTS: All Contractors/Contractors for contracts exceeding five thousand dollars shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
    b. Proposers are informed the Project is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors doing work on the Project to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
    c. Pursuant to Section 292.675 RSMo. The Contractor shall forfeit to the City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
    d. Section 208.009 RSMo. shall apply to any contracts awarded under this bid.
33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.
    a. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.
    a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
36. **Prevailing Wages**: If the public works construction project is valued at more than $75,000, the successful bidder shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the City Contractor Agreement shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").
37. **Insurance Requirements**: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereund

specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. At a minimum, proof of Workers Compensation, Liability, and Automobile Liability insurance shall be presented. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents. The limits of liability insurance shall be as established annually and published by the Secretary of State in the Missouri Registry. For this project, the required insurance amounts shall be: Workers' Compensation - Statutory coverage per RSMo. 287.010 et seq; Employer's Liability - $1,000,000.00; Commercial General Liability Insurance - $2,804,046 for all claims arising out of a single accident or occurrence and $420,606 for any one person in a single accident or occurrence; Automobile Liability Insurance - covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of $2,804,046 for all claims arising out of a single accident or occurrence and $420,606 for any one person in a single accident or occurrence.

38. **Performance Bond and Labor & Materials Payment Bond**: (Not Applicable).
39. **Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
    a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
    b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Invitation for Bid.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Republic affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Business License –** It will be the requirement of the contractor to acquire a City of Republic business license before they may begin work on the project.
46. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s).
    a. Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement.
    b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
    c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
47. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law.

48. **Jurisdiction and Venue:** This IFB and any Agreement required under it, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.
49. **Conflict of Interest:** In participating in this IFB and accepting an Agreement, Contractor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
50. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
51. **Terms**: The City of Republic reserves the right to reject any and all proposals received from this bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

BID SPECIFICATIONS

I. Project Overview

The City of Republic is requesting proposals for the replacement of server hardware and upgrade of Microsoft Windows licensing. This proposal **shall not** include any sort of attached storage for the servers. Please review section III, Existing Environment, for all technical details related to our hardware, software, and licensing infrastructure. Additionally, labor **shall not** be included in bid submissions. The City's current IT service provider will be completing the implementation of hardware and server OS upgrades. Submitted proposals shall be comprehensive, addressing all items necessary to successfully upgrade the infrastructure. Minimum specifications for hardware are outlined in the Bid Scope (II). These must be met for the submission to be considered a valid proposal, as identified in section IV.

II. Bid Scope (Requirements)

To adequately support the needs of the City's current technical environment, below are **minimum requirements** that must be satisfied by all proposal submissions:

- Total of 3 Servers
- Total of 16 cores with 2 Socket CPU (per server)
- 128 GB RAM (per server)
- 8 1G NIC ports & 2 10G NIC ports with SFP+ and iSCSI capabilities (per server)
- 3-year manufacturer warranty
- Dual Power Supply
- Local Storage RAID 1 for OS (SD Card or Physical SSD)
- Lights Out Management or equivalent functionality
- Microsoft Windows Server 2019 Licensing
    - The most cost-effective license purchase is desired. For reference, we project reaching a total of 23-25 VM's over the lifespan of the servers.
- An optional VMware licensing quote

III. Existing Environment

The following table lists the technical components of the City's existing infrastructure. This includes 3 host servers that participate in a cluster virtualized and managed with VMWare's vSphere.

	Processor	**Proc. Specs**	**RAM**	**NIC**	**VMs**
Host 1	Xenon E5630 x4	16C @ 2.5GHz	120 GB RAM	14	9
Host 2	Xenon E5630 x4	16C @ 2.5GHz	84 GB RAM	14	4
Host 3	Xenon E5630 x4	16C @ 2.5GHz	96 GB RAM	12	7

IV. Evaluation Criteria

All proposal submissions will be evaluated and scored with the same criteria. These criteria include:

- Hardware and license compatibility.
- Adherence to technical minimums specified in Bid Scope.
- Demonstrated cost consideration in proposal.
- Consideration of ease of implementation regarding the existing environment.
- Competency and professionalism of proposal.
- Overall comprehension of the project and the City’s needs.

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	• Technical specifications for items in bid • Unit cost for each unique item • Statement on integration capabilities into the City's existing server environment for equipment in bid. • Bid should include licensing/subscription cost associated with all hardware. • Any optional item's at bidder's discretion (i.e., VMWare Licensing) • Minimum 3-year warranty for server hardware.	$_____

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic – Network Switch Hardware **213 N Main St., Republic, MO 65738**	**Company Name:** **Address:**
Telephone:	
Facsimile:	**Signed** **Dated**
E-mail:	
Cellular:	**Printed** **Title**
	Bidders Federal ID Number:

To be submitted with Vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.
_____We TAKE exception to the IFB Documents/Requirements as follows:
CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.
Addendum No. ___
Addendum No. ___

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):
Addendum No. ___

_____SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
Addendum No. ___
Addendum No. ___
_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
_____OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PREFORM.

Print Email_____

Print Federal Tax ID No._____

CITY OF REPUBLIC STATEMENT OF "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
_____ UNABLE TO MEET SPECIFICATIONS.
_____ UNABLE TO MEET INSURANCE REQUIREMENTS.
_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:
_____
_____
_____
_____
_____

COMPANY NAME: _____
ADDRESS: _____
SIGNATURE AND TITLE: _____
TELEPHONE NUMBER: _____
DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID Number: 12492990

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved persuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT49B3D)

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE
Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990 Letter Effective Date:
Contract Date: Certificate Expiration Date:
Contract #: _____ Revised Expiration Date: _____
Project Description: Republic Aquatic Center – Flowrider Refurbishment
Project Location: 711 E. Miller Rd. Republic, Missouri
Estimated Project Completion Date: April 30, 2019
Auth. Signature: _____,Mayor Jeff Ussery Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR
Name:
Address:
City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

NOTICE AND INSTRUCTIONS TO CONTRACTORS/SUBCONTRACTORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530(1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Republic, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285-530(2)]

The City of Republic, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires the following Bid and contract documents:

Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Copies of affidavit can be found and downloaded on the City of Republic Missouri Public Works website;

The City of Republic encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc 1185221678150.shtm or by calling **888-464-4218**.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF $5,000.00

EFFECTIVE 1/1/2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name)
who is _____ *(Title)* of _____
(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

_____
Signature

_____
Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe _____
Name (Please type or print) Title

Electronically Signed _____
Signature Date

Verification

Department of Homeland Security Division

USCIS Verification Division _____
Name (Please type or print) Title

Electronically Signed _____
Signature Date

Sample E-Verify Memo of Understanding - MOU Electronic Signature Page

AGENDA ITEM ANALYSIS

Project/Issue Name:	20-R-54 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company to be the Exclusive Beverage Provider to the City of Republic for all Park Related Activities and at Recreational Facilities.
Submitted By:	Jared Keeling, Parks & Recreation Director
Date:	December 8, 2020

Issue Statement

To enter into a contractual agreement with a beverage company to be the exclusive beverage provider at all park related activities and at municipal facilities.

Discussion and/or Analysis

The Republic Parks & Recreation Department orders approximately 1,800 cases of "beverages" (soda, sport drinks, water, etc.) per year for resale at park related activities and at various recreational facilities. Proposals for exclusive beverage rights were solicited through a formal 'Request for Proposals' process. Ozarks Coca-Cola/Dr. Pepper Bottling Company and Pepsi Beverages Company both submitted proposals as a result of the RFP with a summary listed below. The attached resolution, if adopted, authorizes the execution of a contractual agreement with the selected beverage company from the period of January 1, 2021 through December 31, 2023.

Company	**20 oz. Carbonated**	**20 oz. Water**	**20 oz. Sports Drink**
Ozarks Coca-Cola/DP	$.58	$.44	$.71
Pepsi Company	$.60	$.458	$.729

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY TO BE THE EXCLUSIVE BEVERAGE PROVIDER TO THE CITY FOR ALL PARK RELATED ACTIVITIES AND AT RECREATIONAL FACILITIES

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 proposals through a Request for Proposals (herein called the "RFP") for a vendor to provide beverages as the exclusive beverage provider for all park department related activities and at the City's recreational facilities (herein called the "Project"); and

WHEREAS, two vendors provided duly submitted proposals for the Project, all being on file with the City Clerk; and

WHEREAS, after reviewing the proposals, the Council has selected Ozarks Coca Cola/ Dr. Pepper as the lowest responsible bidder for the Project.

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

Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into an Agreement with Ozarks Coca Cola/ Dr. Pepper, for the Project, at the unit prices shown thereon, with said Agreement to be in substantially the same form as "Attachment 1"

Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to implement this Resolution.

Section 3. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED by the City Council for the City of Republic, Missouri, this 8th day of December 2020.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: Digitally signed by Scott Ison Date: 2020.12.02 15:46:37 -06'00' , Scott Ison, City Attorney

Final Passage and Vote: _____

City of Republic - Request for Proposal

Exclusive Beverage Provider 2021-2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO **2:00 P.M. On Wednesday, December 2, 2020.**

City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738

- Bids will be opened by the buyer at REPUBLIC CITY HALL AT **2:00 P.M. On Wednesday, December 2, 2020**.
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the **Request for Proposal (RFP) 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.
- DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

DESCRIPTION

See attached Request for Proposals, General Conditions, Specifications, and Bid Form for detailed information.

Inquiries - All inquiries for information should be directed to:

Chris Arnold Phone: 417-732-3500 Email: carnold@republicmo.com

It is the intent of the City that this Request for Proposal promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. 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 date.

INSTRUCTION TO BIDDERS

01. **Opening Location: The Bid will be opened at the Republic City Hall 213 N. Main at 2:00 P.M. ON WEDNESDAY, DECEMBER 2, 2020.**
    a. All bidders or their representatives are invited to attend the opening of the RFP.
02. **RFP Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
    a. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
    b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
    c. Arrangements may be made for their return at the bidder's request and expense.
    d. Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
    e. Bids sent by email will not be accepted.

    Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **RFP project name. clearly indicated on the outside of the mailing envelope and addressed to.**

    City of Republic
    C/O City Clerk, Laura Burbridge
    213 N. Main
    Republic MO 65738

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).
    a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
    b. The signer shall have the authority to bind the company to the submitted Bid.
    c. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
    a. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
    b. Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda:** Each bidder shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents.
    a. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the listed City contact in writing or through email.
    b. The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
    c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
    d. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact listed City contact with questions or inquiries.
06. **RFP Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.
07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the RFP. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 45 days to sell to the City the goods or services set forth in the RFP, until one or more of the Bids have been duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Proposal. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility.
    a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
    a. The cost of any audit will be paid by the City.
    b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order.
    a. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
    a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
    b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after the date of the bid opening.
13. **Ethical Standards:** With respect to this RFP, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statues, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion:** By offering a submission to this Request for Proposal, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFP whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFP:
    a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
    b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
    c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
    d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
    e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee

       exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
    a. In no event shall the City be liable for special, indirect, liquidated, incidental, or consequential

damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The City is not allowed and will not agree to indemnify a company.

17. **RFP Forms, Variances, and Alternates:** Bids must be submitted on attached City RFP forms, although additional information may be attached.
    a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance.
    b. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All blank spaces must be completed with the appropriate response.
    a. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
    b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
    c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
    a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
    b. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give both unit price and extended total.
    a. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
    b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
    c. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
    d. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
    e. Payment terms shall be Net 30 if not otherwise specified.
    f. Pre-payment terms are not acceptable.
23. **Discounts:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.
    a. The price as shown on the Bid shall be the price used in determining award(s).
24. **Descriptive Information**: All equipment, materials, and articles incorporated in the product/work covered by this RFP are to be new and of suitable grade for the purpose intended.
    a. Brand or trade names referenced in specifications are for comparison purposes only.
    b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
25. **Deviations to Specifications and Requirements**: When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or

equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.

a. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
b. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
c. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written.
d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

26. **Samples (if required):** (NOT APPLICABLE)
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.
    a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990. If the bidder believes he City would be responsible for any taxes, those must be specifically listed in the bid along with the amount of the taxes.
30. **Awards:**
    a. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
    b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
    c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
31. **Authorized Product Representation:** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.
    a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
33. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.
    a. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.
    a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
36. **Nonresident/Foreign Vendors:** The Vendor shall procure and maintain during the life of this contract:

a. If the Vendor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

37. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Request for Proposal.
38. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
39. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.
40. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
41. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s).
    a. Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement.
    b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
    c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
42. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Vendor and all SubVendors shall pay the greater of the wages required under either law.
43. **Jurisdiction and Venue:** This RFP and any Agreement required under it, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.
44. **Conflict of Interest:** In participating in this RFP and accepting an Agreement, Vendor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
45. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
46. **Terms**: The City intends to award a contract based on the bid that, in the City's sole discretion, best meets the interests and requirements of the City. The City reserves the right in the City's sole discretion to reject any and all bids, to waive technicalities or deficiencies in any or all bids, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bid process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bid does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

CITY OF REPUBLIC
REQUEST FOR PROPOSAL
EXCLUSIVE BEVERAGE PROVIDER

SPECIFICATIONS

OVERVIEW

The Republic Parks & Recreation Department is requesting proposals from qualified vendors interested in servicing the City of Republic's need for an exclusive beverage provider. Beverages to be provided are non-alcoholic and include carbonated drinks, non-carbonated drinks, water, and sport beverages. The chosen vendor will be awarded an exclusive contract to be the beverage provider for all Republic Parks & Recreation Department managed facilities and events.

The Republic Parks & Recreation Department is seeking a service contract to take effect on January 1, 2021 for three years until period ending December 31, 2023. The Republic Parks & Recreation Department's major facilities include, but are not limited to, the Republic Community Center, Republic Aquatic Center, Republic Activities Building, Garoutte Field, The Amp @ J.R. Martin Park, and the Bervin White Memorial Baseball/Softball Complex.

The Republic Parks & Recreation Department isn't seeking anything in the way of an initial sponsorship donation of money or equipment such as scoreboards, etc. In addition, the Republic Parks & Recreation Department is not seeking any sort of annual sponsorship donation. It is the goal of this RFP to have qualified vendors submit their lowest, per unit price possible without having to consider recouping any sort of sponsorship donations.

ANNUAL CASE VOLUME

During the last three years, the Republic Parks & Recreation Department has averaged ordering 1,600-2000 cases of product for resale at concession stands or at special events.

VENDING MACHINES

The Republic Parks & Recreation Department services (stocks and collects monies) all vending machines located at Parks & Recreation Department facilities. The exclusive beverage provider must be able to provide timely repair service on all vending machines.

NECESSARY EQUIPMENT, ETC. PROVIDED BY EXCLUSIVE BEVERAGE PROVIDER

A listing of equipment, vending machines, and menu sign boards the Republic Parks & Recreation Department must have from the exclusive beverage provider is available in Exhibit A. **In addition, the Republic Parks & Recreation Department will also need items such as concession trailers and artic coolers (rolling cooler carts for outdoor use at special events) for use at special events throughout the year (8-10 times annually).**

PROPOSAL REQUIREMENTS

1. Vendor's completion and execution of the RFP.
2. Agree to three (3) year period of service contract.
3. Agree to provide equipment, etc. as listed in Exhibit A.
4. Provide complete listing of products available including pricing.
5. Provide maximum pricing percentage increase per year.
6. Provide a minimum of three references from similar type customers.

RFP (2021-23 Exclusive Beverage Provider)
Exhibit A

Listing of Equipment & Vending Machines to Be Provided and Maintained by Beverage Provider

Facility	Address	Single Door Cooler	Large Double Door Cooler	Menu Board	Vending Machine - Serviced by City*	
Republic Activities Building	711 E. Miller Road	1			1	
Republic Community Center	711 E. Miller Road		1	1	2	
Republic Aquatic Center	711 E. Miller Road	1	2	1		
Bervin White BB/SB Complex	711 E. Miller Road	1	1	3	1	

** Repair service needed by beverage company only. Machine is regularly attended to (stocked, money pulled, etc.) by Republic Parks & Recreation Department.*

*** Full service to machine required by beverage company including repair, stocking, money handling, etc. City of Republic to get % of gross sales.*

CITY OF REPUBLIC

RFP - EXCLUSIVE BEVERAGE PROVIDER
RESPONSE SHEET

Pursuant to and in accordance with the above state Request for Proposal, the undersigned hereby declares that they have examined the RFP documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their proposal is accepted to furnish the item(s) submitted below, including delivery to Republic, Missouri, in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

RFP (2021-23 Exclusive Beverage Provider)

Beverage Company Response Sheet

Company Name:
Ozarks Coca-Cola / Dr. Pepper
Point of Contact:
Bryan Webers

Telephone:
(417) 709-2376
Email:
bwebers@cocacolaozarks.com

Proposal Requirements	Yes	No
Agree to Three (3) Year Term	✓	
Agree to Provide & Maintain Equipment Listed in Exhibit A	✓	
Agree to Provide & Maintain Vending Machines Listed in Exhibit A	✓	
Provided Complete Listing of All Products Sold & Pricing	✓	
Provided References of Similar Type Customers	✓	
Provided Maximum Pricing Percentage Increase Per Year	✓	

Bulk Order Products	**Size**	**Unit Price**
Carbonated Beverages	20 Ounce	.58
Water	20 Ounce	.44
Sport Drinks (Powerade, Gatorade, Etc.)	20 Ounce	.71
Other Products*	Attach	Attach

Maximum Pricing % Increase Per Each Year (If Taken)	4%

** Please provide a complete listing of all available products sold and pricing on a separate document.*

Signature of Contact/Authorized Representative
11/20/2020

REFERENCES

COMPANY NAME: Ozarks Coca-Cola

Provide a listing of at least three (3) references for whom the Bidder has provided similar services of the same size and scope for an organization within the last five (5) years. The following format should be used:

1. COMPANY NAME: Springfield Parks Dept.
   ADDRESS: 1923 N Weller Ave
   Springfield MO 65803
   CONTACT PERSON: Diana Tyndall
   TELEPHONE: (417) - 894 - 0048
   FAX: (____) - _____ - _____
   E-MAIL: dtyndall@springfieldmo.gov

2. COMPANY NAME: Nixa Parks Dept.
   ADDRESS: 701 N Taylor Way
   Nixa MO 65714
   CONTACT PERSON: Matt Crouse
   TELEPHONE: (417) - 725 - 5486
   FAX: (____) - _____ - _____
   E-MAIL: mcrouse@nixa.com

3. COMPANY NAME: Willard Parks Dept
   ADDRESS: 233 N State Hwy J
   Willard MO 65781
   CONTACT PERSON: Jason Knight
   TELEPHONE: (417) - 742 - 5381
   FAX: (____) - _____ - _____
   E-MAIL: parkdir@cityofwillard.org

CITY OF REPUBLIC
RFP – Exclusive Beverage Provider

To be submitted with vendor's Proposal

__√__ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____

Entire Proposal Packet shall be returned to City of Republic, City Clerk, Proposal Enclosed: Exclusive Beverage Provider, 213 N. Main Avenue, Republic, MO 65738.

- Vendor's completion and execution is required.
- Vendor, if awarded contract, must submit documentation of enrollment in E-Verify program.
- Proposals shall be submitted on the forms provided and must be manually signed by individual authorized to legally bind the company.
- Proposals received after the opening date and time will be rejected.

The undersigned affirms they are in receipt of all Proposal specifications and instructions, and are familiar with the work proposed. The Proposal attached hereto represents the total cost to the City of Republic, inclusive of all applicable taxes and fees for the specified work. Vendor acknowledges that proposals withdrawn within 30 days of Proposal opening will result in their firm being registered as an irresponsible Vendor by the City of Republic.

Company Name Ozarks Coca-Cola

By _____
(Authorized Person's Signature)

Bryan Webers Channel Manager
(Print or type name and title of signer)

Company Address:
1777 N Packer Rd
Springfield MO 65803

Telephone Number (417) 865-9900

FAX: _____

Date 11/20/2020

ADDENDA

Vendor acknowledges receipt of the following addendum:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Email _____

Federal Tax ID No. _____

Item #	Description	Price
155186	10.10ZPLBTN1X12 TUM-E YUM BGBRRYBLST-KO	$9.47
155183	10.10ZPLBTN1X12 TUM-E YUM EDGYORGBRST-K	$9.47
155259	10.10ZPLBTN1X12 TUM-E YUM EPC APL FLP-K	$9.47
155185	10.10ZPLBTN1X12 TUM-E YUM RDRSPBRRYZNG-	$9.47
155184	10.10ZPLBTN1X12 TUM-E YUMFRTPNCHPRTY-KO	$9.47
124580	10OZPLBTN1X24 MM JTG APL JC 100	$17.69
124581	10OZPLBTN1X24 MM JTG ORG JC 100	$17.69
152685	11OZALCNN4X6 JAVA MNSTR LOCA MOCA-KO	$42.13
152687	11OZALCNN4X6 JAVA MNSTR MEAN BEAN-KO	$42.13
116149	12OZALCNN12X2 BARQS ROOT BEER FRID	$9.44
155402	12OZALCNN12X2 C DRY GIN ALE LEMONAD FRID	$9.44
117674	12OZALCNN12X2 C DRY GIN ALE-CS FRID	$9.44
116153	12OZALCNN12X2 CF COCA-COLA FRID	$9.44
117605	12OZALCNN12X2 CF DR PEPPER-CS FRID	$9.44
115585	12OZALCNN12X2 CF DT COKE FRID	$9.44
117606	12OZALCNN12X2 CF DT DR PEPPER-CS FRID	$9.44
116305	12OZALCNN12X2 CHERRY COKE FRID	$9.44
121750	12OZALCNN12X2 COCA COLA ZERO SUGAR FRID	$9.44
157096	12OZALCNN12X2 COCA-COLA CHRY VAN FRID	$9.44
157231	12OZALCNN12X2 COKE CHRY VAN ZERO SU FRID	$9.44
125491	12OZALCNN12X2 COKE CHRY ZERO FRID	$9.44
115583	12OZALCNN12X2 COKE FRID	$9.44
150627	12OZALCNN12X2 COKE LIFE (REG CAL) FRID	$9.44
156216	12OZALCNN12X2 COKE ORG VANILLA FRID	$9.44
156228	12OZALCNN12X2 COKE ORG VNL ZERO SUG FRID	$9.44
146533	12OZALCNN12X2 COKE ZERO CAFFEINE-FR FRID	$9.44
133251	12OZALCNN12X2 DR PEPPER CHERRY-CS FRID	$9.44
157210	12OZALCNN12X2 DR PEPPER CRM SODA-CS FRID	$9.44
137849	12OZALCNN12X2 DR PEPPER TEN-CS FRID	$9.44
117603	12OZALCNN12X2 DR PEPPER-CS FRID	$9.44
154810	12OZALCNN12X2 DT COKE FEISTY CHERRY FRID	$9.44
115584	12OZALCNN12X2 DT COKE FRID	$9.44
154812	12OZALCNN12X2 DT COKE GINGER LIME FRID	$9.44
121508	12OZALCNN12X2 DT COKE SWTND W SPLND FRID	$9.44
133257	12OZALCNN12X2 DT DR PEPPER CHRY-CS FRID	$9.44
157171	12OZALCNN12X2 DT DR PEPPER CRM SODA FRID	$9.44
117604	12OZALCNN12X2 DT DR PEPPER-CS FRID	$9.44
151475	12OZALCNN12X2 FANTA BERRY FRID	$9.44
116470	12OZALCNN12X2 FANTA GRAPE FRID	$9.44
116151	12OZALCNN12X2 FANTA ORG FRID	$9.44
116460	12OZALCNN12X2 FANTA STRBY FRID	$9.44
157259	12OZALCNN12X2 FRESCA BLACKBERRY CIT FRID	$9.44
122110	12OZALCNN12X2 FRESCA BLK CHRY FRID	$9.44
116307	12OZALCNN12X2 FRESCA FRID	$9.44
122109	12OZALCNN12X2 FRESCA PEACH FRID	$9.44
116150	12OZALCNN12X2 MELLO YELLO FRID	$9.44

116320	12OZALCNN12X2 MM LEMONADE (NC) FRID	$9.44
116309	12OZALCNN12X2 PIBB XTRA FRID	$9.44
115586	12OZALCNN12X2 SPRITE FRID	$9.44
157095	12OZALCNN12X2 SPRITE GINGER FRID	$9.44
157250	12OZALCNN12X2 SPRITE GINGER ZERO SU FRID	$9.44
156820	12OZALCNN12X2 SPRITE LYMONADE FRID	$9.44
119791	12OZALCNN12X2 SPRITE ZERO FRID	$9.44
117713	12OZALCNN12X2 SQUIRT-CS FRID	$9.44
116662	12OZALCNN12X2 VANILLA COKE FRID	$9.44
126819	12OZALCNN12X2 VANILLA COKE ZERO FRID	$9.44
157168	12OZALCNN1X24 COKE ENERGY CHERRY SLK	$35.87
157199	12OZALCNN1X24 COKE ENERGY CHRY ZR S SLK	$35.87
157042	12OZALCNN1X24 COKE ENERGY SLK	$35.87
157041	12OZALCNN1X24 COKE ENERGY ZERO SUGA SLK	$35.87
100278	12OZALCNN6X4 COKE	$9.44
117634	12OZALCNN6X4 DR PEPPER-CS	$9.44
100281	12OZALCNN6X4 DT COKE	$9.44
117640	12OZALCNN6X4 DT DR PEPPER-CS	$9.44
100287	12OZALCNN6X4 SPRITE	$9.44
157375	12OZALCNN8X3 AHA BLBRY PMGRNT-KO PBW	$11.55
157366	12OZALCNN8X3 AHA BLK CHRY COFFEE-KO PBW	$11.55
157378	12OZALCNN8X3 AHA CITRUS GREEN TEA-K PBW	$11.55
157376	12OZALCNN8X3 AHA LIME WTRMLN-KO PBW	$11.55
157373	12OZALCNN8X3 AHA ORG GRPFRT-KO PBW	$11.55
134720	12OZGLBTN1X24 BARQS ROOT BEER	$24.31
151230	12OZGLBTN4X6 D PEPPER PURE SUG-CS	$24.31
144170	12OZPLBTN12X2 PADE FRT PNCH	$16.39
144169	12OZPLBTN12X2 PADE MT BRY BLAST	$16.39
154900	12OZPLBTN1X24 MM JTG APL JC 100	$28.68
154914	12OZPLBTN1X24 MM JTG CRAN APL RASB	$28.68
154915	12OZPLBTN1X24 MM JTG CRAN GRP (NEC)	$28.68
154898	12OZPLBTN1X24 MM JTG ORG JC 100	$28.68
154899	12OZPLBTN1X24 MM JTG PINE ORG JC 100	$28.68
154910	12OZPLBTN1X24 MM JTG TROP (NEC)	$28.68
137882	12OZPLBTN6X4 PADE FRT PNCH SHWR	$16.39
138364	12OZPLBTN6X4 PADE GRP HICN	$16.39
114432	12OZPLBTN6X4 PADE MT BRY BLAST HICN	$16.39
143380	12OZPLBTN6X4 PADE ZERO MIXED BRY SHWR	$16.39
135450	12OZPLBTN8X3 DASANI BAND	$8.85
152920	13.7Z/PLBTN1X12 DUNKIN DNTS ESPR ICD CFF	$24.62
152921	13.7Z/PLBTN1X12 DUNKIN DNTS FR VAN ICD CF	$24.62
152922	13.7Z/PLBTN1X12 DUNKIN DNTS MOCHA ICD CFF	$24.62
152923	13.7Z/PLBTN1X12 DUNKIN DNTS ORIG ICD COFF	$24.62
155373	13.7Z/PLBTN1X12 DUNKIN DNTS PUMPKSP ICD	$24.62
155047	13.7Z/PLBTN1X12 MCCAFE FRAPPE CRMEL COF	$24.62
155048	13.7Z/PLBTN1X12 MCCAFE FRAPPE MCHA COFF	$24.62
156184	14OZPLBTN1X12 CORE PWR PRO CHOC 26G	$31.05

151817	14OZPLBTN1X12 CORE PWR PRO CHOC ELT 4	$31.83
156182	14OZPLBTN1X12 CORE PWR PRO VAN 26G	$31.05
151818	14OZPLBTN1X12 CORE PWTPROVANELIT42G-KO	$31.83
156188	14OZPLBTN1X12 COREPWRPROSTBYBAN26G-KO	$31.05
157128	14OZPLBTN1X12 COREPWRPROSTRB ELT 42G-	$31.83
157272	14OZPLBTN1X12 YUP! COOKNCRM 2%RDCD-KO	$19.67
151090	14OZPLBTN1X12 YUP! STRAW MILK-KO	$19.67
153115	14OZPLBTN1X12 YUP! WHITE MILK-KO	$19.67
151091	14OZPLBTN1X12 YUP!CHOC MILK-KO	$19.67
156612	15.5OZALCNN1X24 MNSTR GRN DRGN TEA-KO	$42.13
151273	15.5OZALCNN1X24 MNSTR REHAB RASBY T DEP	$42.13
138036	15.5OZALCNN1X24 MNSTR REHAB TEA+LMND-KO	$42.13
144163	15.5OZALCNN1X24 MNSTR REHAB TEA+ORG-KO	$42.13
150885	15.5OZALCNN1X24 MNSTR REHAB TEA+PCH-KO	$42.13
155530	15.5OZALCNN1X24 MNSTR REHAB WHTDRGN TEA K	$42.13
138037	15.5OZALCNN4X6 MNSTR REHAB TEA+LMND-KO	$42.13
157315	15.5OZALCNN4X6 PEACE TEA JUST PCHY- PBW	$19.95
157280	15.5OZALCNN4X6 PEACE TEA RAZZLEBERR PBW	$19.95
157289	15.5OZALCNN4X6 PEACE TEA ZR-OH-RZLB PBW	$19.95
157696	15OZALCNN1X12 JAVA MNSTR 300 FRNCH VAN	$28.08
157700	15OZALCNN1X12 JAVA MNSTR 300 MOCHA	$28.08
157248	15OZALCNN1X12 JAVA MNSTR FARMERS OATS-K	$28.08
134923	15OZALCNN1X12 JAVA MNSTR IRISH-KO	$28.08
137700	15OZALCNN1X12 JAVA MNSTR KONA BLEND-K	$28.08
134929	15OZALCNN1X12 JAVA MNSTR LOCA MOCA-KO	$28.08
134926	15OZALCNN1X12 JAVA MNSTR MEAN BEAN-KO	$28.08
151811	15OZALCNN1X12 JAVA MNSTR SLTED CRMEL-KO	$28.08
156191	15OZALCNN1X12 JAVA MNSTR SWS CHOC-KO	$28.08
137699	15OZALCNN1X12 JAVA MNSTR VANILLA LT-KO	$28.08
155374	15OZPLBTN1X12 MUSCLE MNSTR CHO SHK-KO	$30.42
155367	15OZPLBTN1X12 MUSCLE MNSTR VAN WHIP-K	$30.42
122175	16.9OZPLBTN24X1 DASANI	$7.60
157327	16.9OZPLBTN6X2 PADE POWER WTR BRY C SHWR	$11.08
157140	16.9OZPLBTN6X2 PADE POWER WTR CCMBE SHWR	$11.08
157307	16.9OZPLBTN6X2 PADE POWER WTR TRPCL SHWR	$11.08
145098	16.9OZPLBTN6X4 GLACEAU SMARTWATER	$21.51
152926	16OZALCNN10X2 MNSTR ENER ULT SUNRIS FRID	$42.13
143900	16OZALCNN10X2 MNSTR ENERGY ZER SUGA FRID	$42.13
136795	16OZALCNN10X2 MNSTR ENERGY-KO DEP	$42.13
145841	16OZALCNN10X2 MNSTR ENG ZERO ULT-KO FRID	$42.13
156259	16OZALCNN10X2 MNSTR ENRGY JC MNG LCO-	$42.13
136796	16OZALCNN10X2 MNSTR LOCARB ENER-KO DEP	$42.13
157205	16OZALCNN10X2 MNSTR ULTRA PARADISE-KO	$42.13
156572	16OZALCNN1X12 REIGN CARNIVAL CANDY-KO	$21.06
157554	16OZALCNN1X12 REIGN INFRNO JLPNO STRY	$21.06
157555	16OZALCNN1X12 REIGN INFRNO REDDRGON-K	$21.06
157553	16OZALCNN1X12 REIGN INFRNO TRUE BLU-K	$21.06

410450	16OZALCNN1X12 REIGN INFRNO WTRMLN WL-	$21.06
156574	16OZALCNN1X12 REIGN LEMON HDZ-KO	$21.06
157806	16OZALCNN1X12 REIGN LILIKOI LYCHEE	$21.06
157253	16OZALCNN1X12 REIGN MANG O MATIC-KO	$21.06
156563	16OZALCNN1X12 REIGN MELON MANIA-KO	$21.06
157135	16OZALCNN1X12 REIGN ORGE DREAMSICLE-KO	$21.06
156560	16OZALCNN1X12 REIGN PEACH FIZZ-KO	$21.06
156561	16OZALCNN1X12 REIGN RAZZLE BERRY-KO	$21.06
156564	16OZALCNN1X12 REIGN SOUR APPLE-KO	$21.06
157249	16OZALCNN1X12 REIGN STBWRY SUBLIME-KO	$21.06
157362	16OZALCNN1X24 AHA BLBRY PMGRNT-KO	$10.52
157364	16OZALCNN1X24 AHA CITRUS GREEN TEA-KO	$10.52
157363	16OZALCNN1X24 AHA LIME WTRMLN-KO	$10.52
157365	16OZALCNN1X24 AHA ORG GRPFRT-KO	$10.52
135565	16OZALCNN1X24 FULL THR BLUE AGAVE	$39.78
119451	16OZALCNN1X24 FULL THROTTLE	$39.78
133132	16OZALCNN1X24 MNSTR ASSAULT ENER-KO	$42.13
150706	16OZALCNN1X24 MNSTR ENER ULT SUNRISE-KO	$42.13
137400	16OZALCNN1X24 MNSTR ENERGY ZER SUGAR-	$42.13
133129	16OZALCNN1X24 MNSTR ENERGY-KO	$42.13
155811	16OZALCNN1X24 MNSTR ENG PACIFIC PUNCH	$42.13
146300	16OZALCNN1X24 MNSTR ENG ULTRA BLUE-KO	$42.13
146771	16OZALCNN1X24 MNSTR ENG ULTRA RED-KO	$42.13
153225	16OZALCNN1X24 MNSTR ENG ULTRA VIOLET-KO	$42.13
145105	16OZALCNN1X24 MNSTR ENG ZERO ULT-KO	$42.13
151511	16OZALCNN1X24 MNSTR ENGPIPELN PNCH-KO	$42.13
157527	16OZALCNN1X24 MNSTR ENGY ULTRA FIESTA	$42.13
153389	16OZALCNN1X24 MNSTR ENRGY JC MNG LCO-KO	$42.13
157526	16OZALCNN1X24 MNSTR ENRGY ULTRA ROSA-	$42.13
410384	16OZALCNN1X24 MNSTR ERGY ULTRA WTRMLN	$42.13
410237	16OZALCNN1X24 MNSTR JUICE KHAOTIC-KO	$42.13
410236	16OZALCNN1X24 MNSTR JUICE PAPILLON-KO	$42.13
133102	16OZALCNN1X24 MNSTR KHAOS ENERGY-KO	$42.13
133131	16OZALCNN1X24 MNSTR LOCARB ENER-KO	$42.13
157081	16OZALCNN1X24 MNSTR MULE GINGRAD-KO	$42.13
156532	16OZALCNN1X24 MNSTR ULTRA PARADISE-KO	$42.13
156499	16OZALCNN1X24 NOS CHERRIED OUT	$39.78
128259	16OZALCNN1X24 NOS ENERGY	$39.78
152197	16OZALCNN1X24 NOS GT GRAPE	$39.78
154834	16OZALCNN1X24 NOS NITRO MANGO	$39.78
156594	16OZALCNN1X24 NOS POWER PUNCH	$39.78
156518	16OZALCNN1X24 NOS SONIC SOUR	$39.78
157631	16OZALCNN1X24 NOS TURBO	$39.78
150883	16OZALCNN4X6 MNSTR ENER ULT SUNRISE-KO	$42.13
133109	16OZALCNN4X6 MNSTR ENERGY-KO	$42.13
147310	16OZALCNN4X6 MNSTR ENG ULTRA RED-KO	$42.13
155264	16OZALCNN4X6 MNSTR ENG ULTRA VIOLET-	$42.13

145388	16OZALCNN4X6 MNSTR ENG ZERO ULT-KO	$42.13
152979	16OZALCNN4X6 MNSTR ENGPIPELN PNCH-KO	$42.13
410591	16OZALCNN4X6 MNSTR ENGY ULTRA FIESTA	$42.13
156194	16OZALCNN4X6 MNSTR ENRGY JC MNG LCO-KO	$42.13
157491	16OZALCNN4X6 MNSTR ULTRA PARADISE-K PBW	$42.13
157204	16OZALCNN4X6 REIGN MELON MANIA-KO PBW	$42.13
157816	16OZALCNN4X6 REIGN ORGE DREAMSICLE- PBW	$42.13
157202	16OZALCNN4X6 REIGN RAZZLE BERRY-KO PBW	$42.13
156122	16OZPLBTN1X12 BDYARMR LYTE BLBERRY PO	$19.31
156339	16OZPLBTN1X12 BDYARMR LYTE BRY PNCH -	$19.31
156341	16OZPLBTN1X12 BDYARMR LYTE CCNUT-KO	$19.31
156121	16OZPLBTN1X12 BDYARMR LYTE ORG CLMTN-KO	$19.31
156120	16OZPLBTN1X12 BDYARMR LYTE PCH MANGO	$19.31
157121	16OZPLBTN1X12 BDYARMR LYTE TROPCCNUT-KO	$19.31
157117	16OZPLBTN1X12 BDYARMR LYTE WTRMLN-KO	$19.31
156115	16OZPLBTN1X12 BDYARMR SUPDRK BLKOUT B	$19.31
156112	16OZPLBTN1X12 BDYARMR SUPDRK FRT PNCH	$19.31
156109	16OZPLBTN1X12 BDYARMR SUPDRK MXD BRY	$19.31
156110	16OZPLBTN1X12 BDYARMR SUPDRK ORG MNG	$19.31
156118	16OZPLBTN1X12 BDYARMR SUPDRK PNAPL CC	$19.31
156111	16OZPLBTN1X12 BDYARMR SUPDRK STRBY BA	$19.31
156114	16OZPLBTN1X12 BDYARMR SUPDRK TROP PNC	$19.31
156117	16OZPLBTN1X12 BDYARMR SUPDRK WTRMN ST	$19.31
156346	16OZPLBTN1X12 BDYARMR SUPDRKBRY LMN-K	$19.31
410465	16OZPLBTN1X12 BODY ARMOUR SUPDRKGLDBR	$19.31
410466	16OZPLBTN1X12 BODYARMOR LYTE STRBRYLM	$19.31
152865	18.5OZPLBTN1X12 GOLD PEAK DT GRN TEA	$15.19
135334	18.5OZPLBTN1X12 GOLD PEAK DT TEA	$15.19
152013	18.5OZPLBTN1X12 GOLD PEAK EXTRA SWT TEA	$15.19
135335	18.5OZPLBTN1X12 GOLD PEAK LMN SWT TEA	$15.19
143932	18.5OZPLBTN1X12 GOLD PEAK LMNAD TEA	$15.19
151695	18.5OZPLBTN1X12 GOLD PEAK PEACH TEA	$15.19
151694	18.5OZPLBTN1X12 GOLD PEAK RASBY TEA	$15.19
152857	18.5OZPLBTN1X12 GOLD PEAK SLGHTLY SWT T	$15.19
135333	18.5OZPLBTN1X12 GOLD PEAK SWT BLK TEA	$15.19
135336	18.5OZPLBTN1X12 GOLD PEAK SWT GRN TEA	$15.19
135337	18.5OZPLBTN1X12 GOLD PEAK UNSWT BLK TEA	$15.19
157317	18.5OZPLBTN1X12 GOLD PK MAINE BLUEBRY T	$15.19
147198	18.6OZALCNN1X12 MNSTR IMPORT ENG-KO	$28.08
156136	1LPLBTN1X12 BDYARMR SPORT WATER	$20.96
156091	20OZPLBTN1X12 GLACEAU VWTR ENERGY-KO	$12.66
156085	20OZPLBTN1X12 GLACEAU VWTR ESSENTAL	$12.66
156084	20OZPLBTN1X12 GLACEAU VWTR FOCUS-KO	$12.66
156090	20OZPLBTN1X12 GLACEAU VWTR PWR-C-KO	$12.66
156083	20OZPLBTN1X12 GLACEAU VWTR REVIVE-KO	$12.66
156089	20OZPLBTN1X12 GLACEAU VWTR XXX-KO	$12.66
156081	20OZPLBTN1X12 GLACEAU VWTR ZERO RISE	$12.66

156079	20OZPLBTN1X12 GLACEAU VWTR ZERO SQUEZ	$12.66
156078	20OZPLBTN1X12 GLACEAU VWTR ZERO XXX	$12.66
156283	20OZPLBTN1X12 GLACEAU VWTR ZRSGRICE-K	$12.66
157319	20OZPLBTN1X12 PADE POWER WTR BRY CHRY	$13.86
157308	20OZPLBTN1X12 PADE POWER WTR CCMBERLI	$13.86
157347	20OZPLBTN1X12 PADE POWER WTR TRPCL MN	$13.86
157240	20OZPLBTN1X12 PADE ULTRA CITRUS BLAST	$13.86
157251	20OZPLBTN1X12 PADE ULTRA MIXED BERRY	$13.86
157246	20OZPLBTN1X12 PADE ULTRA WHITE CHERRY	$13.86
102748	20OZPLBTN1X24 BARQS ROOT BEER	$13.92
127756	20OZPLBTN1X24 C DRY GIN ALE-CS	$13.92
102580	20OZPLBTN1X24 CHERRY COKE	$13.92
121765	20OZPLBTN1X24 COCA COLA ZERO SUGAR	$13.92
157112	20OZPLBTN1X24 COCA-COLA CHRY VAN CNTR	$13.92
156908	20OZPLBTN1X24 COCA-COLA CINNAMON CNTR	$13.92
102576	20OZPLBTN1X24 COKE	$13.92
157311	20OZPLBTN1X24 COKE CHRY VAN ZERO SU CNTR	$13.92
125492	20OZPLBTN1X24 COKE CHRY ZERO	$13.92
156232	20OZPLBTN1X24 COKE ORG VANILLA	$13.92
156265	20OZPLBTN1X24 COKE ORG VNL ZERO SUGAR	$13.92
112259	20OZPLBTN1X24 DASANI	$10.56
121039	20OZPLBTN1X24 DASANI LEMON	$10.56
121939	20OZPLBTN1X24 DASANI STRBY	$10.56
133255	20OZPLBTN1X24 DR PEPPER CHERRY-CS	$13.92
157269	20OZPLBTN1X24 DR PEPPER CRM SODA-CS	$13.92
117803	20OZPLBTN1X24 DR PEPPER-CS	$13.92
102578	20OZPLBTN1X24 DT COKE	$13.92
133332	20OZPLBTN1X24 DT DR PEPPER CHRY-CS	$13.92
157172	20OZPLBTN1X24 DT DR PEPPER CRM SODA-C	$13.92
117808	20OZPLBTN1X24 DT DR PEPPER-CS	$13.92
117169	20OZPLBTN1X24 FANTA BERRY SH	$13.92
114756	20OZPLBTN1X24 FANTA ORG	$13.92
157131	20OZPLBTN1X24 FANTA PINA COL	$13.92
114757	20OZPLBTN1X24 FANTA PINEAPPLE	$13.92
115314	20OZPLBTN1X24 FANTA STRBY	$13.92
129254	20OZPLBTN1X24 GLACEAU SMARTWATER	$21.51
102782	20OZPLBTN1X24 MELLO YELLO	$13.92
115304	20OZPLBTN1X24 MM LEMONADE (NC)	$13.92
155898	20OZPLBTN1X24 MM LT CHRY LIM (NC)	$13.92
155900	20OZPLBTN1X24 MM LT LMNAD (NC)	$13.92
155899	20OZPLBTN1X24 MM LT MANG PASSION (NC)	$13.92
116533	20OZPLBTN1X24 MM PK LMNAD (NC)	$13.92
102752	20OZPLBTN1X24 PADE FRT PNCH	$17.04
101728	20OZPLBTN1X24 PADE MT BRY BLAST	$17.04
116663	20OZPLBTN1X24 PIBB XTRA	$13.92
103029	20OZPLBTN1X24 SPRITE	$13.92
157091	20OZPLBTN1X24 SPRITE GINGER DIMP	$13.92

156162	20OZPLBTN1X24 SPRITE LYMONADE DIMP	$13.92
152897	20OZPLBTN1X24 SPRITE WITH CHERRY	$13.92
156893	20OZPLBTN1X24 SPRITE WNTR SPCD CRNB DIMP	$13.92
120461	20OZPLBTN1X24 SPRITE ZERO	$13.92
116773	20OZPLBTN1X24 SQUIRT-CS	$13.92
116629	20OZPLBTN1X24 VANILLA COKE	$13.92
125624	20OZPLBTN8X3 PADE FRT PNCH HICN	$17.04
125622	20OZPLBTN8X3 PADE GRP HICN	$17.04
125681	20OZPLBTN8X3 PADE L/L HICN	$17.04
125625	20OZPLBTN8X3 PADE MT BRY BLAST HICN	$17.04
125623	20OZPLBTN8X3 PADE ORG HICN	$17.04
137799	20OZPLBTN8X3 PADE ZERO FRT PNCH HICN	$17.04
130470	20OZPLBTN8X3 PADE ZERO GRP HICN	$17.04
130471	20OZPLBTN8X3 PADE ZERO MIXED BRY HICN	$17.04
157206	23.7OZPLBTN1X12 GLAC SMARTWTR CCMBR LM	$12.24
157191	23.7OZPLBTN1X12 GLAC SMARTWTR PINEKIWI	$12.24
157196	23.7OZPLBTN1X12 GLAC SMARTWTR STRBBLKB	$12.24
157197	23.7OZPLBTN1X12 GLAC SMARTWTR WTRMLMNT	$12.24
156137	23.7OZPLBTN1X24 BDYARMR SPORT WATER	$32.00
132296	23.7OZPLBTN1X24 GLACEAU SMARTWATER	$21.51
154537	23.7OZPLBTN6X4 GLACEAU SMARTWATER SHWR	$21.51
152951	23OZALCNN1X12 PEACE TEA CADDY SHACK-K	$14.05
152965	23OZALCNN1X12 PEACE TEA GA PEACH-KO	$14.05
157352	23OZALCNN1X12 PEACE TEA HELLO MANGO	$14.05
152952	23OZALCNN1X12 PEACE TEA RAZZLEBERRY-K	$14.05
152935	23OZALCNN1X12 PEACE TEA SNO-BERRY-KO	$14.05
152950	23OZALCNN1X12 PEACE TEA SWEET LEMON-K	$14.05
152940	23OZALCNN1X12 PEACE TEA TEXAS STY SWT	$14.05
157321	23OZALCNN1X12 PEACE TEA ZR-OH-RZLB-KO	$14.05
133145	24OZALCNN1X12 MEGA MNSTR ENERGY-KO	$28.08
133147	24OZALCNN1X12 MEGA MNSTR LOCRB ENG-KO	$28.08
155388	24OZALCNN1X12 MNSTR ENG ULTRA VIOLET-	$28.08
147322	24OZALCNN1X12 MNSTR ENG ZERO ULT-KO	$28.08
151988	24OZALCNN1X12 NOS ENERGY	$28.08
156133	28OZPLBTN1X12 BDYARMR LYTE BLBERRY PO	$24.28
156132	28OZPLBTN1X12 BDYARMR LYTE PCH MANGO	$24.28
157256	28OZPLBTN1X12 BDYARMR LYTE WTRMLN-KO	$24.28
156126	28OZPLBTN1X12 BDYARMR SUPDRK BLKOUT B	$24.28
156125	28OZPLBTN1X12 BDYARMR SUPDRK FRT PNCH	$24.28
156129	28OZPLBTN1X12 BDYARMR SUPDRK KNKOUT P	$24.28
156123	28OZPLBTN1X12 BDYARMR SUPDRK ORG MNG	$24.28
156131	28OZPLBTN1X12 BDYARMR SUPDRK PNAPL CC	$24.28
156124	28OZPLBTN1X12 BDYARMR SUPDRK STRBY BA	$24.28
156127	28OZPLBTN1X12 BDYARMR SUPDRK TROP PNC	$24.28
156128	28OZPLBTN1X12 BDYARMR SUPDRK WTRMN ST	$24.28
410451	28OZPLBTN1X12 BODY ARMOUR SUPDRKGLDBR	$24.28
132541	2LPLBTN1X8 BARQS ROOT BEER BOLT	$11.35

155404	2LPLBTN1X8 C DRY GIN ALE LEMONADE	$11.35
121430	2LPLBTN1X8 C DRY GIN ALE-CS	$11.35
132528	2LPLBTN1X8 CF DT COKE CNTR	$11.35
117780	2LPLBTN1X8 CF DT DR PEPPER-CS	$11.35
132529	2LPLBTN1X8 CHERRY COKE CNTR	$11.35
132531	2LPLBTN1X8 COCA COLA ZERO SUGAR CNTR	$11.35
132530	2LPLBTN1X8 COKE CNTR	$11.35
134080	2LPLBTN1X8 DR PEPPER CHERRY-CS	$11.35
410420	2LPLBTN1X8 DR PEPPER CRM SODA-CS	$11.35
136209	2LPLBTN1X8 DR PEPPER-CS BOLT	$11.35
132532	2LPLBTN1X8 DT COKE CNTR	$11.35
137090	2LPLBTN1X8 DT DR PEPPER CHRY-CS BOLT	$11.35
136210	2LPLBTN1X8 DT DR PEPPER-CS BOLT	$11.35
151474	2LPLBTN1X8 FANTA BERRY BOLT	$11.35
132543	2LPLBTN1X8 FANTA ORG BOLT	$11.35
134318	2LPLBTN1X8 FANTA PINEAPPLE BOLT	$11.35
132544	2LPLBTN1X8 FANTA STRBY BOLT	$11.35
132545	2LPLBTN1X8 FRESCA BOLT	$11.35
132546	2LPLBTN1X8 MELLO YELLO BOLT	$11.35
132551	2LPLBTN1X8 MM LEMONADE (NC) BOLT	$11.35
132547	2LPLBTN1X8 PIBB XTRA BOLT	$11.35
132540	2LPLBTN1X8 SPRITE DIMP	$11.35
157098	2LPLBTN1X8 SPRITE GINGER DIMP	$11.35
132539	2LPLBTN1X8 SPRITE ZERO DIMP	$11.35
116822	2LPLBTN1X8 SQUIRT-CS	$11.35
116605	2LPLBTN1X8 VANILLA COKE	$11.35
146873	355MLGLBTN1X24 FANTA GRAPE MEX	$24.31
126582	355MLGLBTN1X24 FANTA ORG MEX	$24.31
146877	355MLGLBTN1X24 FANTA PINEAPPLE MEX	$24.31
146875	355MLGLBTN1X24 FANTA STRBY MEX	$24.31
122366	355MLGLBTN24X1 COKE MEX	$24.31
138496	355MLGLBTN24X1 SPRITE MEX	$24.31
103172	8OZGLBTN6X4 COKE	$22.27
125819	8OZGLBTN6X4 COKE PROM	$22.27
117749	8OZGLBTN6X4 DR PEPPER-CS	$22.27
156607	9OZALBTN1X12 DUNKIN DNT CLDBRWMDNGHBLD	$24.71
156600	9OZALBTN1X12 DUNKIN DNTS CLD BRCRMBLCK	$24.71
7000750	FRICKENJERK ORIGINAL 1-Ls 8	$63.65
7000751	FRICKENJERK SWEET N SPICY 1-Ls 8	$63.65
7000705	FRICKENSTICK BBQ 1-Ls 24	$23.87
7000703	FRICKENSTICK CAJUN 1-Ls 24	$23.87
7000706	FRICKENSTICK HOT 1-Ls 24	$23.87
7000702	FRICKENSTICK JALAPENO 1-Ls 24	$23.87
7000701	FRICKENSTICK ORIGINAL 1-Ls 24	$23.87
7000704	FRICKENSTICK TERIYAKI 1-Ls 24	$23.87
70000700	STICK VARIETY 6CS DISPLAY	$143.20