REPUBLIC MISSOURI

AGENDA

City Council Meeting
Community Center, 711 E. Miller Road
January 19, 2021 at 6:00 PM

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

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

1. Approve January 12, 2021 City Council Regular Session Minutes.
2. Approve January 12, 2021 City Council Workshop Minutes.
3. Approve Utility Billing Adjustments.
4. Approve Vendor List.

Board, Commission, and Committee Schedule

City Council Meeting	February 2, 2021
Board of Adjustment Meeting	February 4, 2021
Planning & Zoning Meeting	February 8, 2021
City Council Meeting	February 16, 2021

Old Business and Tabled Items

5. 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. **(Tabled from January 12, 2021)**
6. 21-01 An Ordinance of the City Council of the City of Republic, Missouri, Calling a Bond Election in the City of Republic, Missouri, and Authorizing Certain Actions in Connection Therewith; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.
7. 21-02 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with White Shirts, LLC for Public Improvements.
8. 21-03 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Garton 5, LLC, for Water Line Public Improvements to the Garton Business Park.

New Business (First Reading of Ordinances)

9. 21-04 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Employee Handbook.
10. 21-05 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department, and Authorizing the City Administrator to Execute the Same on Behalf of the City.

11. 21-06 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 3.55 Acres from Two-Family Residential (R-2) to 3.3 Acres of Two-Family Residential (R-2) and Approximately 8.19 Acres from Multi-Family Residential (R-3) to 8.5 Acres of Multi-Family Residential (R-3), Located at 634 West Hines.

12. 21-07 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 0.22 Acres from Agricultural (AG) and 18.97 Acres from General Commercial (C-2), Located Northeast of the Northeastern Right-Of-Way Line of Missouri State Route 360, to Light Industrial (M-1).

13. 21-08 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 0.29 Acres, Located at 2860 North Brookline Avenue, to Local Commercial (C-1).

14. 21-09 An Ordinance of the City Council of the City of Republic, Missouri, Approving a Special Use Permit to Operate a Cleaning Services Office in a Residential Zoning District Located at 621 North Walnut Avenue to Jennifer Wood.

Other Business (Resolutions)

15. 21-R-01 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Oak Hills, a Residential Subdivision Consisting of Approximately 48.5 Acres Located at 7012 West Farm Road 170.

Finance Report

Reports from Staff

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

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

Adjournment

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**.

REPUBLIC MISSOURI
MINUTES

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

City Council Meeting
Community Center, 711 E. Miller Road
January 12, 2021 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:03 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 Parks and Recreation Director Jared Keeling, BUILDS Director Andrew Nelson, Public Information Officer Mike Landis, Information Systems 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 6:04 p.m. Melanie Taylor, 1676 E . New Madrid, spoke to Council representing 417 Freedom Fighters inviting everyone to participate in the nonessential events held by Missouri Business Revival. Ms. Taylor also thanked Council for not imposing a mask mandate in Republic. Mayor Russell closed citizen participation at 6:08 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Pool 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 December 8, 2020 City Council Minutes.
2. Approve December 30, 2020 City Council Special Session Minutes.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

City Council Meeting	January 19, 2021
City Council Meeting	February 2, 2021
Board of Adjustment Meeting	February 4, 2021
Planning & Zoning Meeting	February 8, 2021

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Old Business and Tabled Items

4. **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.**

   Motion was made by Council Member Pool and seconded by Council Member Deichman to have the second reading of Bill 20-59 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 questions from Council. City Administrator David Cameron stated this is not like most annexations where they are annexed in as agricultural as they were zoned as C-2 by Greene County and per our ordinance, they would be annexed as C-2 based on that. Karen Haynes announced that the person that was purchasing the property is no longer purchasing it. Due to this, we no longer know what the property would be used for once it is purchased by someone else. Mr. Cameron stated that zoning is the Council's ability to control a land's use. Staff recommended tabling the ordinance with the new information to discuss it further prior to a vote. Council Member Franklin motioned to table ordinance 20-59 until the January 19, 2021 meeting. Council Member Pool seconded. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

5. **21-01 An Ordinance of the City Council of the City of Republic, Missouri, Calling a Bond Election in the City of Republic, Missouri, and Authorizing Certain Actions in Connection Therewith; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.**

   Motion was made by Council Member Deichman and seconded by Council Member Pool to have the first reading of Bill 21-01 by title only. The vote was 8 Aye-Russell, Deichman, Mitchell, Self, Franklin, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

   Mayor Russell-"Mr. Nelson is here to give an overview of this. Will this be smoother than the last one?"

   Andrew Nelson-"Yes, absolutely."

   Mayor Russell-"Excellent."

   Andrew Nelson-"Thank you Mr. Mayor. What we are presenting here tonight is an opportunity for funding for our wastewater improvements that we've been discussing for almost three years now. This ballot would allow us to get revenue bonds in order to utilize SRF funding, State Revolving Loan. We are looking at thirty-six million in improvements. Our recommendation is going to be to utilize other funding sources, but because of our timeline for approval and in order to be able to utilize those SRF funds, the ballot needs to be on the April ballot. That would allow us to utilize SRF funds and meet our compliance deadlines that we are going to establish with the DRN this year. Debbie actually is copilot tonight because she is the finance expert so I'm going to bring her up as the subject matter expert. What you don't want is an engineer talking about finance."

   Debbie Parks-"He actually does a great job of finances. If the city does go and decide to put the revenue bond on the ballot for a vote of the people and go through the Department of Natural Resources to utilize the State Revolving Loan, then that does as they alluded to earlier in the workshop, have a lower interest rate. Currently in today's market it is about 1.4 so the discount

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is about 30% off of the other issuances. The wastewater rate analysis will be brought back to Council regardless of which direction we go, which issuance, and it is required as part of the DNR process. Staff would submit the application in March 2021, and this is the first step in funding. The process is estimated to take a total of eighteen months. Either bond issue would be paid out of the wastewater user fees so part of the SRF funding process is a rate analysis to see if the current rate structure is sufficient to fund the capital improvements and the proposed issue. So, regardless of which way we go you will see the rates come back and have the final rate study from Burns and McDonnell. Revenue bond issuances are required to be approved by the citizens. If this ordinance is adopted, it would be placed before the voters on April 6, 2021 for authorization to issue debt. It is not the actual issue of debt; it is the authorization. And so, I just wanted to be clear because we are talking about financial things, this even confused me, myself until I did a little bit more research and talked through it. Once you have an authorization on file, it stays good for many, many years in some cases you know twenty years, so you don't have to issue the whole thirty-six million at one time, if you did the twenty million dollars, you could do another issuance later. But for this purpose, we would be doing it all in five years in going through the SRF process. The bond ordinance that has been proposed has gone through our bond counsel. We have hired Gilmore and Bell; sorry Mark Grimm is our legal counsel on that.

But I wanted to let you know there are other financing options available that we have discussed in the workshop other than the revenue bonds. The city can utilize special obligation bonds or Certificate of Participations, which we call COP's. COP's are basically direct placement issuances. In working with our financial advisors, the city's credit is high enough that we can go through that process. We wouldn't have to go through a revenue bond because of our credit rating being higher. Special obligation bonds or Certificate of Participation financing options do have a higher interest rate. And right now, in today's current market, the rates, the spread of difference is not that much. It is about 16% currently between the SRF and the COP issuances. Included in packet, which you have already seen and referred to is the difference based on today's market but forecasting a little bit higher at 50 basis points. What that means is they built in a slight inflation knowing that the day we go out for issuance wouldn't be the exact same interest rate. It is important to know that the sample debt is off the current rate, so there is a chance that the market could change, but as we discussed in the workshop, also on the other hand so can construction costs. So, we are looking at it as either way we might have more interest cost, or we might have more construction cost. So, the city has hired a financial advisor, Todd Goffoy with Piper Sandler which we brought to Council not too long ago. He has been working with us and regardless of which direction we go, the revenue bond or the COP financing, he will work with us as a city to obtain the best bond issuance possible. And at this time, I'm going to turn it over, unless you have anything else, ok over to David for what we are recommending."

David Cameron- "So thank you very well done. I want to commend you both on the work that has gone on, and Debbie again last Friday morning I threw you in to the lion's den at the midnight hour. So essentially, I'm going to narrow it down, we are under a compliance order with the Missouri Department of Natural Resources that goes back to 2011. That converts over to a year ago in January we met with the DNR in Jefferson City. Basically, we took in an offer of a potential of going into an Administrative Order. Administrative orders, if you are not aware of, are not your favorite thing that you have attached to your name, but again with a compliance order they do not extend those past 10 years. Understandably, the city had a timeline to be under compliance, it was not going to achieve that. We hired an outside firm; they analyzed it

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and came up with about 52 million dollars' worth of improvements that need to be made. One to the wastewater plant, one to a line that goes out of Brookline directly to the plant, and then the water that is getting in from the stormwater position. And so, we have no option as a community, we have to comply with this environmental order. This is not a "we would like for you to do it", this is something we need to do. This is something that is tied to what they call an NPDS permit from the EPA that is handed down to the state and is handed down to community. So basically, essentially what the state could do is impose fines if we do not comply. That is not a threat, that is the way the clean water act is written. And so, the other piece to that is they could also stop us from, ask us to issue a moratorium on development. That is the threat that concerns me the most. However, we have been working on this since 2017. We stopped that plan, those who were here before, we stopped all spending on I and I. We needed a plan to address it and we came up with that plan. And so, we came up to about 19 million dollars for the wastewater plant, an additional ten and comes up to 52 million.

But what we wanted to do tonight there are two options. There is one called a COP, which Debbie did a fantastic job of explaining, which is a Certificate of Participation, it is about a 3% interest rate. The revolving loan is about 1.4%. What we are asking tonight, the School District, and this is public knowledge, is going out for an April ballot and we would be competing with that ballot at the same time as ours. The difference for what it would cost our rate payers is about $2.50 a month as a rate if we go with a COP. But the timeline to get the SRF funding is about 18 months so again rates could go up, construction costs has gone up 8 percent or 9 percent over the last year itself. So basically, the cost difference of interest could actually end up being a wash. And so, for the sake of tonight, the timeline to be on that ballot and meet that compliance order, we have to be on tonight's agenda and next week whether we want to take it to a vote of the people.

We believe the best path forward is to do a COP, but we did not want to make that decision for the Council, so we wanted to leave it on the agenda tonight. We would ask that you approve the first read. There are still seven more days if you would like to review the financials. Please call and ask us, we've got the rate structures and the things that are there for your consideration. But if we took it off tonight and made that decision from you, and you said, "well wait a minute, we didn't get the option to put it to the vote of the people," that would not be prudent on our part. Our recommendation though will be to go with the COP, based upon the information provided. But we want to leave that opportunity for you to ask questions but there could be something that we missed that you are looking at so dig into it and ask us those questions. That is what we are paid to do. We worked very hard on it, but the one thing I want to make clear for as well Andrew, I'm very proud of is this council authorized and allowed us to do a rate study last summer.

So, the rate analysis came back without us working with the vendor, the rate analysis actually came back within less than a dollar to the overall impact to the residents. So, our work that we were working on last week actually aligned with what our consultant said that our rates need to be to take care of this and also take care of our open-end costs. So, to break it down again, it is really just keeping it to this council's consideration to put it before the vote of the people and what that would be. The potential is there would be no savings whatsoever if we did and it doesn't pass and we've got a short window to comply, and it may actually cost us more in the construction costs. The other part about it is, us going out again with voter fatigue talking about the other issues of the community. The school district's going to be going out, they need to increase their capacity and make different improvements. We are a city that is on the grow

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and there is different infrastructure needs, we aren't the only NC in town. Plus, we are still working on a public safety initiative that will be coming up in late fall so it's important that we just do not bring in a lot of ballot issues I don't believe. I don't believe us competing with the school at the same time would be in our best interests. But that's our recommendation. And so, I appreciate all the work and the money this council has invested. Up until 7 years ago, the city had spent about roughly a million dollars to address the compliance order. We have spent somewhere around three million just to get it ready for you to present. So, we have been assertive, we have been aggressive, I believe the governing or the enforcement agency knows that we are serious about it. You also gave us the authority to hire outside legal counsel that worked on it, and environmental firm out of Kansas City. So, we have done this to protect the interests of the community long term. But we're the ones that get the inheritance of the of 2011 agreement. And this Council has to make those tough decisions that could have progressively been made, but that is neither here nor there. We're the ones that are going to deal with it.

Mayor Russell-Any questions or comments from Council of this first read stage? Mr. Franklin.

Council Member Franklin- Just so I'm clear, so David what you're saying is that if Council approves this next week and decide to put this in front of the voters, it will be on the April ballot.

David Cameron-It would be on the April ballot.

Council Member Franklin-Thank you.

Mayor Russell-Anything else? Alright seeing nothing else, since this is a first read, this is a lot of stuff.

David Cameron-Can I elaborate one more point.

Mayor Russell-Yes.

David Cameron-There is one other downside to the SRF that I want people to understand, because if we are asking the community, which we should. The SRF, when they do that, they do the rate analysis for you and they set our rate. So, if they actually come out to the exact same rate that we just presented, the path that we're presenting leaves us the local control versus the authorities so just to be clear, to borrow their money, they tell you what your rate, they establish that rate analysis. This other path allows us to keep the local control.

6. **21-02 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with White Shirts, LLC for Public Improvements.**

   Council Member Franklin motioned for the first reading of Bill 21-02 by title only. Council Member Deichman 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.

7. **21-03 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Garton 5, LLC, for Water Line Public Improvements to the Garton Business Park.**

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Council Member Pool motioned for the first reading of Bill 21-03 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. 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.

Other Business (Resolutions)-None

Reports from Staff

City Administrator David Cameron apologized for missing last meeting but had a positive test for COVID. Mr. Cameron appreciates the way the city has conducted business. Mr. Cameron shared he is looking forward to getting the annual report out to the community. Despite COVID, when you consider what the comunity did in 2020, it would be hard to follow that up, but we have started well. Karen announced today in our meeting that in the first ten days of the year, we have had six pre-application meetings for development in the community. Mr. Cameron reported he has meetings going this week with other developments with Mr. Rankin and his investors. We are looking forward to bringing a development agreement to you in the future for the corner of Haile Street and MM. We are still working out that partnership will be where the old Brookline City Hall used to be.

City Administrator David Cameron said a lot of people just want to let go of 2020, but he is very proud of council's work and flexibility. We went through Zoom and was not sure how it was going to go. Mr. Cameron shared his appreciation for Josh, Laura, and Scott for the work on it. Mr. Cameron reminded everyone that we never missed a meeting.

City Administrator David Cameron shared that on June 2, we took a call from Amazon asking if we could deliver by September 15th and we did. We had a lot of developer agreements. We were able to change snow loads in two weeks and it was the right decision to make. Mr. Cameron shared that Convoy of Hope got overshadowed with the quarter million square foot facility, but we do not want to lose sight of it. Mr. Cameron shared we also had Don Pedro's come to town, which is his personal favorite. Mr. Cameron commended staff and council for the work we do. Mr. Cameron reminded everyone that all this equipment was not relevant 12 months ago, we did not have this set up and Mike made it happen. Mr. Cameron pointed out that it looks simple seeing it online but there is a lot of hard work and preparation and we learned a new normal. Mr. Cameron shared he is proud of our staff and community. The construction on 174/60 is done and Mr. Cameron is proud of the work done on that.

City Administrator David Cameron said we have all the right players in place, we just need to change vehicles. Mr. Cameron said we must adjust and modify the way we do business. We have changed the leadership team, Lisa was appointed as the Chief of Staff, Jared is the Assistant Administrator, Andrew is over everything Community Development, Scott is everything legal and is moving to full time City, instead of prosecuting attorney to meet the demand. We go through the development agreements fairly easy. Garrett Brickner, our City Engineer reported today that 1.8 million dollars in infrasturcture people brought in or partnered on. Our Public Works staff has added about 2 1/2 miles of line since 2017. We have 4,000 linear feet of water line for Convoy of Hope and another 4,000 linear feet for Amazon, together creating another 1.6 miles of line our crews are putting in. Mr. Cameron spoke about the need for a Public Works building and acknowledged they are building a lot of what is going on in the community.

City Administrator David Cameron shared that today we had a staff overview and retreat. We are laying out goals for 2021 and narrowing them down to 90 days. We have a very good pulse of where we are taking this organization. Mr. Cameron shared we hope to bring it down for Council to see what those goals are and hear their thoughts on what the Community wants us to do. Mr. Cameron shared he was

very encouraged by the ideas and vision of staff and reported we will be aggressively progressive to move this community forward.

City Administrator David Cameron spoke about the work with MoDOT. Mr. Cameron said he and Andrew have had so many emails, meetings, and recently had the regional director on the phone to encourage more urgency. Mr. Cameron shared we are fighting for the transportation system in Republic. Mr. Cameron shared Council authorized approximately 25,000 dollars and did an additional study on MM and the results came back there needs to be 2.1 million dollars of improvements to widen MM to three lanes all the way from Amazon to I-44.

City Administrator David Cameron shared that between that, Andy's, and other developments we are working on, he is excited about the opportunity and potential. Mr. Cameron spoke of the fun celebrating these things but reminded everyone of the importance of communicating this and issues such as potential rate increases for improvements. Mr. Cameron shared things are going great and is encouraged by the direction we are going. Mr. Cameron reminded everyone that it starts in this room what you allow us to do. We are allowed to work on your behalf and appreciate you allowing us to do this and trust us. Mr. Cameron shared the best is yet to come and the sky is the limit. Mr. Cameron reminded everyone that we do not just grow for the sake of growing, but we are doing it for the right reasons. Mr. Cameron shared there are some developments we are not being open to and have the right to stop and reevaluate rather than just approving it. Mr. Cameron shared we love questions and to explain why we make the decisions we do. Mr. Cameron shared he looks forward to bringing a presentation to you of the work going on.

City Administrator David Cameron announced that the Council Chambers is moving along, the gateway sign is out to bid and hoping to have that up in the spring, and we have Andy's coming around Have-A-Blast.

City Administrator David Cameron reminded everyone that tomorrow is the last day to make comments on the OTO website regarding the priorities of the transprotation in the area. So far, there have only been two comments regarding Main and 174 but you will see it a lot on social media. Mr. Cameron reminded everyone that every comment matters. Mr. Cameron asked that you make your comments be heard and reminded everyone that you can still comment year-round and he can provide email addresses if needed.

Mayor Russell shared that his kids watch these YouTube videos. Mayor Russell shared his kids often ask why Council does not ask a bunch of questions. Mayor Russell shared with them that because of leadership and the staff's hard work, when staff gets up there to present, they answer the questions before Council can ask. Mayor Russell shared he is trained to ask questions but cannot. Mayor Russell shared that it is a true testament to the professional nature of the city. Mayor Russell shared it is not a lot of work to be Mayor because staff makes it easy. Mayor Russell thanked staff and shared he wishes he could poke more holes. Mayor Russell thanked David, Scott, and staff for doing a good job and shared that they do not get told that enough.

Council Member Self shared he echoes what Mayor Russell said. Mr. Self shared it was not always that way but when things come to the podium buttoned up, there is not much to talk about. Mr. Self thanked staff for coming prepared.

Council Member Franklin-echo both Mayor Russell and Mr. Self. Mr. Franklin shared it is a great pleasure to be here and he has great confidence to talk about what Republic does. Mr. Franklin thanked Mrs. Taylor for coming to speak to us.

Council Member Pool shared she watches what David and Matt do and what Council does. Mrs. Pool shared her appreciation for every effort put out. Mrs. Pool shared she knows it is not easy every

day. Mrs. Pool shared that Debbie does a wonderful job with the finances. Mrs. Pool said she is not a mathematician and has never seen so many figures as what Debbie puts out. Mrs. Pool shared she appreciates every effort put forth to help our city grow. Mrs. Pool shared she went through Nixa and Ozark last night and even Clever has grown. Mrs. Pool shared she could not believe how much those cities have changed and we are headed that way. Mrs. Pool shared she is thankful we are not sitting still and doing nothing.

Adjournment

Mayor Russell adjourned the meeting at 6:55 p.m.

ATTEST:

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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
January 12, 2021 at 5:15 PM

Call Meeting to Order

The City Council Workshop of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Pro Tem Eric Franklin at 5:15 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 Parks and Recreation Director Jared Keeling, BUILDS Director Andrew Nelson, Public Information Officer Mike Landis, Information Systems Director Josh Jones, and City Clerk Laura Burbridge.

Presentations and Discussions

David Cameron gave an overview of the DNR compliance order.

Andrew Nelson provided the history of the compliance order and the plan to meet compliance including the timeline. Mr. Nelson explained the Administrative Order process and the city's desire to avoid having to come into a consent decree, which would give the Department of Natural Resources the ability to regulate everything including our rates and improvements made.

Mr. Nelson provided a timeline of the steps made towards compliance including meeting with the Department of Natural Resources, the rate study done by Burns and McDonnell, and the investments made to determine the improvements needed. Mr. Nelson reminded Council of the past presentations regarding these needs including the City Council Retreat on February 12th and the study session held via Zoom on May 18th. The Master Plan was adopted on May 19th.

The improvements planned would account for the capacity increase to ensure the investment lived beyond the life of the debt. Compliance will be met through expansion of the facility and addressing inflow and infiltration issues with storm water. Funding options were provided to Council with details regarding interest rates and benefits of each option.

City Administrator David Cameron spoke regarding the issues with presenting an SRF (State Revolving Loan) bond on the ballot including voter fatigue due to other future ballot initiatives planned as well as the school district having a ballot initiative on the April ballot.

Andrew Nelson provided information regarding the Certificate of Participation benefits and spoke regarding the actions by DNR if we do not meet compliance including fines of up to five hundred dollars per day. Mr. Nelson also spoke about the history of the Wastewater Treatment Plant and decisions made by the voters in the past.

Council Member Self arrived at 5:44 p.m.

City Administrator David Cameron shared that McElhaney Lift Station was never built to handle the usage from the former Brookline area and a new line from the former Brookline area needs to run directly to the treatment plant to resolve a lot of issues. While consolidating Brookline has turned out to be a great investment, it is necessary to create that line, which will cost approximately 12 million dollars. Four million dollars would be needed for the reduction and prevention of inflow and infiltration. The

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wastewater treatment plant would require 20 million dollars of improvements. The last 16 million will be covered by the money saved by paying off the treatment plant early. It will be a concerted effort to educate citizens regarding inflow and infiltration. Mr. Cameron shared that we did not want to make this decision without Council but recommend the Certificate of Participation as the best option.

Adjournment

Mayor Pro Tem Eric Franklin adjourned the meeting at 5:55 p.m.

ATTEST:

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Laura Burbridge, City Clerk Matt Russell, Mayor

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REPUBLIC MISSOURI

Utility Billing Adjustments

Date	Customer	Overread/Leak	Leak In	Water Gallons Adjusted	Amount Adjusted	Sewer Gallons Adjusted	Amount Adjusted
11/2/2020	Beverly Flesch	Leak	Service Line	12,080	43.00	-	$0.00
11/2/2020	Bruce & Becky Snavely	Leak	Toilet	4,735	16.86	-	$0.00
11/2/2020	Melissa Barton	Leak	Toilet	5,047	17.97	-	$0.00
11/2/2020	Brandon Calhoun	Leak	Toilet	1,967	7.00	1,967	$18.62
11/2/2020	Pinegar Chevrolet	Leak	Toilets - October billing	26,234	93.39	26,234	$248.43
11/2/2020	Pinegar Chevrolet	Leak	Toilets - November billing	20,434	72.74	20,434	$193.51
11/2/2020	Christopher Bell	Leak	Outside Faucet	2,200	7.83	-	$0.00
11/2/2020	Lori Roessler	Leak	Outside Faucet	3,925	13.97	-	$0.00
11/2/2020	Ralena Martin	Leak	Toilet	1,500	5.34	-	$0.00
11/2/2020	Dally LLC	Leak	Toilet	7,584	27.00	7,584	$71.82
11/3/2020	Amanda Phillips	Leak	Outside Faucet	1,300	4.63	2,600	$24.62
11/3/2020	Jan Ripperger	Leak	Toilet	4,855	17.28	4,855	$45.98
11/4/2020	Chelsey Ford	Leak	Service Line	5,250	18.69	-	$0.00
11/5/2020	Patricia Wullner	Actual to Average adjustment		-	0.00	3,560	$33.71
11/6/2020	O'Reillys	Leak	Toilet	5,225	18.60	5,225	$49.48
11/23/2020	Doris Brown	Leak	Service line under house	7,132	25.39	-	$0.00
11/23/2020	Clifton Taylor	Leak	Toilet Flapper	3,967	14.12	-	$0.00
11/24/2020	Tonnikko Fewell	Leak	Service Line - December 2019 billing	12,617	44.91	25,233	$238.96
11/24/2020	Tonnikko Fewell	Leak	Service Line - November 2019 billing	11,967	42.60	-	$0.00
11/24/2020	Tonnikko Fewell	Leak	Service Line - May 2020 billing	-	0.00	23,800	$225.38
11/30/2020	Ashley & Cody Knowlton	Misread		1,400	4.98	1,400	$13.26
11/30/2020	Jessica Davis	Misread		5,000	17.50	5,000	$47.35
11/30/2020	David Denton	Misread		700	2.49	700	$6.63
11/30/2020	Steve Murdaugh	Misread		8,000	28.48	-	$0.00
11/30/2020	Calvary Baptist Church	Leak	Toilet	7,700	27.41	7,700	$72.92

12/4/2020	PDL Property Group	Leak	Toilet	6,500	23.14	6,500	$61.56
12/4/2020	Terry & Kim Milam	City installed spigot to test water		4,450	15.84	-	$0.00
12/4/2020	Joshua Aksamit	Leak	Toilet	3,900	13.88	-	$0.00
12/4/2020	Joshua & Elizabeth Rowlan	Leak	Toilet & Connection to meter - October billing	2,282	8.12	-	$0.00
12/4/2020	Joshua & Elizabeth Rowlan	Leak	Toilet & Connection to meter - December billing	1,450	5.16	-	$0.00
12/7/2020	Terrence & Vanessa Woolf	Leak	Service Line	38,400	136.70	-	$0.00
12/7/2020	Sherrie Rambo	Leak	Toilet	1,650	5.87	-	$0.00
12/7/2020	Robert & Roberta Knutson	Bad ERT		30,650	109.11	-	$0.00
12/7/2020	William Jackson	Bill Error		8,300	29.55	-	$0.00
12/7/2020	Kyle Williams	Leak	Under sink	1,650	5.87	-	$0.00
12/7/2020	Carol Scott	Leak	Service line	25,790	91.81	-	$0.00
12/7/2020	Ginger Link	Leak	Under sink & Hot water heater	1,130	4.02	-	$0.00
12/7/2020	Danielle Butler	Leak	Connection to dishwasher	1,530	5.45	3,060	$28.98
12/7/2020	Albert Lough	Leak	Service line	34,067	121.28	-	$0.00
12/7/2020	Kerri & Charles Johnson	Leak	Toilet	2,699	9.61	-	$0.00
12/7/2020	Heather & Michael Sullivan	Leak	Service Line	22,400	79.74	-	$0.00
12/9/2020	Courtney Thornburg	Leak	Toilet	1,404	5.00	1,404	$13.29
12/16/2020	Lawrence Carter	Leak	Hot water heater line	2,704	9.62	5,407	$51.20
12/17/2020	Jamie Henderson	Leak	Toilet	1,817	6.47	1,817	$17.20
12/17/2020	Macy & Jennifer Mitchell	Leak	Toilet	3,040	10.82	3,040	$28.79
12/17/2020	David Cash	Leak	Outdoor Faucet Repair	697	2.48	1,393	$13.19
12/17/2020	Dakota Irvine	Leak	Outdoor Faucet Repair	1,977	7.04	3,953	$37.43
12/17/2020	Jason & Ashlee Liska	Leak	Toilet	872	3.10	872	$8.25
12/17/2020	Jennifer & Corey Bittle	Leak	Toilet	4,100	14.60	4,100	$38.83
12/17/2020	O62439210	Leak	Toilet	1,759	6.26	1,759	$16.65
12/18/2020	Doris Brown	Leak	Service Line under house - 12/17/2020 billing	14,665	52.21	-	$0.00
12/28/2020	Angela & Curtis Jackson	Dead meter		1,700	6.05	-	$0.00

REPUBLIC
MISSOURI

Vendor Audit Report

For the City of Republic

Date Range: 12/01/2020 - 12/31/2020

Vendor No. & Name	Added	Added User
07270 - RagnaSoft Incorporated	12/04/2020	Rachel Reich-Graef
07272 - Springfield Charcuterie, LLC	12/04/2020	Rachel Reich-Graef
07274 - Trident Furniture Company, Inc.	12/09/2020	Rachel Reich-Graef
07278 - Integrity Development & Construction	12/16/2020	Rachel Reich-Graef
07279 - Everlast Steel Const LLC	12/18/2020	Heather Green
07280 - Anders Ruff Custom Designs, LLC	12/21/2020	Rachel Reich-Graef
07281 - Ash Grove Veterinary Clinic	12/21/2020	Rachel Reich-Graef
07282 - Dake Veterinary Clinic, LLC	12/21/2020	Rachel Reich-Graef
07283 - Jason Overholser	12/21/2020	Rachel Reich-Graef
07284 - Duncan Sales, LLC	12/22/2020	Rachel Reich-Graef

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:	January 19, 2021

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

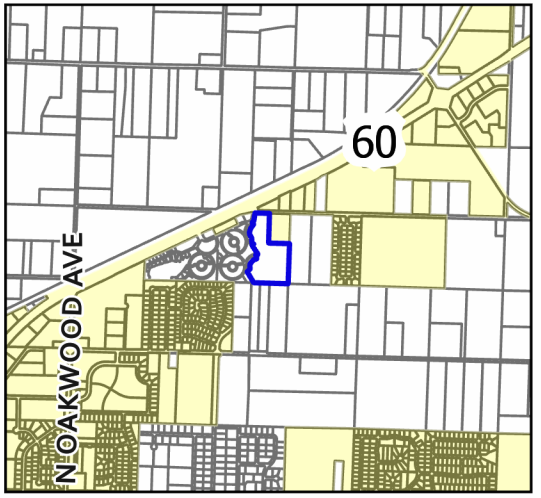
Twila G. Hillme
Notary Public Name Printed or Typed

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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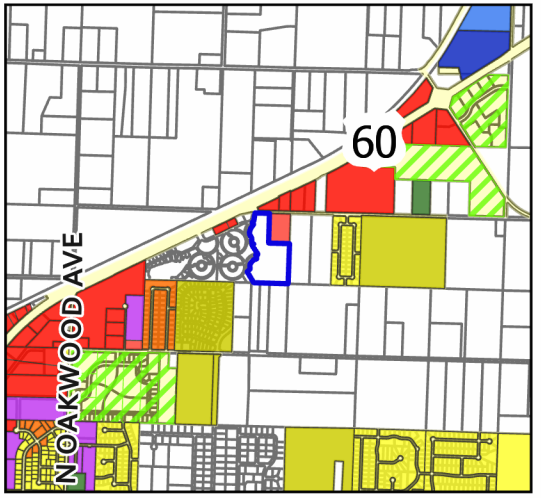
Miles

N

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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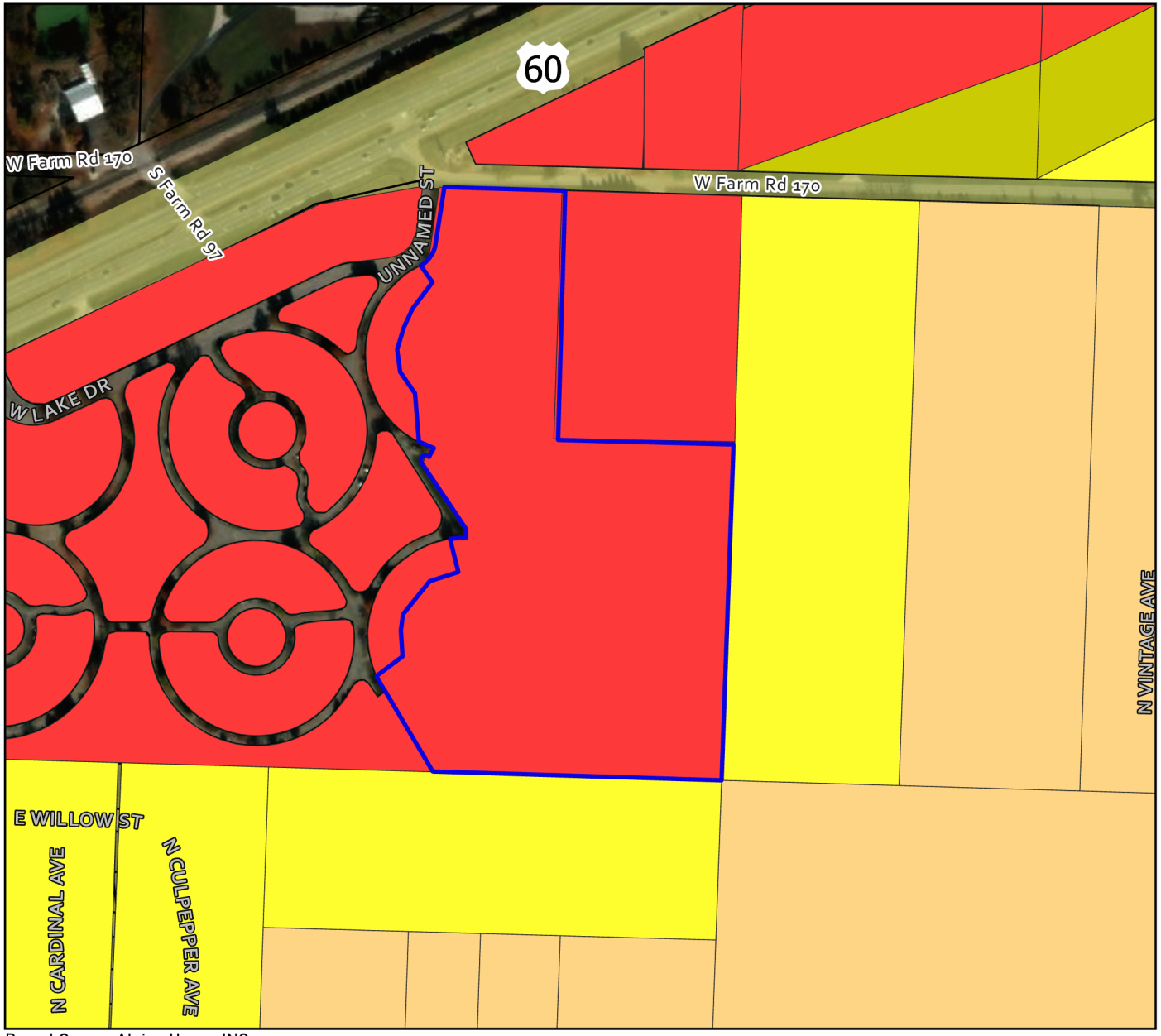
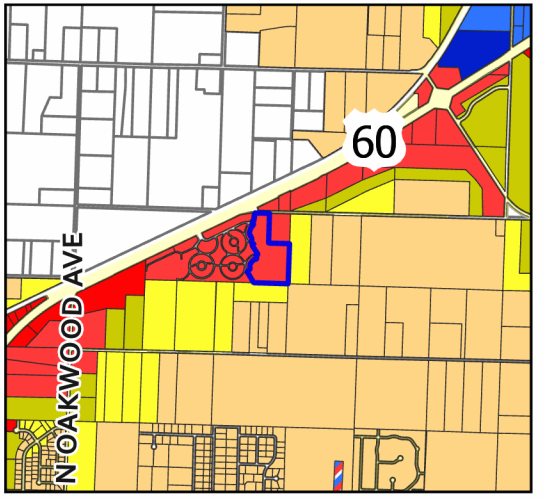
ANNX 20-007: Chalet City

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)

0 0.03 0.05 0.1 0.15 0.2
Miles

N

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-01 An Ordinance of the City Council of the City of Republic, Missouri, Calling a Bond Election in the City of Republic, Missouri, and Authorizing Certain Actions in Connection Therewith; Designating the Time for Holding Said Election; and Authorizing and Directing the City Clerk to Give Notice to the County Clerks of Said Election.
Submitted By:	Debbie Parks
Date:	January 19, 2021

Issue Statement

The City Council is being asked to consider sending a bond referendum to the voters in April to utilize the State Revolving Loan Fund (SRF) program to finance a portion of the wastewater plant and infrastructure upgrades as outlined in the 2021-2025 Capital Improvement Plan and the Wastewater Comprehensive Plan. Under State Law Revenue Bonds take the authorization of the voters. The City plans on asking for authorization to issue revenue bonds up to $36 million on the April 6, 2021 ballot.

Discussion and/or Analysis

The City hired the engineering firm Burns and McDonnell in 2018 to begin work on the Water and Wastewater Comprehensive Plans. These plans were completed in 2019. The City has identified $36 million in repairs necessary in the next 5 years out of the proposed $50 million listed in Wastewater Plan.

The City entered into a Voluntary Compliance agreement with the MDNR in 2011 for violations of the Clean Water Act and the NPDES Operating Permit for the wastewater treatment plant. This agreement requires the City to progressively make improvements in eliminating the practice of bypassing treatment of wastewater during rainfall events. A bypass of the treatment process is necessary in the current configuration due to stormwater runoff entering the sanitary sewer lines through inflow and infiltration (I&I), this excess volume of water exceeds the volume that the plant can process through our primary treatment process. The water is deterred to a stormwater clarifier from which it will be discharged directly violating the operating permit. The Voluntary Compliance Agreement was extended in 2016 and is set to expire in 2021 at which time the MDNR has indicated that the City will enter an Administrative Order to address this compliance issue. The Administrative Order will establish a strict timeline and process which if not met will include penalties that can come in the form of fines and limitations to the system in the form of new growth.

Approximately $20 million of the requested bonds is allocated to expansion and updating of the existing wastewater treatment plant that has not had major investment in over 20 years. The expanded capacity and updated treatment process will help address the additional stormwater volumes and provide the necessary improvements for the City's projected 20-year growth.

An additional $10 million in requested bonding is being allocated to the Brookline Lift Station and force main. Currently all the wastewater from Brookline is pumped from Brookline all the way to the Shuyler Creek lift station at the south end of Republic and pumped through the City multiple times back to the treatment plant. The City recently spent approximately $3M on the Shuyler Creek Lift Station and with the growth and development in the former Brookline area capacity will again become an issue. In order to update the Shuyler Creek system again we would spend $11M but not gain the flexibility and capacity the $10M investment in the Brookline alignment would allow.

The last $6M in requested bonding is directly linked to the elimination of I&I in the system. Every gallon that we can eliminate from the entering the system is one less gallon that has to be treated and one more gallon of capacity for the system. Through the master planning effort, we are able identify the major areas and pipes that are causing the problem. This program and effort will target those areas directly and help us further achieve compliance.

The City intends to go through the Department of Natural Resources to utilize the State Revolving Loan Fund for a lower interest rate. The wastewater rate analysis will be brought back to Council for review as part of the bond funding process. Staff intends to submit the application in March 2021. This is the first step in the funding process and is estimated to take a total of 18 months.

The bond issue would be paid out of the wastewater user fees. Part of the SRF funding process is a rate analysis to see if the current rates structure is sufficient to fund the capital improvements and the proposed bond issue. Burns and McDonnell has been retained to work on the rate study. The results of analysis this will be brought back to Council for review upon completion.

Revenue Bond issuances are required to be approved by the citizens. If this ordinance is adopted, it will be placed before the voters on April 6, 2021 for authorization to issue debt. The bond ordinance has been reviewed and approved by the City's bond counsel.

There are other financing options available to the City in addition to revenue bonds. The City can utilize Special Obligation Bonds or Certificate of Participation (C.O.P.) issuances to finance the needed system improvements. These forms of debt do not require a citizen vote. Special Obligation Bonds or Certificate of Participation financing options do have a higher interest rate than a loan through the State Revolving Loan program. Included in this packet is a comparison between the Revenue Bond and C.O.P. financing. The State Revolving Loan program discounts the interest rate, however there are other costs involved with preparing the required forms up front.

It is important to note that the sample debt issuance comparison is off current interest rates with slight inflation of 50 basis points. Rates will probably change between now and when the bonds are issued.

Recommended Action

Staff is recommending Council consider the various options available to fund the Wastewater Capital Improvements. If Council would like to proceed with a revenue bond, then approve the authorization to have the bond issuance on the April 6, 2021 Ballot.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, CALLING A BOND ELECTION IN THE CITY OF REPUBLIC, MISSOURI, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH; DESIGNATING THE TIME FOR HOLDING SAID ELECTION; AND AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE COUNTY CLERKS OF SAID ELECTION

WHEREAS, the City of Republic, Missouri, (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 is authorized to issue bonds under Missouri Law and the City's Charter; and

WHEREAS, the current sewerage treatment system and plant was completed in 2002 after a vote of the citizens; and

WHEREAS, the City has experienced significant growth since the current sewerage treatment system and plant was designed and constructed. The population of the City was 8,438 residents according to the 2000 census, the City's population is now approximately 16,938; and

WHEREAS, there are ongoing compliance issues with the current sewerage treatment system and plant that must be addressed; and

WHEREAS, on February 20, 2018, in Resolution 18-R-11, the City retained the services of Burns & McDonnell for the development of the water and wastewater master plans; and

WHEREAS, on May 19, 2020, in Resolution 20-R-12, the Council approved the water and wastewater master plans ("New Master Plans"); and

WHEREAS, on August 25, 2020, in Resolution 20-R-31, the Council awarded the bid for the final design of the wastewater treatment plant to Burns & McDonnell; and

WHEREAS, the New Master Plans address the 5 and 20-year planning periods for the City's water and wastewater system which includes the sewerage treatment system and plant.

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

Section 1. The City Council of Republic finds it necessary and hereby declares its intent to borrow up to $36,000,000.00 for the purpose of acquiring, constructing, extending, and improving the City's existing combined waterworks and sewerage system, including the acquisition of real estate and easements related thereto (the "Project"), and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City in the amount of up to $36,000,000.00.

Section 2. An election is hereby ordered to be held in the City of Republic, Missouri, on April 6, 2021, to the qualified voters of the City of Republic. The following question shall be in substantially the following form:

QUESTION

Shall the City of Republic, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of up to Thirty-Seven Million Dollars ($36,000,000.00) for the purpose of acquiring, constructing, extending, and improving the City's existing combined waterworks and sewerage system, including the construction and improvement of storm water sewers to the extent permitted by law, the cost of operation and maintenance of said system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The authorization of the bonds will authorize the City to fix, establish, maintain and collect rates and charges for the services provided by the City through its combined

waterworks and sewerage system, including all extensions and improvements thereto hereafter constructed or acquired by the City, in addition to the other rates and charges for such services provided by law, as will produce income and revenues sufficient to provide funds to pay the costs of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on the bonds as they become due and to retire the same within thirty-five years from the date thereof, and to provide for the establishment of reasonable reserves therefor.

Section 3. That the City Clerk is hereby authorized and directed to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri.

Section 4. That the form of the notice of said election and ballot, to be in substantially the same form, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. That a certified copy of this Ordinance shall be filed with the County Clerk of Greene County, Missouri, and the County Clerk of Christian County, Missouri, no later than 5:00 p.m. on January 26, 2021.

Section 6. That the Greene County Clerk and Christian County Clerk are hereby authorized to conduct said election in a manner consistent with the provisions of Chapter 115 of the Revised Statutes of Missouri and designate the polling places for the qualified voters of the City.

Section 7. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the bonds. The maximum principal amount of bonds expected to be issued for the Project is $36,000,000.00.

Section 8. The Mayor, the City Clerk, and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the purpose and intent of this Ordinance.

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 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: 2021.01.07 15:24:55 -06'00'

Final Passage and Vote:

_____

BILL NO. 21-01 ORDINANCE NO.

NOTICE OF ELECTION

REPUBLIC, MISSOURI

Notice is hereby given to the qualified voters of the City of Republic, Missouri, that pursuant to an ordinance duly adopted, the City Council of the City of Republic, Missouri, has called an election to be held in the City on April 6, 2021, commencing at 6:00 a.m. and closing at 7:00 p.m., for the purpose of submitting to the qualified voters of the City the question contained in the following sample ballot:

OFFICIAL BALLOT
BOND ELECTION
REPUBLIC, MISSOURI
APRIL 6, 2021

QUESTION

Shall the City of Republic, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of up to Thirty-Seven Million Dollars ($36,000,000.00) for the purpose of acquiring, constructing, extending, and improving the City's existing combined waterworks and sewerage system, including the construction and improvement of storm water sewers to the extent permitted by law, the cost of operation and maintenance of said system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

A full and complete copy of Ordinance No. 21-___, submitting the above question to the electorate is on file in the office of the City Clerk of the City of Republic, Missouri, where the same is open for inspection and copying during normal business hours.

The election will be held at the following polling places in the City:

To be determined by the County Clerk of the respective jurisdiction.

City of Republic, Missouri

$20 Million Financing Amount

Revenue Bonds through SRF vs Certificate of Participation Comparison

January 4, 2021

Scenario	Interest Rate *	Average Annual Debt Service	Total Debt Service for 20 Years	Advantages	Disadvantages
Revenue Bonds Issued Through SRF Program	1.40%	$1,160,000	$23,378,118	Lower interest rate Interest rate less volatile	Requires voter-approved revenue bonds More vigorous DNR Process
Certificates of Participation	3.00%	$1,345,000	$27,321,938	No voting requirement Easier DNR process requirements	Higher interest rate Interest rate more volatile

* Based on current interest rates +50bps

City of Republic, Missouri

$36 Million Financing Amount

Revenue Bonds through SRF vs Certificate of Participation Comparison

January 4, 2021

Scenario	Interest Rate *	Average Annual Debt Service	Total Debt Service for 20 Years	Advantages	Disadvantages
Revenue Bonds Issued Through SRF Program	1.40%	$2,085,000	$42,075,058	Lower interest rate Interest rate less volatile	Requires voter-approved revenue bonds More vigorous DNR Process
Certificates of Participation	3.00%	$2,420,000	$49,173,688	No voting requirement Easier DNR process requirements	Higher interest rate Interest rate more volatile

* Based on current interest rates +50bps

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-02 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with White Shirts, LLC for Public Improvements.
Submitted By:	Andrew Nelson, Republic BUILDS Director
Date:	January 19, 2021

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with White Shirts, LLC for the construction of a public street and other public improvements, as necessary.

Discussion and/or Analysis

The Developer has placed the former Meek's property under contract with the intent to build an Andy's Frozen Custard location. The construction of a public street allows for the site development and creation of additional retail lots. This public street is a benefit for the growth and development of the area as well as access management and improvements to the Highway 60 corridor.

The Developer will reimburse the City the cost of materials for the public improvements the City will contribute labor for the installation of the street and other associated public infrastructure.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH WHITE SHIRTS, LLC FOR PUBLIC IMPROVEMENTS

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, White Shirts, LLC., (herein called the "Developer") is developing land on the former Meeks property located at 1355 E US Highway 60 for commercial retail businesses (herein called the "Project"); and

WHEREAS, certain public improvements need to be made to the Developer's property to facilitate the new retail businesses for the Project; and

WHEREAS, a development agreement has been negotiated with the Developer for the City to provide certain public improvements on Developer's Property to facilitate the retail growth; and

WHEREAS, the Developer desires to enter into a development agreement with the City to formalize the terms for the public improvements; and

WHEREAS, the City Council finds this development agreement is in the best interest of the City as it will benefit the community through the continued economic growth and development in the City.

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

Section 1. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into a development agreement with Developer, said agreement to be in substantially the same form as "Attachment 1."

Section 2. The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into an amendment to the development agreement with Developer as contemplated in Attachment 1.

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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form:
Digitally signed by Scott Ison
Date: 2021.01.08 09:11:00 -06'00'
_____, Scott Ison, City Attorney

Final Passage and Vote: _____

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2021, by and between the City of Republic Missouri ("City") and White Shirts, L.L.C. ("Developer"). City and Developer are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at 1355 E US Highway 60 (PARID: 1716300016), legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, ("Property"), and is in the process of developing a new commercial retail area on the Property in order to facilitate new retail development, and

WHEREAS, the Parties have recognized the opportunity for development on the Property to facilitate future growth in the City, and

WHEREAS, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as will be defined in the Final Plans.

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

1. Ability to Contract: Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Public Improvements:
    a. Work under this Agreement: In exchange for Developer's promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements ("Public Improvements") as described in this Agreement.

b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within 30 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to the Developer with any questions, suggestions, and/or changes. Once all the questions, suggestions and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a time-line as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

c. Road Improvements: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to make roadway improvements and related infrastructure improvements to the Property according to the Final Plans ("Road Improvements"). All Road Improvements will be located on the Property. The City hereby represents and warrants that it has the power and authority to make the Road Improvements.

d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):

    i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities for the City to provide potable

water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.

ii. Sanitary Sewer Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation planning and coordination of a sanitary sewer system for the Property which sanitary sewer system shall be determined in the Final Plans. The sanitary sewer system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said sanitary sewer system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said sanitary sewer system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such sanitary sewer system infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said sanitary sewer system.

iii. Storm Water Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation planning and coordination of a storm water system for the Property consisting of curb and gutter, and the installation of storm water pipe under the Road Improvements which storm water system shall be determined in the Final Plans. The storm water system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said storm water system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said storm water system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such storm water system infrastructure, including, without

limitation, determining the location(s) on the Property that future users shall tap into said storm water system.

iv. Electricity: The Parties shall work together in the installation planning and coordination with the appropriate electric utility service provider for all necessary electrical lines, systems, and facilities to provide electrical power to the Property with sufficient capacity to provide power for customary uses permitted under the current Property zoning classification. The Parties shall work together with the electric utility service provider in the planning and coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said electric utility lines. Installation of the electric infrastructure shall be done by the appropriate electric utility service provider. The Parties agree that neither City nor Developer can cause the appropriate electric utility service provider to install or provide said utility services. The Parties agree that electric utility services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.

v. Gas: The Parties shall work together in the installation planning and coordination with the appropriate gas utility service provider for all necessary gas lines, systems, and facilities to provide gas to the Property with sufficient capacity to provide gas for customary uses permitted under the current Property zoning classification. The Parties shall work together with the gas utility service provider in the planning and coordination of the installation of such utility service infrastructure, including, without limitation, determining appropriate location(s) on the Property that future users may tap into said gas utility lines. Installation of the gas infrastructure shall be done by the appropriate gas utility service provider. The Parties agree that neither City nor Developer can cause the appropriate gas utility service provider to install or provide said utility services. The Parties agree that gas utility services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.

vi. Telecommunication: The Parties shall work together in the installation planning and coordination with the appropriate telecommunication service provider for all necessary telecommunication systems and facilities to provide telecommunication service to the Property with sufficient capacity to provide telecommunications for customary uses permitted under the current Property zoning classification. The Parties shall work together with the telecommunication utility service provider in the planning and coordination of the installation of such utility service infrastructure,

including, without limitation, determining appropriate location(s) on the Property that future users may tap into said telecommunication lines. Installation of the telecommunication infrastructure shall be done by the appropriate telecommunication utility service provider. The Parties agree that neither City nor Developer can cause the appropriate telecommunication utility service provider to install or provide said utility services. The Parties agree that telecommunication services may not be completed on or before the expiration of the Construction Period, and the same shall not be a default by the City under this Agreement.

e. Other Public Improvements: On or before the expiration of the Construction Period, the City hereby agrees to assist Developer in making other Public Improvements on the Property. The other Public Improvements contemplated by this Agreement are to assist, as the City has the ability at its own determination, with the demolition of the existing structures on the Property ("Other Public Improvements"). Other Public Improvements can be added by the Parties with the consent of all the Parties in the Amendment after the Final Plans are received.

f. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.

g. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.

3. Costs of the Public Improvements:

a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.

b. Road Improvements: City will initially pay the cost of the Road Improvements subject to this Agreement. Although City will initially pay for the Road Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Road Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Road Improvements shall include the actual costs incurred by the City for the material expenses of the Road Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-

City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement.

c. Utility Public Improvements:
    i. Water Public Improvements: City will initially pay the cost of the Water Improvements subject to this Agreement. Although City will initially pay for the Water Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Public Improvements to the Water pursuant to this Agreement.
    ii. Sanitary Sewer Public Improvements: As Sanitary Sewer Improvements needs cannot be determined until the Final Plans are received, any costs related to the Sanitary Sewer Improvements shall be determined in the Amendment.
    iii. Storm Water Public Improvements: As Storm Water Improvements needs cannot be determined until the Final Plans are received, any costs related to the Storm Water Improvements shall be determined in the Amendment.
    iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.

d. Other Public Improvements: City will initially pay the cost of the Other Public Improvements subject to this Agreement. Although City will initially pay for the Other Public Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Other Public Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Other Public Improvements shall include the actual costs incurred by the City for the material expenses of the Other Public Improvements and the actual expenses incurred by the City for the labor of City employees including contractors and subcontractors, City and non-City owned equipment and tool rental costs, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Other Public Improvements pursuant to this Agreement.

e. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.

f. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 12.

g. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, it will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Developer provides City with a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.

h. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest, and the City shall determine where said funds are to be deposited.

4. Prior Agreement: Unless specifically set forth herein, this Agreement shall not be construed to relieve any Party of any obligations of the Parties under any prior written Agreements entered by and between the Parties.
5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.
7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
8. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.

10. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
13. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
14. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as

provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.

17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
19. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:
    a. This Agreement;
    b. Exhibit A – Legal description;
    c. Any properly executed amendments.
26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City:	City of Republic, Missouri Attn: City Administrator 213 North Main Street Republic, Missouri 65738
to Developer:	White Shirts, L.L.C. Attn: Andy Kuntz 211 E. Water Street Springfield, MO 65806

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

White Shirts, L.L.C.

_____
(Signature)

_____
(Printed Name)

_____
(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

_____
David Cameron, City Administrator

_____
Attest: Laura Burbridge, City Clerk

Approved as to Form:

_____
Scott Ison, City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LOT 3
NEW LOCAL STREET
LOT 2
LOT 1
1397
1355
EagleView Pictometry, City of Republic GIS, Greene County GIS

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-03 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Garton 5, LLC, for Water Line Public Improvements to the Garton Business Park.
Submitted By:	Andrew Nelson, Republic BUILDS Director
Date:	January 19, 2021

Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Rankin Development, LLC to extend public watermain around the Garton 5 Lot in Garton Business Park.

Discussion and/or Analysis

Garton Business Park Lot 5 will be a similar warehouse type building as Garton lots 1, 2, and 3. During construction of Garton lot 3 the city extended water around the future building in anticipation of making the improvements shown in order to complete a looped water network around the two buildings, providing adequate fire protection to both.

The Developer will reimburse the City the cost of installation of the watermain. The Developer will also grant the City an easement to extend the main and loop the system along the west boundary of the property providing a stronger system and providing optimal flow for fire protection and water quality in the area.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GARTON 5, LLC, FOR WATER LINE PUBLIC IMPROVEMENTS TO THE 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, Garton 5, LLC ("Developer") is the owner and developer of land in the Garton Business Park ("Garton Property") area located in the City of Republic; and

WHEREAS, Developer is continuing to develop the Garton Property for future industrial purposes; and

WHEREAS, in order to continue development in the Garton Property, certain public improvements need to be constructed on the Garton Property; and

WHEREAS, a development agreement has been negotiated in which Developer will reimburse City the costs of installing approximately 1,035 linear feet of the public improvements on the Garton Property related to the water main needed by Developer for the Garton Property; and

WHEREAS, the Developer desires to enter into a development agreement with the City to formalize the terms of the public improvements of the Garton Property; and

WHEREAS, the City Council finds this development agreement is in the best interest of the City as it will benefit the community through 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 a development agreement with Developer, said agreement to be in substantially the same form as "Attachment 1."

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

Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 4. This Ordinance shall 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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2021.01.08 09:17:45 -06'00'

Final Passage and Vote: _____

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement") is entered into this _____ day of _____, 2021, by and between the City of Republic Missouri ("City") and Garton 5, LLC., ("Developer"). City and Developer are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic commonly located in the Garton Business Park, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, ("Property), and is in the process of developing an industrial area on the Property in order to facilitate new commercial development, and

WHEREAS, the Parties have recognized the opportunity for development on the Property to facilitate future growth in the City, and

WHEREAS, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources, and

WHEREAS, City has previously partnered with Developer on other similar development agreements in the Garton Business Park, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as defined in this Agreement.

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

1. Ability to Contract: Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Public Improvements:
    a. Work under this Agreement: In exchange for Developer's promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or

coordinate the public improvements ("Public Improvements") as described in this Agreement.

b. Construction Period and Cost Estimates: The Parties agree that the City's construction period will be completed no later than May 1, 2021 ("Construction Period"), provided the Developer has completed all of the necessary improvements required by City to be installed prior to March 1, 2021, for the Public Improvements contained in this Agreement. City has provided Developer with a cost estimate in Exhibit D, attached hereto and incorporated by reference into this Agreement ("Cost Estimate"). Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

c. Road Improvements: Not applicable under this Agreement.

d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):

    i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities, according to the final engineering plans as contained in Exhibit B and Exhibit C, attached hereto and incorporated by reference into this Agreement, as determined by the City and Developer, for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than

the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.

ii. Sanitary Sewer Public Improvements: Not applicable under this Agreement.

iii. Storm Water Public Improvements: Not applicable under this Agreement.

iv. Electricity: Not applicable under this Agreement.

v. Gas: Not applicable under this Agreement.

vi. Telecommunication: Not applicable under this Agreement.

e. Other Public Improvements: Not applicable under this Agreement.

f. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.

g. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.

3. Costs of the Public Improvements:

a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.

b. Road Improvements: Not applicable under this Agreement.

c. Utility Public Improvements:

i. Water Public Improvements: City will initially pay the cost of the Water Improvements subject to this Agreement. Although City will initially pay for the Water Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of City and non-City employees including contractors and subcontractors, City and non-City equipment and tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and

facilities necessary for the execution and completion of the Public Improvements to the Water pursuant to this Agreement.

ii. Sanitary Sewer Public Improvements: Not applicable under this Agreement.

iii. Storm Water Public Improvements: Not applicable under this Agreement.

iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.

d. Other Public Improvements: Not applicable under this Agreement.

e. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.

f. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 12.

g. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law. Once the bids and/or quotes are provided to Developer, it will have three business days to provide City in writing with any legally justifiable reason why the lowest bidder pursuant to the current Purchasing Policy approved by the City Council or associated Administrative Policies would not be acceptable. If Developer provides City with

a legally justifiable reason in writing why the lowest bidder is not the most responsible or responsive bidder, City will move to the next lowest responsible bidder as determined by the Parties.

h. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement may be commingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the Developer will gain no interest, and the City shall determine where said funds are to be deposited.

4. Prior Agreement: Unless specifically set forth herein, this Agreement shall not be construed to relieve any Party of any obligations of the Parties under any prior written Agreements entered by and between the Parties.
5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.
7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
8. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not

cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.

10. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
13. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
14. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the

Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
19. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
22. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
25. Contract Documents: The Agreement shall consist of the following:

a. This Agreement;
b. Exhibit A – Legal description;
c. Exhibit B – Final Waterline Engineering Plans;
d. Exhibit C – Final Waterline Engineering Plans with Public Utilities to be installed highlighted;
e. Exhibit D – Cost Estimate;
f. Any properly executed amendments.

26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City:
City of Republic, Missouri
ATTN: City Administrator
213 North Main Street
Republic, Missouri 65738

to Developer:
Garton 5, LLC
ATTN: Thomas B. Rankin
2808 S. Ingram Mill, A100
Springfield MO 65804

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Garton 5, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

_____
David Cameron, City Administrator

_____
Attest: Laura Burbridge, City Clerk

Approved as to Form:

_____
Scott Ison, City Attorney

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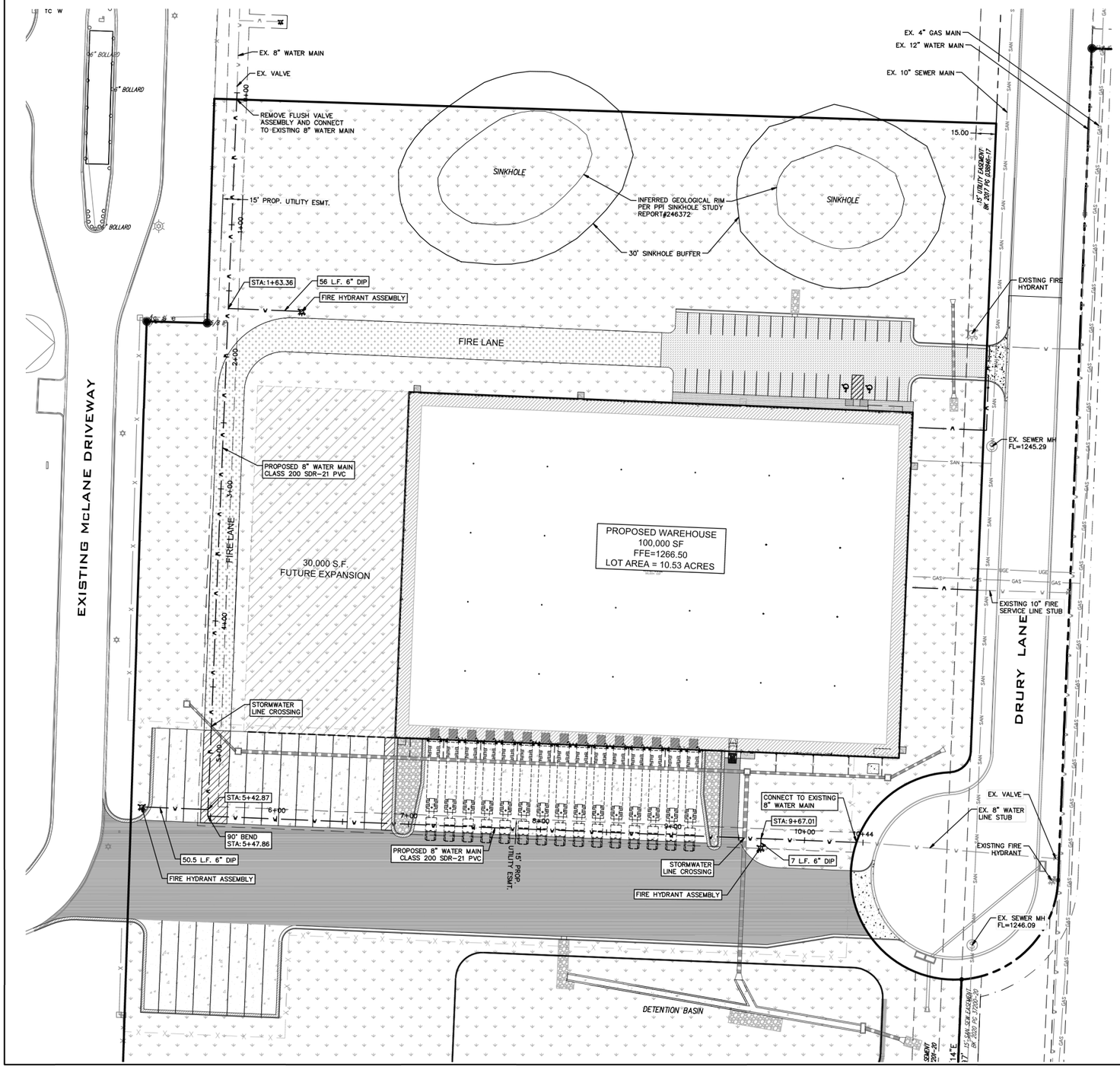
(IN FEET)
1 inch = 40 ft.

MISSOURI ONE CALL SYSTEM INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

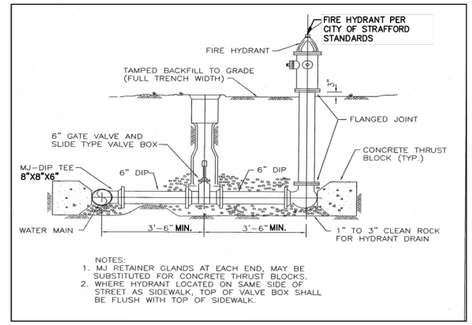
APPROXIMATE QUANTITIES:

1035	LF	8" WATER MAIN (CLASS 200 SDR-21 PVC)
3	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
113.5	LF	6" DUCTILE IRON PIPE



GENERAL NOTES:

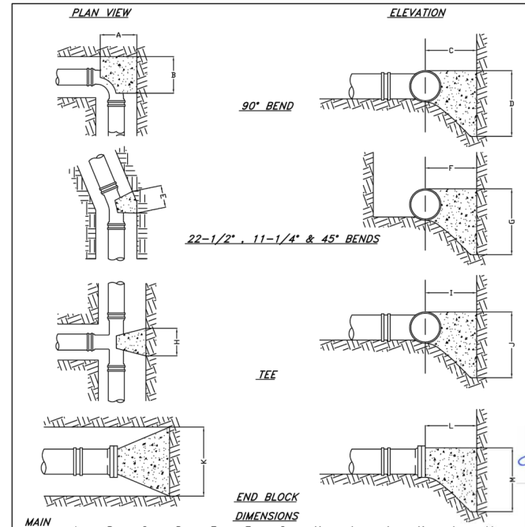
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
2. IT IS THE CONTRACTORS RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
3. THE CONTRACTOR 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.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
5. CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
6. NO MEASUREMENTS SHALL BE SCALED OFF THE PLANS. USE ONLY LABELED DISTANCES.
7. WATER SYSTEM SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC CONSTRUCTION SPECIFICATIONS AND THE MINIMUM DESIGN STANDARDS FOR MISSOURI COMMUNITY WATER SYSTEMS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
8. INSTALL PIPE IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS AND LAYING SCHEDULES.
9. ALL POINTS OF CHANGE OF DIRECTION, ELLS, TEES, FIRE HYDRANTS, ETC. MUST HAVE REQUIRED THRUST BLOCK AT ALL POINTS OF THRUST.
10. MINIMUM DEPTH OF COVER OVER TOP OF PIPE SHALL BE 42 INCHES.



NOTES:
1. MJ RETAINER GLANDS AT EACH END, MAY BE SUBSTITUTED FOR CONCRETE THRUST BLOCKS.
2. WHERE HYDRANT LOCATED ON SAME SIDE OF STREET AS SIDEWALK, TOP OF VALVE BOX SHALL BE FLUSH WITH TOP OF SIDEWALK.

FIRE HYDRANT ASSEMBLY

NOT TO SCALE



MAIN SIZE	A	B	C	D	E	F	G	H	I	J	K	L	M
2"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
6"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	1'-6"	2'-6"	2'-0"	1'-6"	2'-6"	2'-0"	1'-6"
8"	3'-0"	3'-0"	2'-6"	3'-0"	3'-0"	2'-6"	2'-0"	3'-0"	2'-6"	2'-6"	3'-0"	2'-6"	2'-6"
12"	4'-6"	4'-6"	3'-0"	4'-0"	3'-6"	3'-0"	3'-6"	4'-0"	3'-0"	4'-0"	4'-0"	3'-0"	4'-0"
16"	8'-0"	8'-0"	4'-0"	4'-6"	7'-0"	4'-0"	4'-0"	6'-0"	4'-0"	6'-0"	6'-0"	4'-0"	6'-0"
24"	5'-4"	5'-4"	5'-5"	7'-6"	5'-6"	3'-5"	5'-6"	6'-4"	4'-2"	6'-3"	6'-4"	4'-10"	7'-0"
30"	6'-9"	6'-9"	6'-4"	9'-0"	6'-10"	7'-10"	5'-1"	7'-9"	5'-1"	7'-9"	7'-10"	5'-1"	7'-9"

THRUST BLOCK DETAIL

NOT TO SCALE

	BY:
	DATE:
REVISIONS:	
SCALE: 1" = 40'	
FIELD BY: TS, JS	
DRAWN BY: RS	
CHECKED BY: LEE	

WATER MAIN PLAN

MCLANE WAREHOUSE

2893 NORTH DRURY LANE
REPUBLIC MO, 65738

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

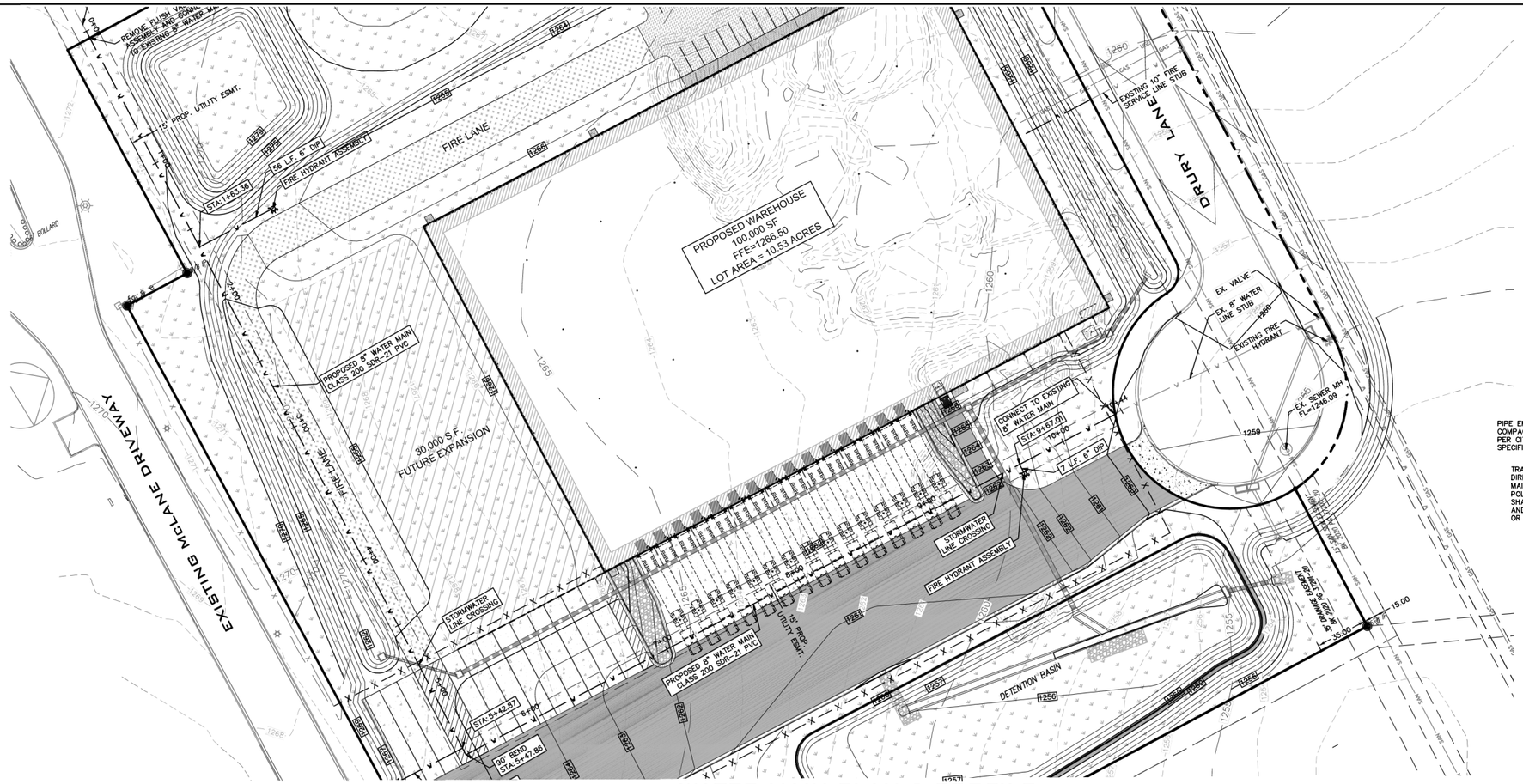
LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

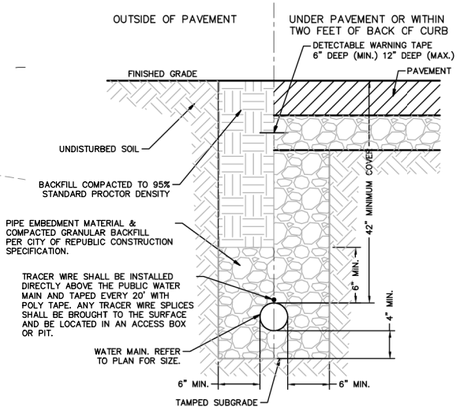
"Engineering with Integrity"

LEE ENGINEERING & ASSOCIATES L.L.C.

STATE OF MISSOURI
KELLY L. SHOTT
12/21/2020
NUMBER 2002000612
PROFESSIONAL ENGINEER

DATE: 2020-12-21
SHEET: WT-1
PROJECT: 20
FILE: 020 – Mclane Site.dwg



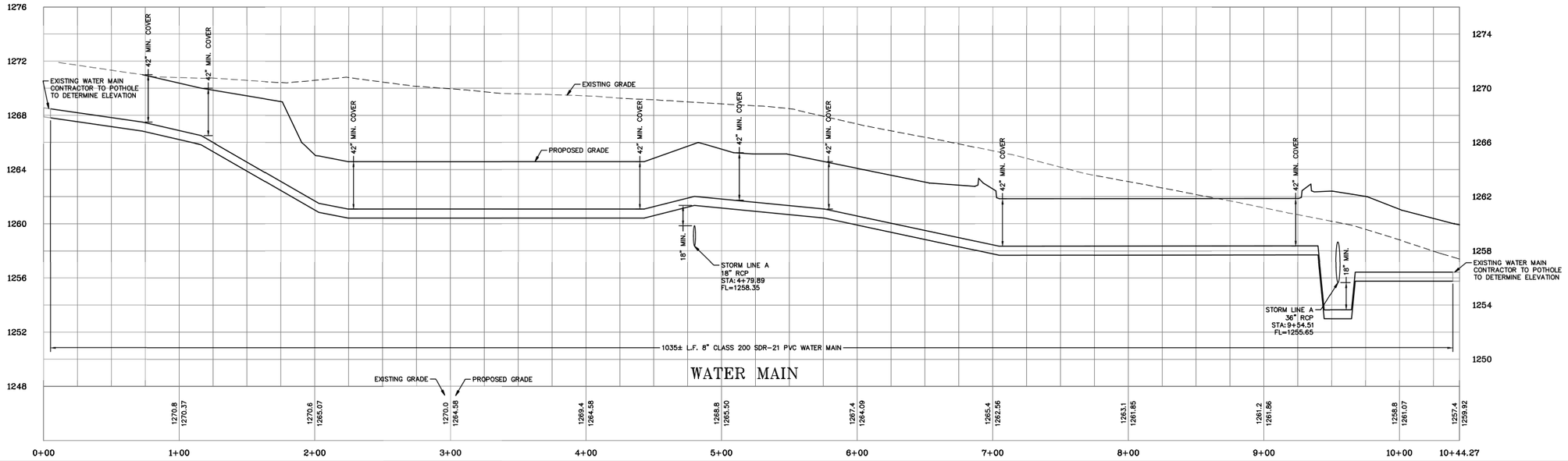


TYPICAL WATER MAIN TRENCH DETAIL

NOT TO SCALE

WATER MAIN PLAN & PROFILE

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



WATER MAIN PLAN & PROFILE

MCLANE WAREHOUSE

2893 NORTH DRURY LANE
REPUBLIC MO, 65738

REVISIONS: BY: DATE:

SCALE: 1" = 40'
FIELD BY: TS, JS
DRAWN BY: RS
CHECKED BY: LEE

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"

DATE: 2020-12-21
SHEET: WT-2
PROJECT: 20
FILE: 020 – Mclane Site.dwg

(IN FEET)
1 inch = 40 ft.

MISSOURI ONE CALL SYSTEM INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

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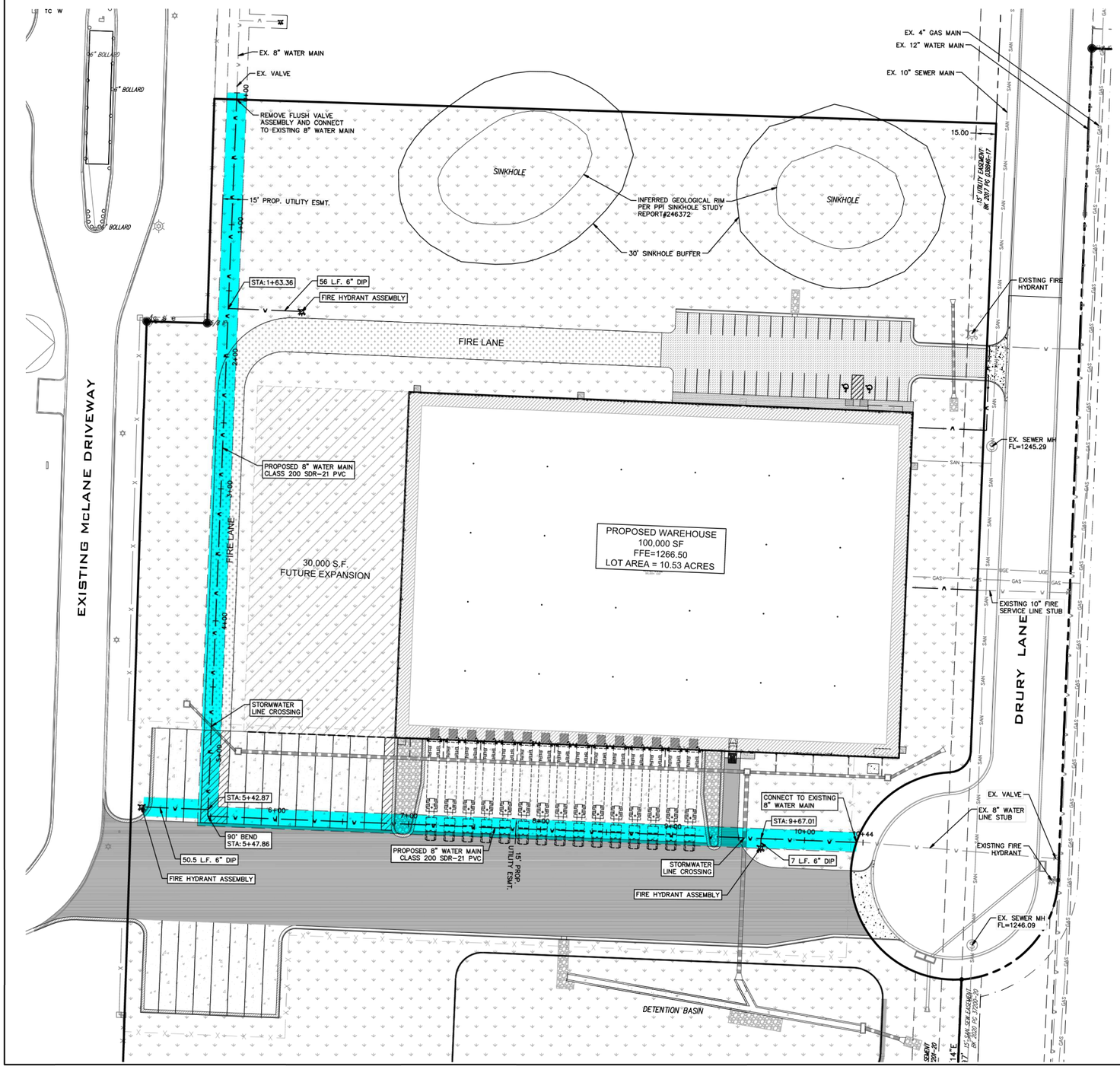

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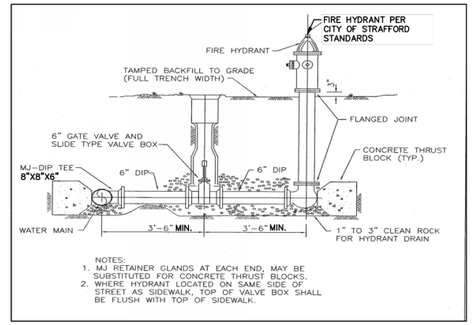
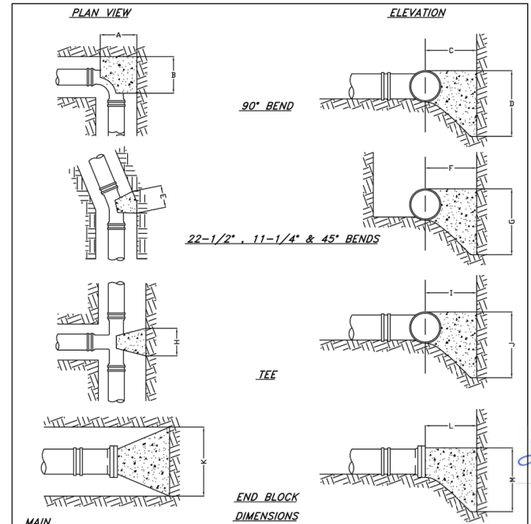


FIRE HYDRANT ASSEMBLY
NOT TO SCALE



MAIN SIZE	A	B	C	D	E	F	G	H	I	J	K	L	M
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24"	5'-4"	5'-4"	5'-5"	7'-6"	5'-6"	3'-5"	5'-6"	6'-4"	4'-2"	6'-3"	6'-4"	4'-10"	7'-0"
30"	6'-9"	6'-9"	6'-4"	9'-0"	6'-10"	7'-10"	5'-1"	7'-9"	5'-1"	7'-9"	7'-10"	5'-1"	7'-9"

THRUST BLOCK DETAIL
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	BY:
	DATE:
REVISIONS:	
SCALE: 1" = 40'	
FIELD BY: TS, JS	
DRAWN BY: RS	
CHECKED BY: LEE	

WATER MAIN PLAN

MCLANE WAREHOUSE

2893 NORTH DRURY LANE
REPUBLIC MO, 65738

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 L.L.C.

KELLY L. SHORT 12/21/2020 NUMBER 2002000612 PROFESSIONAL ENGINEER

DATE: 2020-12-21
SHEET: WT-1
PROJECT: 20
FILE: 020 - Mclane Site.dwg

REPUBLIC BUILDS

Public Works • Community Development

Garton 5 Water Main Estimate

Gravel…… $7,000

Materials……$21,400

Equipment……$14,300

Labor……$6,500

Total……**$49,200**

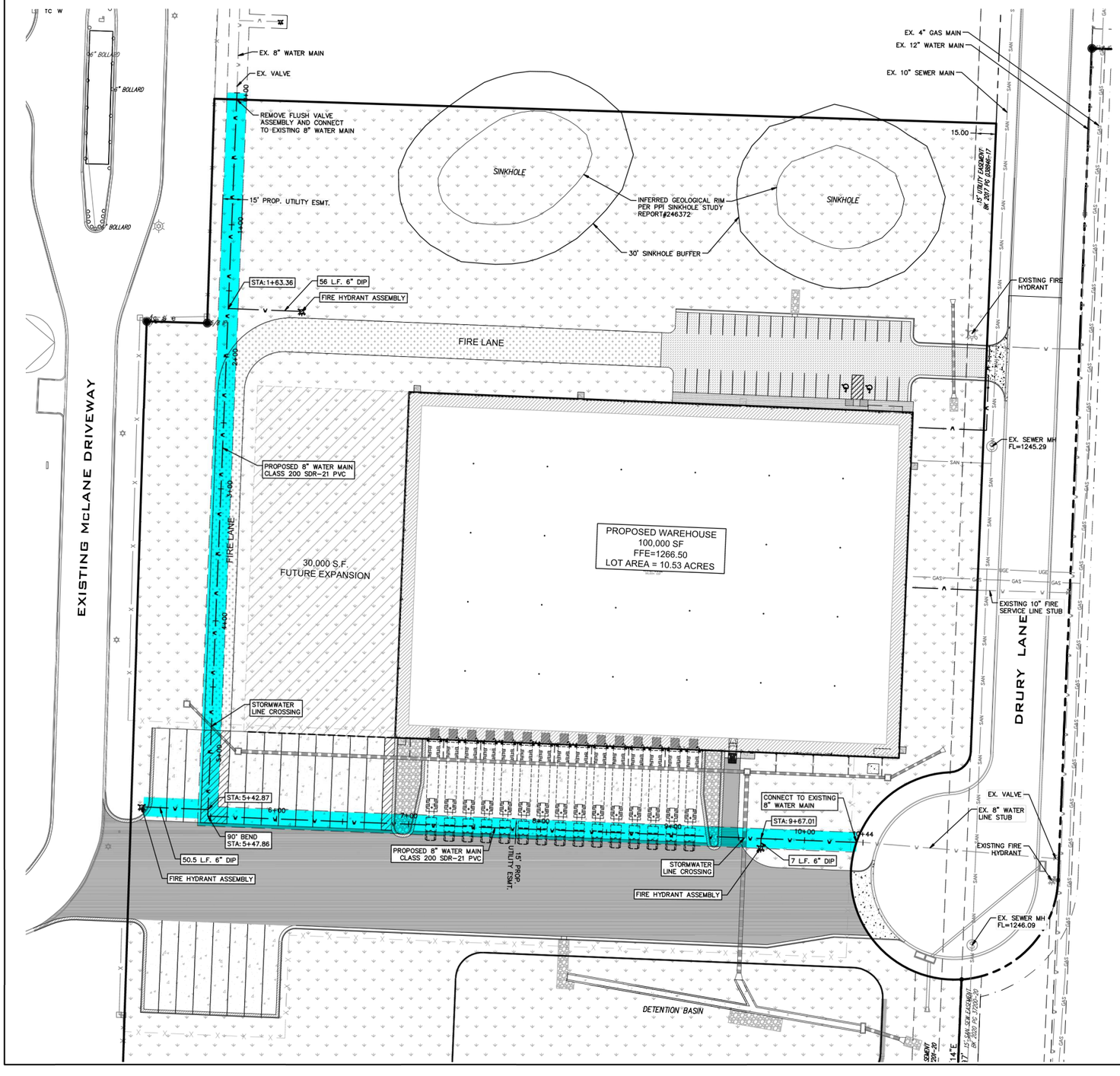
This is just an estimate, developer will be responsible for paying actual cost of construction.

(IN FEET)
1 inch = 40 ft.

MISSOURI ONE CALL SYSTEM INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

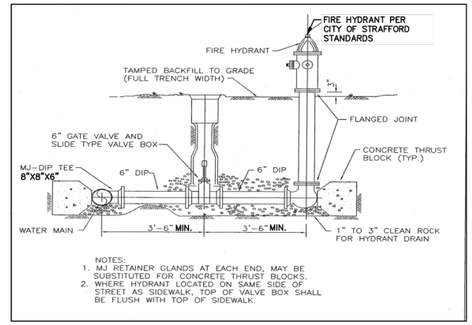
APPROXIMATE QUANTITIES:

1035	LF	8" WATER MAIN (CLASS 200 SDR-21 PVC)
3	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
113.5	LF	6" DUCTILE IRON PIPE



GENERAL NOTES:

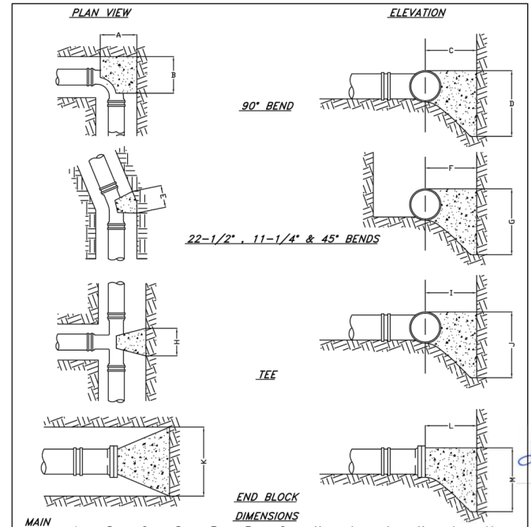
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
2. IT IS THE CONTRACTORS RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
3. THE CONTRACTOR 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.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
5. CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
6. NO MEASUREMENTS SHALL BE SCALED OFF THE PLANS. USE ONLY LABELED DISTANCES.
7. WATER SYSTEM SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC CONSTRUCTION SPECIFICATIONS AND THE MINIMUM DESIGN STANDARDS FOR MISSOURI COMMUNITY WATER SYSTEMS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
8. INSTALL PIPE IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS AND LAYING SCHEDULES.
9. ALL POINTS OF CHANGE OF DIRECTION, ELLS, TEES, FIRE HYDRANTS, ETC. MUST HAVE REQUIRED THRUST BLOCK AT ALL POINTS OF THRUST.
10. MINIMUM DEPTH OF COVER OVER TOP OF PIPE SHALL BE 42 INCHES.



NOTES:
1. MJ RETAINER GLANDS AT EACH END, MAY BE SUBSTITUTED FOR CONCRETE THRUST BLOCKS.
2. WHERE HYDRANT LOCATED ON SAME SIDE OF STREET AS SIDEWALK, TOP OF VALVE BOX SHALL BE FLUSH WITH TOP OF SIDEWALK.

FIRE HYDRANT ASSEMBLY

NOT TO SCALE



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Springfield, Missouri 65807
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dlee@leeengineering.biz

"Engineering with Integrity"

STATE OF MISSOURI
KELLY L. SHOTT
12/21/2020
NUMBER 2002000612
PROFESSIONAL ENGINEER

DATE: 2020-12-21
SHEET: WT-1
PROJECT: 20
FILE: 020 - Mclane Site.dwg

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-04 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Employee Handbook.
Submitted By:	Lisa Addington, Chief of Staff
Date:	January 19, 2021

Issue Statement

The proposed Ordinance to amend the Employee Handbook (Personnel Policy).

Discussion and/or Analysis

Upon arriving at the City in October 2016, the first objective was a complete rewrite of the Personnel Policy. In November 2017, Council approved the new Employee Handbook Ordinance. Since this new Employee Handbook was a complete rewrite, we anticipated future changes or adjustments would need to be made. Attached is the complete Employee Handbook with proposed changes. Additionally, a summary document was included to highlight the paramount changes/additions.

For clarity, the cover page will be stricken from the Ordinance and handled administratively so changes to City Council members can be immediately incorporated.

Recommended Action

Staff recommends approval.

BILL NO. 20-04 ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE EMPLOYEE HANDBOOK

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 21, 2017, in Ordinance 17-45, Council approved a new Employee Handbook to serve as an Employee Handbook and Personnel Policy for the City; and

WHEREAS, since that approval, changes in the City and law necessitate amendments to the Employee Handbook; and

WHEREAS, the Council finds the Employee Handbook amendments are in the best interest of the City.

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

Section 1. The Employee Handbook, as amended and attached hereto and incorporated herein as "Attachment 1", is hereby adopted.

Section 2. The City Administrator is hereby authorized to adopt and amend such administrative policies as are reasonably necessary to implement the intent of the Employee Handbook.

Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2021.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2021.01.14 09:11:23 -06'00'

Final Passage and Vote: _____

REPUBLIC
MISSOURI

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~~Mayor~~

~~Matt Russell, Acting~~

Deleted: ~~Jeff Ussery~~

~~Council Members~~

~~Brandon Self~~	~~Ward 1~~
~~Eric Franklin~~	~~Ward 1~~
~~Gerry Pool~~	~~Ward 2~~
~~Garry Wilson~~	~~Ward 2~~
~~Chris Updike~~	~~Ward 3~~
~~Matthew Russell~~	~~Ward 3~~
~~Jennifer Mitchell~~	~~Ward 4~~
~~Jim Deichman~~	~~Ward 4~~

Deleted: ~~John Jones~~
Deleted: –
Deleted: ~~Charlie Brashers~~

~~City Administrator~~

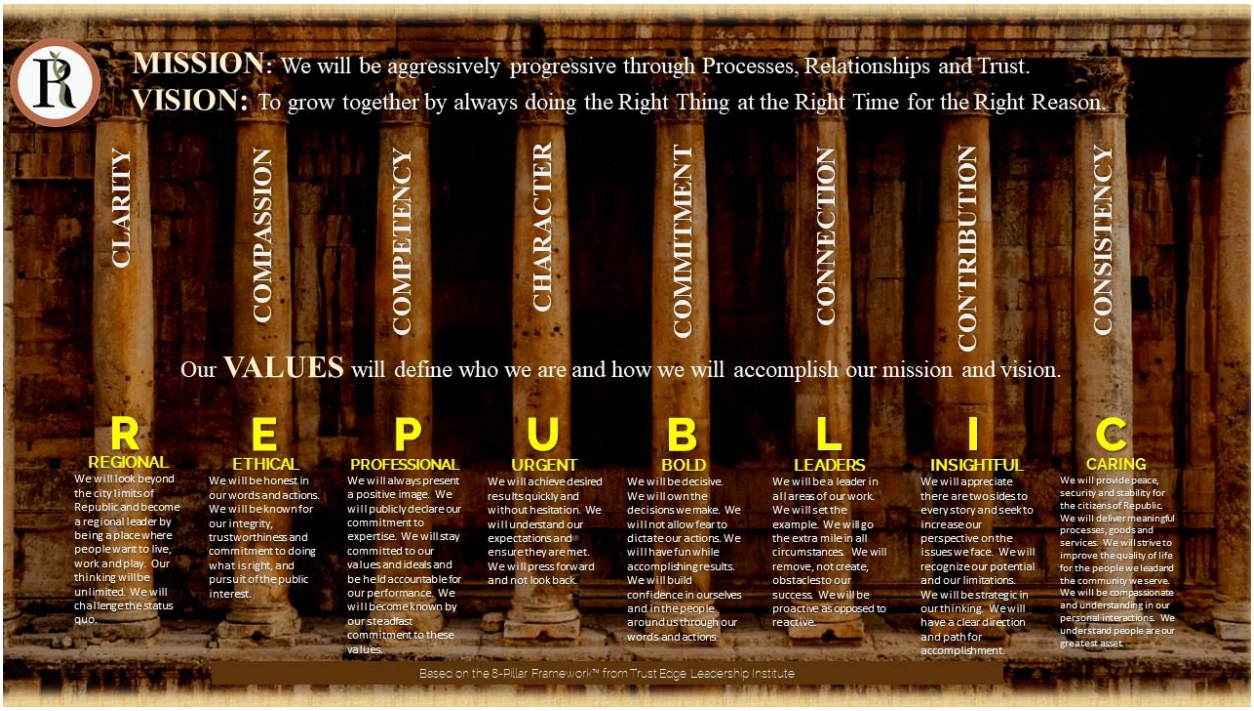
~~David Cameron~~

~~Adopted: 11/21/2017~~

~~Revised 1/19/2021~~

HANDBOOK REVISIONS - 2021

104 MISSION, VISION, & VALUES STATEMENTS



In 2020, the City implemented the Trust Edge Experience©, which further establishes the foundation for our Mission, Vision and Values through the 8-Pillars of trust, which are: Clarity, Compassion, Character, Competency, Commitment, Connection, Contribution and Consistency.

108 UNCLASSIFIED SERVICES

Unclassified positions shall include the City Administrator, Assistant City Administrator, Chief of Staff, City Attorney, City Clerk, Finance Director, BUILDS Administrator, Police Chief, Fire Chief, Deputy Fire Chief, Municipal Judge, Parks and Recreation Director, Assistant Director of Parks and Recreation, Information Systems Director, Human Resources Director, and other technical or supervisory personnel deemed appropriate and those who may be employed in an advisory capacity. Unclassified service employees may be removed from employment by the appointing authority for any reason, or no reason, without right to appeal or hearing.

303 PROBATIONARY PERIOD

The probationary period is intended to provide new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance. The employee may receive additional compensation for extraordinary performance at the conclusion of their probationary period with City Administrator approval. Either the employee or the City may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice and without appeal rights. New and rehired employees work on a probationary basis for the first six (6) months after their date of hire. Some positions (i.e. Sworn Police/Fire) may have a probationary period of one (1) year.

207 HIRING OF RELATIVES/NEPOTISM

Per the Missouri Constitution, a public employee that, by virtue of his employment, names or appoints to public employment a relative within the fourth degree, by blood or marriage, forfeits his employment.

The employment of relatives in the same area of an organization can cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

No employee of the City of Republic may supervise or be supervised by a family member. This policy applies to any relative, within the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will be asked to decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

However, in order to retain trained and qualified employees and to maintain avenues of promotion for current employees, the City Administrator may approve situations in which an employee will supervise a family member either directly or indirectly. Should such a situation be approved, it may be terminated without notice, at any time and for any reason, by the City Administrator. No member of the family of the City Administrator or any elected official will be hired for any regular full-time position in City employment.

403 VACATION BENEFITS

Full-time Commissioned Police Personnel

	Monthly	Yearly	Maximum	Maximum Payout upon
Length of Service	**Accruals**	**Accruals**	**Accruals**	**Separation**
0-1 year of service	12 hours	144 hours	144 hours	50 hours

1 year - 4 years of service	15.34 hours	184 hours	348 hours	200 hours
4 years - 9 years of service	18.67 hours	224 hours	428 hours	300 hours
9 or more years of service	22 hours	264 hours	508 hours	400 hours

*Accruals include holiday hours for working continuous operations.

Full-time Fire Employees Working 24 Hour Shifts

	Monthly	**Yearly**	**Maximum**	**Maximum Payout upon**
Length of Service	**Accruals**	**Accruals**	**Accruals**	**Separation**
0-1 year of service	13.34 hours	160 hours	160 hours	70 hours
1 year - 4 years of service	18 hours	216 hours	412 hours	280 hours
4 years - 9 years of service	22.67 hours	272 hours	524 hours	420 hours
9 or more years of service	27.34 hours	328 hours	636 hours	560 hours

***Accrual based on average 56 hour work weeks and includes holiday hours for continuous operations**

405 FREEDOM LEAVE

In keeping with our commitment of maintaining a work-life balance, Leadership Team, as well as other identified exempt positions, will be required to take an annual leave from work, without contact (via email, text, etc.) to staff regarding city business. This leave allows the employee to focus on priorities outside of their work commitments and imposes an opportunity to rest and recharge as an effort to curb burnout and/or sustain results. This leave allows for succession planning as well as proactive due diligence. This leave is considered a privilege and is subject to the guidelines outlined in the Administrative Policy.

406 SICK LEAVE BENEFITS

The sick leave policy is designed to provide full-time employees with paid time off for personal illness or injury, or the illness/injury of an immediate family member. This benefit is intended to help eligible employees maintain a stable base pay during short periods of non-occupational illness or injury.

Full-time employees accrue approximately eight (8) hours of sick leave for every full month of service. Full-time sworn fire employees working a 56-hour work-week will accrue approximately twelve (12) hours of sick leave for every full month of service.

In the event of a local, state or national disaster, (i.e. pandemic), mandated sick leave will be paid in accordance with federal/state/local regulations and/or recommendations.

410 BEREAVEMENT LEAVE

It is the City's intent to allow full-time employees 24 hours of paid bereavement leave for the death or imminent death of an immediate family member. If extenuating circumstances or additional travel is involved, the Department Director and/or City Administrator may grant additional paid time in addition to the bereavement leave. Department Directors may grant leave of one scheduled work shift for an eligible employee to serve as a pallbearer at or attend a funeral of someone not within the immediate family.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, shift differentials, etc.

For purposes of bereavement leave, the City defines "immediate family" as the employee's spouse, child, parent, grandparent, grandchild or sibling; the employee's spouse's child, parent, sibling, grandparent or grandchildren; the employee's child's spouse, grandparents or grandchildren. Relationships of 'step', 'in-laws' or guardianship are included. Exceptions may be approved by the discretion of the Department Director. The employee's supervisor or Department Director may require any employee taking bereavement leave to document the need for such leave by providing an obituary or other certification.

In the event of death of a City employee, employees of the City may be leave for attendance at the funeral, the Department Director will be responsible for appropriate scheduling.

413 FLOATING HOLIDAYS

The City provides all regular full-time and regular part-time employees twenty-four (24) hours per year to be used as Floating Holidays for personal time off. This is paid time off as chosen by the employee with permission of the supervisor.

Floating Holidays for new employees will be pro-rated based on hire date within a calendar year. The following schedule will apply:

- Hire date: January 1 – April 30th - 24 hours personal time given.
- Hire date: May 1 – August 31st - 16 hours personal time given.
- Hire date: September 1st – December 31st - 8 hours personal time given.

Floating Holidays are renewed each January and must be used before December 31st of the same calendar year. Upon separation from the City's service, an employee shall not be entitled to receive payment for any remaining Floating Holidays. Floating Holidays may not be used in lieu of two (2) week written resignation notice.

509 SCHEDULE CHANGES

When a shift change is necessary to maintain effective operations, the department should strive to give the employee as much notice as possible of the change in schedule, with a minimum notice of 24-hours. This does not include temporary or emergency situations

606 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work beyond their regular schedule. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Each full-time employee is required and expected to work a forty (40) hour week (fifty-six (56) hours for designated fire department personnel). Non-exempt employees will be paid overtime pay for any time worked over 40 hours in one workweek. Overtime pay is at 1 ½ times the regular hourly rate of pay (time and one-half). Exception: The City has the option of paying overtime pay or of giving compensatory time off. Additionally, Police and Fire overtime will be paid in accordance with FLSA.

Grievance Procedure

A grievance is defined as an employee's formal expression of a complaint or disagreement and/or request for relief regarding employment conditions impacting safety, adverse employment actions such as suspension, demotion or termination, or loss of pay, benefits or seniority; but not including lateral transfers, changes in job titles, or other actions which do not negatively impact pay, benefits or authority. Employees holding a work-related grievance shall utilize the following procedure in working toward the resolution of his/her problem:

1. The first step in the grievance procedure is for the employee to discuss the problem with his/her Supervisor within three (3) working days after the incident leading to the grievance. If the employee's Supervisor takes no action or if the employee is not satisfied with the action or decision of the Supervisor, he/she shall, within five (5) working days, proceed to the second step of the grievance procedure. If the grievance involves the Supervisor, the employee may, within three (3) working days after the incident leading to the grievance, proceed to the second step. If the grievance involves the Department Director, the employee may, within three (3) working days after the incident leading to the grievance, file with the Human Resource Department, an appeal to the City Administrator.

2. Employees pursuing the second step of this process should make their complaint known in writing to their Department Director. This statement should include a brief description of the employee's complaint and any action taken or decision made by the employee's immediate Supervisor.

3. If within the next five (5) working days after this written statement reaches the office of the Department Director, and the employee does not receive a satisfactory response, that employee should request in writing to the Human Resources Department, within three working days, an appeal to the City Administrator. The Director of Human Resources shall assemble the facts of the case and present all relevant documentation to the City Administrator. The City Administrator may hold a conference with the persons concerned in the case, if it is deemed necessary.

4. Once the appeal is formally submitted to the City Administrator from the Director of Human Resources, the City Administrator shall present his or her decision in writing to the Department Director and the employee, with a copy to Human Resources, within fourteen (14) working days.

PRE-EMPLOYMENT TESTING

Pre-employment urine drug testing shall be required of all employees as a condition of employment. Upon notification by the City, an applicant must report for testing within 48 hours. Any extenuating circumstances must be approved by the Policy Administrator. Failure to report for testing within this time frame shall be viewed as a failure of the drug testing policy. Employees who move via promotion, demotion or transfer to a DOT/safety sensitive position or public safety position will be required to submit to a pre-employment drug test.

Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions.

Failure of a controlled substance or alcohol test disqualifies an applicant from appointment to consideration for employment for a period of one year. An applicant may provide written authorization allowing the applicant's current or previous employer to provide the City with drug testing information related to that employment. When there is a break in employment with the City of three (3) months or more, pre-employment testing and background investigation will be required before re-employment. In some cases, (i.e. Parks Temporary staffing) the break in service may extend beyond 90 days due to unusual circumstances. In no circumstance shall the break service extend beyond six months. Please see Administrative Policy for details.

CONTROLLED SUBSTANCES

**The City reserves the right to test for additional substances as deemed appropriate and if updates occur per the U.S. Department of Health and Human Services regarding the substances tested.*

Mayor

Matt Russell, Acting

Council Members

Brandon Self	Ward 1
Eric Franklin	Ward 1
Gerry Pool	Ward 2
Garry Wilson	Ward 2
Chris Updike	Ward 3
Matthew Russell	Ward 3
Jennifer Mitchell	Ward 4
Jim Deichman	Ward 4

City Administrator

David Cameron

Adopted: 11/21/2017

Revised 1/19/2021

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FMLA Notice

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Dear City of Republic Employee:

In 2017 a review and substantial amendment of the Employee Handbook was completed. The revisions and updates have been made in order to comply with changes in Federal, State and local laws, as well as changes to internal policies and programs. It's a "new day" in Republic and the handbook should reflect the same. This new Handbook is designed to acquaint you with the City of Republics' policies and procedures that affect your employment with the City, and provide you with information regarding employee benefits. It is also designed to inform you of the City's expectation of you as an employee. The City is committed to recruiting, retaining and promoting employees to implement the City's Mission, Vision and Values. The most important thing that I hope this Handbook conveys to you is that the City views our employees as our greatest resource. We value our employees and their ability to work as a team accomplishing varied and sometimes difficult tasks; we value the excellent customer service that our employees provide, and we value their achievements. One of our many objectives is to ensure that our employees are provided with a work environment that is conducive to both personal and professional growth.

Please take the time to review this Handbook and familiarize yourself with its contents. After completing your review, please sign the enclosed acknowledgment form found in the back of the Handbook and return it to the Human Resources personnel during your orientation so that it may be placed in your personnel file. If you have any questions regarding this Handbook please contact your supervisor or the Human Resources Department.

Lastly, I would like to acknowledge and thank the staff of the Human Resources Department, and Department Directors, for their work in preparing this revision. Their efforts are most appreciated. In addition, I would also like to thank the Mayor and City Council for their review and approval of this new handbook.

Sincerely,

David Cameron
City Administrator

SECTION 1

INTRODUCTION

101 INTRODUCTORY STATEMENT*

This handbook is designed to acquaint you with the City and provide you with a general understanding of some of the current working conditions, employee benefits, and policies affecting your employment. You must read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines programs developed by the City to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As our City continues to grow, the need may arise and the City reserves the right to revise, supplement, or rescind any policy or portion of the handbook from time to time, as it deems appropriate, at its sole and absolute discretion. It also reserves the right to interpret and to vary any policy when, in its determination, circumstances so warrant. Employees will be notified of changes to this handbook as they occur.

Some benefits mentioned in this handbook are covered by a formal insurance policy or written benefit plan. In the event of any conflict between an insurance policy or formal written benefit plan and the benefit description in this handbook, the insurance policy or formal written benefit plan will control.

This handbook supersedes all prior policies, practices and handbooks and may not be amended or added to without the express written approval of the City Administrator with the approval of the City Council.

The City Administrator may make administrative policies for matters that are not covered or addressed in this handbook insofar as the policies are consistent and are not in violation with any rules or procedures set forth in this handbook.

* It is always the City's intent to comply with all applicable laws. In the event anything in this Handbook is found contrary to applicable law, the applicable law will control.

102 CITY GOVERNMENT

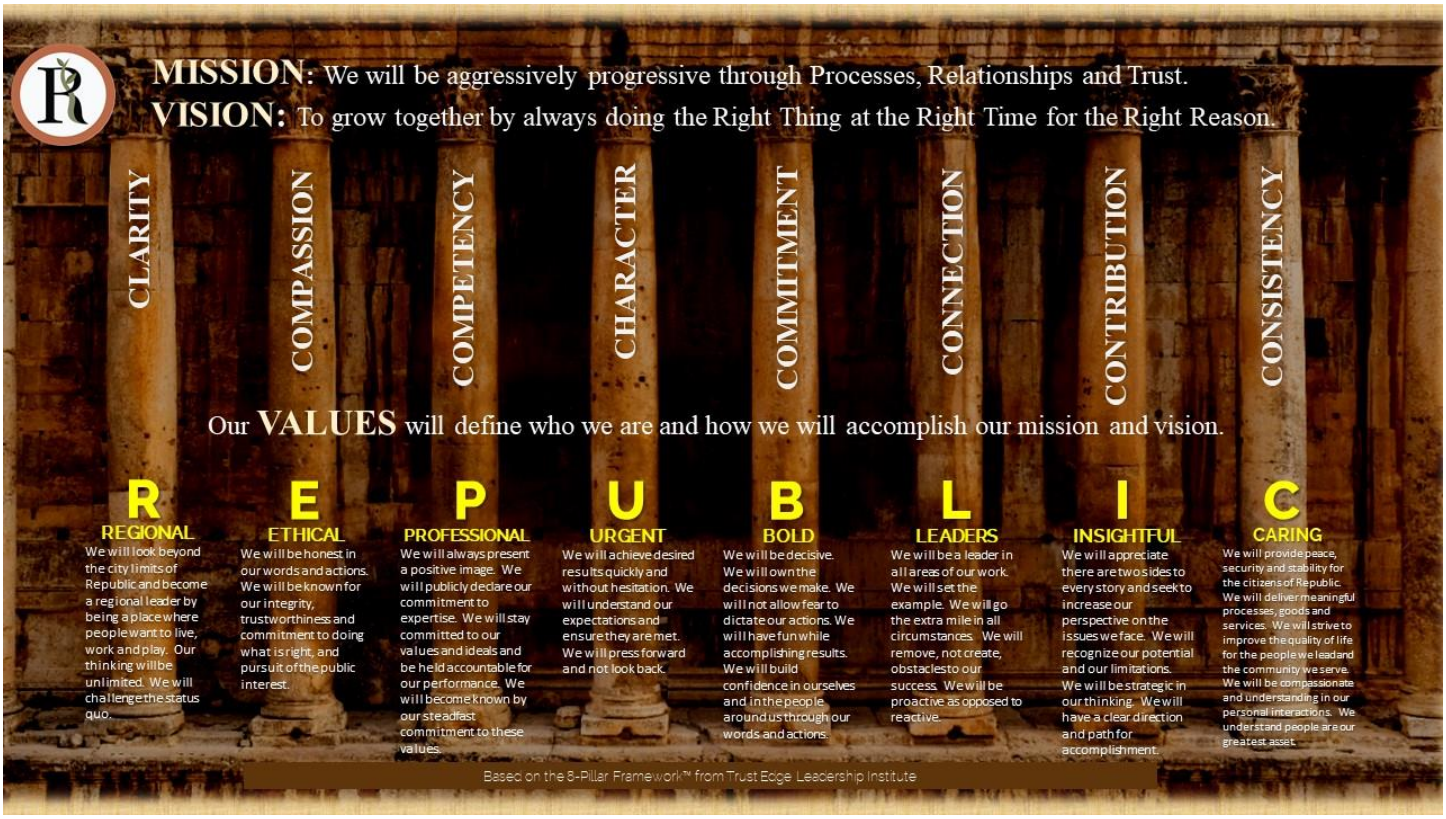
The City of Republic is a Home Rule Charter City with a Mayor – City Council form of government. The City Administrator is the chief administrative officer and is appointed by the Mayor with the advice and consent of a majority of the entire City Council. He is responsible for overall management and operation of City government. The City Council is the supreme legislative and executive body of municipal government. The Council is composed of eight members who are elected for two-year terms. Each council member is elected from one of four wards; the Mayor is elected at large and presides at Council meetings and is the head of the City for all legal and ceremonial purposes. Executive power of the City is vested in the Mayor.

103 HIRING

The Republic City Council adopts during the annual budget review the total number of employees and annual salary ranges for each City employee position.

The City Administrator will hire all City employees unless he/she delegates the hiring to Department Directors.

104 MISSION, VISION, & VALUES STATEMENTS



MISSION STATEMENT

We will be aggressively progressive through **Processes**, **Relationships**, and **Trust**.

VISION

To Grow Together by always doing the Right Thing, at the Right Time, for the Right Reason.

VALUES

Regional - We will look beyond the City limits of Republic and become a regional leader by being a place where people want to live, work and play. Our thinking will be unlimited. We will challenge the status quo.

Ethical - We will be honest in our words and actions. We will be known for our integrity, trustworthiness and commitment to doing what is right, and pursuit of the public interest.

Professional - We will always present a positive image. We will publicly declare our commitment to expertise. We will stay committed to our values and ideals and be held accountable for our performance. We will become known by our steadfast commitment to these values.

Urgent - We will achieve desired results quickly and without hesitation. We will understand our expectations and ensure they are met. We will press forward and not look back.

Bold - We will be decisive. We will own the decisions we make. We will not allow fear to dictate our actions. We will have fun while accomplishing results. We will build confidence in ourselves and in the people around us through our words and actions.

Leaders - We will be a leader in all areas of our work. We will set the example. We will go the extra mile in all circumstances. We will remove, not create obstacles to our success. We will be proactive as opposed to reactive.

Insightful - We will appreciate that there are two sides to every story and seek to increase our perspective on the issues we face. We will recognize our potential and our limitations as we will be strategic in our thinking. We will have a clear direction and path for accomplishment.

Caring - We will provide peace, security and stability for the citizens of Republic. We will deliver meaningful processes, goods and services. We will strive to improve the quality of life for the people that we lead and the community we serve. We will be compassionate and understanding in our personal interactions. We understand that people are our greatest asset.

In 2020, the City implemented the Trust Edge Experience©, which further establishes the foundation for our Mission, Vision and Values through the 8-Pillars of trust, which are: Clarity, Compassion, Character, Competency, Commitment, Connection, Contribution and Consistency.

105 DEPARTMENT POLICY

Specific written personnel policies of any department which are not less restrictive than the overall personnel policy of the City will be considered as part of this Employee Handbook, but applicable only to that department and upon that policy being approved by the City Administrator.

The City Administrator shall have the authority to establish administrative policies that may be applicable to all departments which are not less restrictive than the overall personnel policies of the City. Such administrative policies shall be considered as part of this Employee Handbook.

106 ADMINISTRATION OF THE RULES

The City Administrator directs the administration of the personnel policies established by this handbook. The City Administrator shall from time to time recommend to the Mayor and the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations. The provisions of the rules may be revised or amended in the same manner in which they were originally adopted.

If a change in policy is mandated by court order, or state or federal law, the City Administrator may make the required change in compliance with the requirements of the law or order.

In the absence of the Human Resource Director, the City Administrator may appoint a designee to assist in managing the personnel policy of the City of Republic.

107 POSITIONS COVERED BY THE RULES

This handbook supersedes all previous Personnel Policy publications.

108 UNCLASSIFIED SERVICES

Unclassified positions shall include the City Administrator, Assistant City Administrator, Chief of Staff, City Attorney, City Clerk, Finance Director, BUILDS Administrator, Police Chief, Fire Chief, Deputy Fire Chief, Municipal Judge, Parks and Recreation Director, Assistant Director of Parks and Recreation, Information Systems Director, Human Resources Director, and other technical or supervisory personnel deemed appropriate and those who may be employed in an advisory capacity. Unclassified service employees may be removed from employment by the appointing authority for any reason, or no reason, without right to appeal or hearing.

109 CLASSIFIED SERVICES

Classified services include all full-time and part-time positions not specifically included by this handbook in the unclassified services. All positions in the classified service shall be filled only in accordance with the classification plan, compensation plan, and in compliance with all other rules provided for in this handbook. Classified service employees without status may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

110 DEFINITIONS

The definitions shall have the meanings indicated throughout these rules except where the context clearly indicates otherwise.

Appointing Authority: The City Administrator or a designee of the City Administrator, or any person or group of persons having the power by virtue of ordinance or other lawfully delegated authority to make appointments to positions in the municipal service.

Demotion: The movement of an employee from a position in one class to a position in another class having a lower maximum pay rate.

Grade: The pay range for each class of positions.

Probationary Period: The first six (6) months of service following appointment or promotion to any position to determine fitness by performance of the duties of the position to which the employee has been appointed. The probationary period may be extended as set forth herein. The employee serving a probationary period, may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Original Appointee: An employee who is the recipient of an original appointment as defined herein.

Original Appointment: An employee's initial appointment to municipal service for their current period of continuous service and for which there shall be served an initial probationary period, unless otherwise specified herein.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time, part-time, contractual, seasonal or temporary employment of one person.

Full-Time Employee: Employees who are not in a contractual, seasonal, temporary or probationary status and who are regularly scheduled to work at least 40 hours per week.

Part-Time Employee: Employees who are not in a contractual, seasonal, temporary or probationary status and whose normal assigned work hours are less than forty (40) hours per week, while not exceeding 1500 hours in a calendar year, and for which certain portions of this policy may or may not apply as specifically set out herein. Part time employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Contract Employee: An employee working in a position not authorized as a full-time or part-time employee in the City's budget, filled on a temporary basis, but not limited to a specific duration, involving a written agreement between the employee and the City. Contract employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Seasonal Employment: A position filled for a specific season or cyclical work program such as mowing, summer operations, etc. Once the season has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six (6) month period established by the City. Seasonal employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Temporary Position: A position filled to assist with an established project, internship or to address another staffing need. Such assignments are not intended to continue on a career basis and do not have expectations of regular full-time employment or assignment. Such positions shall not exceed more than 29 hours during any work week or 1500 hours of pay in any continuous twelve (12) month period. Temporary employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Promotion: The movement of any employee from a position of one class to a position of another class having a higher maximum pay rate.

Relatives: Spouses, children, wards, grandchildren, parents, grandparents, siblings including step, half, or in-laws. Unless specified elsewhere in the this policy.

Status: The acquisition of tenure, with all rights and privileges applicable thereto, by a full-time or part-time employee in the classified service after satisfactory completion of the probationary period.

Step: The incremental increases in pay rates within a single pay grade that may be awarded to employees contingent upon the employee's satisfactory performance and the availability of funds.

Transfer: The movement of an employee from one position to another position within the same class.

SECTION 2

EMPLOYMENT

201 NO CONTRACT OF EMPLOYMENT

Employment with the City is voluntarily entered into, and the policies set forth in this handbook are not intended to create a contract of employment, nor are they to be construed to constitute a contract of employment between the City and any of its employees. The provisions of the handbook have been developed at the discretion of management and may be amended or canceled at any time, at the City's sole discretion. A contract of employment can only be entered into by a written contract, setting a definite term of employment, signed by the City Administrator or the Mayor.

202 EMPLOYEE RELATIONS

The City believes that the work conditions, wages, and benefits it offers its employees are competitive with those offered by other employers and municipalities in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their immediate Supervisor, Department Director, or the Human Resource Department.

203 EQUAL OPPORTUNITY EMPLOYMENT/ANTI-HARASSMENT

The City is an equal opportunity employer. As such, and in accordance with applicable law, the City will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity, age, status as a qualified individual with disability, status as a protected veteran, genetic information or any other trait protected by law.

The City's policy against discrimination also prohibits harassment of applicants and employees. As used in this policy, harassment refers to conduct, gestures, comments, slurs, jokes, pictures, cartoons, texts, IM (instant messages) and other material which would be unwelcome and offensive to a reasonable person.

The City will not retaliate against any employee for cooperating in any investigation, or for making a good faith complaint under this policy or bringing a situation to the City's attention in good faith. The City also will not tolerate retaliatory conduct by any employee. Any employee who believes he/she has been retaliated against is urged to make a report or complaint under this policy.

204 REASONABLE ACCOMMODATION

The City will comply with applicable laws requiring reasonable accommodation of a qualified individual with a disability. Anyone in need of an accommodation should promptly contact the Human Resource Department and make a formal request for accommodation. Please refer to Administrative Policy for additional information.

205 JOB POSTING/RECRUITMENT

The approval of a request to fill a vacancy by the Department Director may cause the initiation of the posting or advertisement of the position vacancy. The position may be posted internally, with no external advertisement. Job postings deemed open competitive will be posted for a minimum of seven (7) calendar days with external advertising at the department's discretion. Some positions may be posted as 'Open Until Filled' for more difficult to fill positions. Other posting strategies may be implemented by the Human Resources Department to allow for the most efficient recruitment process and/or to allow for effective recruitment of applicants

206 APPLICATION

Applications and résumés will not be accepted for a position where a position vacancy has not been posted. Applicants will not be considered for a posted position unless a City application is on file. An application must be submitted for each individual position being applied for.

207 HIRING OF RELATIVES/NEPOTISM

Per the Missouri Constitution, a public employee that, by virtue of his employment, names or appoints to public employment a relative within the fourth degree, by blood or marriage, forfeits his employment.

The employment of relatives in the same area of an organization can cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

No employee of the City of Republic may supervise or be supervised by a family member. This policy applies to any relative, within the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will be asked to decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

However, in order to retain trained and qualified employees and to maintain avenues of promotion for current employees, the City Administrator may approve situations in which an employee will supervise a family member either directly or indirectly. Should such a situation be approved, it may be terminated without notice, at any time and for any reason, by the City Administrator. No member of the family of the City Administrator or any elected official will be hired for any regular full-time position in City employment.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

Unless specifically specified, for purposes of this policy, relatives are defined to include spouses, parents, grandparents, children, grandchildren, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters, and stepchildren. This policy also applies to individuals who are not legally related but who reside with another employee.

208 PRE-EMPLOYMENT SCREENING

To help assure that employees are able to perform their duties safely, a post-offer medical examination, drug testing, background investigation and any other tests deemed appropriate will be utilized to determine qualifications.

After a job offer has been made to an applicant, a health professional of the City's choice will perform a medical examination and/or a drug test at the City's expense. The offer of employment and assignment to duties is contingent upon completion to the City's satisfaction of the post-offer requirements. Current employees may be required to take medical examinations or drug tests to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

209 U.S. CITIZENSHIP & IMMIGRATION SERVICES

The City of Republic is an E-Verify employer. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees in the United States. For more information, visit the USCIS website: http://www.uscis.gov/e-verify/employees

210 CONFLICTS OF INTEREST

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your Department Director for more information or if you have questions regarding conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the City Council. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refer to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purpose of this policy, a relative is defined to include spouses, parents, grandparents, children, grandchildren, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters and stepchildren. This policy also applies to individuals who are not legally related but who reside with another employee.

No "presumption of guilt" is created by the mere existence of a relationship with an outside firm. However, if an employee has any influence on any transaction involving a purchase, contract, or lease, it is imperative that he or she disclose to the City Administrator as soon as possible the existence of any actual or potential conflict of interest so the safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City.

211 OUTSIDE EMPLOYMENT

Subject to the City's prior approval, employees may hold outside employment as long as they meet the performance standards of their job with the City. All employees will be subject to the City's scheduling and performance demands, regardless of any existing outside work requirements.

Employees desiring an outside job while employed by the City must request approval for additional employment **in writing** to their Supervisor. The Department Director and the City Administrator (if needed) will review the outside job for potential conflict of interest. Any conflict must be resolved to the satisfaction of the City Administrator or his/her designee.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from any individual or entity for any material produced or service rendered while performing City employment, except for their official salary and benefits. If the City Administrator determines that an employee's outside work interferes with his or her ability to meet the performance requirements of City employment as established or modified by their Supervisor, Department Director or City Administrator, the employee may be asked to terminate the outside work in order to retain City employment.

Approval of outside employment is subject to review and revocation at any time should performance or conflict issues become apparent.

212 RESIDENCY REQUIREMENT

Residency requirements will be specified within the job description(s) of designated personnel.

New employees not residing within the applicable limit shall have one (1) year to obtain qualifying residency, as determined by the City Administrator, from their date of hire, unless otherwise specified.

Based on extraordinary circumstances these residency requirements may be modified by the City Administrator on a case-by-case basis. The Administrator will notify the City Council of any approved modifications.

213 POLITICAL ACTIVITIES

Please see Administrative Policy for details pertaining to political activity.

SECTION 3

EMPLOYMENT STATUS AND RECORDS

301 EMPLOYMENT APPLICATIONS

The City relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Applications for all positions shall be directed to Human Resources unless notice is given to do otherwise.

302 EMPLOYMENT CATEGORIES

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility accordingly.

Each employee is designated as either Non-exempt or Exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provision of federal and state laws. Exempt employees are not entitled to overtime pay under federal and state wage and hour laws. An employee's Exempt or Non-exempt classification may be changed only upon written notification from City management.

FULL-TIME employees are those who are not in a temporary, contractual, seasonal, or probationary status and who are regularly scheduled to work at least 40 hours per week. Generally, full-time employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not in a temporary, contractual, seasonal, or probationary status and who are regularly scheduled to work less than 40 hours per week while not exceeding 1500 hours in a calendar year.

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position with the City is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification. See section 303 for additional information on this status.

TEMPORARY employees (including seasonal) are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees receive only legally mandated benefits such as Social Security and Worker's Compensation Insurance.

CONTRACTUAL employees are those working in a position not authorized as a full-time or part-time employee in the City's budget, filled on a temporary basis, but not limited to a specific duration, involving a written agreement between the employee and the City. Contractual employees receive only legally mandated benefits such as Social Security and Worker's Compensation Insurance.

303 PROBATIONARY PERIOD

The probationary period is intended to provide new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance. The employee may receive additional compensation for extraordinary performance at the conclusion of their probationary period with City Administrator approval. Either the employee or the City may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice and without appeal rights. New and rehired employees work on a probationary basis for the first six (6) months after their date of hire. Some positions (i.e. Sworn Police/Fire) may have a probationary period of one (1) year.

Employees who are promoted or transferred within the City must complete a secondary probationary period of the length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If the City determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period up to an additional six (6) months.

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

304 ACCESS TO PERSONNEL FILES

The City maintains a personnel file on each employee. The personnel file contains such information as the employee's employment application, resume, records of training, documentation of performance appraisals and pay adjustments, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisory and management personnel of the City who have a legitimate reason to review information in a personnel file are allowed access. Employees may review their own personnel file in the office of the Human Resource Department and with an individual from the Human Resource Department.

305 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify his or her Department Director of any changes in personal mailing address, telephone number, marital status, number of dependents for tax withholding or insurance purposes, emergency contacts, and educational accomplishments.

306 WAGE ADMINISTRATION PROGRAM

Definition. The Wage Administration program is a method for classifying positions. It is divided into two distinct programs, the Compensation Program, which deals with pay issues, promotions, and performance reviews, and the Classification System, which deals with wage ranges, job descriptions, and classification of positions.

The Wage Administration program is not binding, and shall not be read as creating vested rights in any person, or as creating a contract of employment between any employee and the City.

Compensation Program. The foundation of the compensation program is the "Wage Plan", which lists all jobs in their assigned salary range pay schedule. On an annual basis, as part of the budget process, the wage plan should be reviewed by Department Directors, Human Resources, and the City Administrator. Any proposed changes to the plan should be forwarded to the City Administrator for consideration and, if recommended by the City Administrator, submitted to the City Council for approval. If approved by the City Council, the wage plan should apply to all (regular part-time and full-time) jobs in the City for the following calendar year, or until changes are approved/made, or a new plan is adopted by the City Council. Any changes requested during the year should follow the same approval process.

Pay Rates for New Employees. It is the intent that the starting wage for a new employee should be based upon qualifications and experience as well as budgetary considerations. Offers above the minimum range should only be made when the selected candidate exceeds the minimum qualifications stated in the job description, and has been determined the best fit for the position.

New Hire Raises and Reviews. At the discretion of the employee's Department Director, upon completion of the employee's first six months as a new full-time employee, or in a new position following a transfer or a promotion, the

employee may be given a pay increase. The Department Director's request for a pay increase should be accompanied by a written performance review and subject to City Administrator approval. The effective date of the pay increase, if given, should be at the beginning of the pay cycle in which the employee's probationary period ends. Contractual, and temporary (including seasonal) employees are not eligible for a six-month increase.

Annual Performance Adjustments. The City Administrator and the City Council, annually, will approve the funding of step/pay increases within the preparation of the annual budget.

Employees whose performance is consistently below average and receive an unsatisfactory evaluation, will not receive their step/pay increase. Contrary, employees whose performance is evaluated as consistently "Exceeding Expectations" may be eligible to receive a multiple step or additional pay increase with approval from the Department Director and/or City Administrator.

Each department is typically given a determined annual increase as part of the annual budget process approved by the City Council. That budget is the guideline used to determine pay/step increase(s). Employees who are at the maximum of their grade assignment are not eligible for a pay increase.

Leaves of Absence. If an employee's anniversary date falls during a paid time off, the Department Director may process and implement the pay increase on the effective date, and the performance review should then be given to the employee upon return.

Special Adjustments. The City Administrator has authority to approve raises as a special pay adjustment when deemed appropriate for reasons such as demonstration of outstanding performance, competitive market factors, compression issues, etc. Special pay adjustments are not designed for routine or standard practices or events. Graduation from school, completion of training programs, or meeting normal expectations, is not grounds for special adjustments. The performance should be truly outstanding and above and beyond the expectations of the job.

A detailed written recommendation must be forwarded to the City Administrator, outlining the reasons for the salary adjustment. Employees at the maximum of their wage range are not eligible for special adjustments unless pertaining to a grade adjustment.

Cost of Living Adjustments. Each year the City Administrator may decide whether inflation warrants a recommendation be presented to the City Council for a Cost of Living Adjustment (COLA). The recommendation should normally be based on a Consumer Price Index (CPA) for the most recent rolling twelve months. If recommended to and approved by the City Council, the COLA should be applied equally to all Full-time and Part-time employee wages except those of elected officials, and should be effective at the beginning of the designated payroll. Temporary and seasonal employees are not eligible for COLA increases.

Promotions. Promotions are defined as advancements to a position of a higher wage range where the duties and responsibilities are significantly different and greater; e.g., advancement from Police Officer to Police Sergeant. Department Directors should consider the wages of other employees already in the job classification when considering an employee for promotion, whether the promotion is of an internal department employee or a transfer from another department. When an employee is promoted to a higher-graded position, the employee will typically advance to the step closest to providing a 10% increase in pay (+/-) without exceeding the maximum within the new grade/pay range. Additional compensation is subject to City Administrator approval. Department directors should have a consistent policy in place outlining promotional process particulars.

Administrative Upgrades. It may become necessary from time-to-time for the City to conduct internal or external wage reviews and make administrative changes or upgrades to the wage ranges. These changes must first be approved by the City Administrator. Some changes may include step/grade realignment or adjustments to the classification of a position.

Lateral Transfers. If an employee transfers laterally to a job in the same wage range as currently held, whether wi outside of his/her department, there should be no change in pay, and the employee's anniversary date should not change. The employee's former Supervisor should complete a written performance review at the time of the transfer to close out the period in the former position.

Voluntary Transfers to Lower Paid Position. If an employee requests a voluntary transfer to a position in a lower graded position, their wage will correspond to the step providing the smallest decrease in pay. To guard against compression problems that may be created with the wages of other employees, Department Directors should take into consideration the wages of other employees already in the department, and also the candidate's current anniversary date. The employee's transfer date should become his/her new anniversary date for the purpose of determining the timing of future pay adjustments. A performance review should be completed to close out the period in the former position.

Involuntary Transfer to Lower Position. If an employee is unable to fulfill the duties of their present position for any reason, and it appears that the employee may be able to perform satisfactory in a position with a lower wage range, the Department Director may offer the employee the option of accepting a demotion to such a position (in lieu of termination) if a vacancy exists. In most cases a reduction in wages should accompany the reduction in position. If a reduction occurs, the employee's transfer date should become the new anniversary date for determining future pay increases. A performance review should be completed to close out the period in the former position.

Classification System. The Classification System provides an inventory of the positions in the City of Republic. Each position should be assigned a specific grade assignment identified in accordance with the written job description. Some positions (i.e. Department Directors) will be assigned a salary range.

Job Descriptions. All job descriptions should include the essential functions of the job, and the minimum requirements or qualifications needed to perform those essential functions, such as education, work experience, physical requirements, or other factors. The information contained in the job description should help determine the appropriate grade assignment for the position. A set of job descriptions for all positions in the City should be maintained in the Human Resources office.

Classification of Positions. For newly proposed positions, the Department Director should submit to Human Resources for review and signature: (1) a draft of the job description, (2) a narrative description of the reasons for the changes proposed, (3) the recommended grade assignment, and (4) an organizational chart if the organizational structure will be impacted in any way. The proposal should be forwarded to the City Administrator for consideration. The proposal should be incorporated into the pay schedule for the current fiscal year and should normally be submitted and considered as part of the annual budget process. Ideally, requests should be submitted to the City Administrator by mid-August, in order to allow time to determine the appropriate salary range and cost factors, prior to submitting the final proposal.

Reclassification of Positions. Department Directors may submit a request for a reclassification of a current position in their department at any time. The reclassification may be requested because the position is thought to have been incorrectly classified originally, or because a substantial change is thought to have occurred in the duties and responsibilities assigned to the position. Whether or not there is an incumbent in the position at the time, the decision as to whether a reclassification is appropriate should be based on the overall level of responsibility for the position, not on the qualifications of any incumbent. The Department Director should work with Human Resources, following the steps outlined above. Requests for reclassifications of positions from non-exempt to exempt must be evaluated in accordance with Fair Labor Standards Act which establishes criteria for which positions properly are exempt. When a position is reclassified to a higher grade assignment, the employee will typically advance to the step closest to providing at minimum a 5% increase in pay (+/-) without exceeding the maximum within the defined pay range. Additional compensation is subject to City Administrator approval. When a position is reclassified to a lower grade and the position has a current incumbent, the employee will advance to the step providing the smallest decrease in pay.

Part-Time Positions. Part-time positions should be assigned to appropriate pay ranges by the Department Director, in conjunction with the Human Resources. Employees in those positions may be eligible for annual performance increases and COLAs.

Temporary Positions. Temporary positions should be used as needed, and only as budgeted and approved. These positions should be assigned to appropriate pay ranges by the Department Director, in conjunction with Human Resources. For both first time and rehired seasonal employees, the pay rate should be determined at the start of each season or assignment staying within the amount budgeted by the department for that year.

Reorganizations. In the event of a proposed reorganization, the Department Director should submit to Human Resources for review and signature: (1) a proposed organizational chart, (2) updated job descriptions of any jobs being impacted by the reorganization, and (3) a narrative description of the reasons for the reorganization. The proposal should then be forwarded to the City Administrator for approval.

307 PERFORMANCE EVALUATION

Probationary Evaluation: Supervisors and employees are strongly encouraged to discuss job performance and goals on an routine basis. Evaluations are to be conducted at the end of an employee's probationary period in any new position. This period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance expectations of the new position.

Annual Evaluation: Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive purposeful approaches for meeting goals.

308 EMPLOYEE REFERENCE CHECKS

Occasionally third parties will inquire into a current or former employee's employment history with the City.

Any and all requests for information, either verbal or written, are to be forwarded to the Human Resource Department. No information regarding an individual's employment with the City is to be released by any City employee unless exceptions apply. The Human Resource Department will respond to verbal inquiries with dates of employment and position held. Written requests will be responded to as described by the Missouri Sunshine Law.

309 APPOINTMENTS

Upon completion of all applicable testing, screening and the interview process, the Department Director shall recommend to the City Administrator or designee the most qualified applicant to fill the existing vacancy. Upon approval by the City Administrator or designee, the Department Director shall proceed with an offer of employment.

When the appointing authority finds it essential to fill a position, the City Administrator may authorize to fill by provisional appointment. A provisional appointment shall expire once the position is filled or shall not exceed one (1) year.

310 REHIRE

Any employee who has been separated from municipal service with the City of Republic and who later makes an application for employment shall be subject to the same selection procedure as other applicants and will not be entitled to any benefits or accruals from prior service unless such application occurs within one (1) year of leaving the City service due to a lay-off situation.

Employees who leave the City for cause, will not be eligible for rehire.

311 RESIGNATION/TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation – voluntary employment termination initiated by an employee. (Employees are urged to give at least 2 weeks written notice to their Department Director)

Dismissal – involuntary employment termination initiated by the organization for disciplinary or non-disciplinary reasons

Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Employees will receive their final pay in accordance with applicable state law. Employees are responsible for all property, materials, or written information issued to them or in their possession or control.

Employees must return all City property immediately upon request or upon termination of employment. Exiting employees may be asked to complete an exit interview with the Human Resources Department.

SECTION 4

BENEFITS

401 EMPLOYEE BENEFITS

All full-time eligible employees are provided a wide range of benefits, which may include:

Health, Dental, and Vision Insurance
Bereavement Leave
Citizenship Leave
Group Health Continuation Coverage (COBRA)
Employee Assistance Program
Family Medical Leave
Paid Holidays
Life/Accidental Death & Dismemberment Insurance
Long-term Disability
Short-term Disability
Sick Leave
Vacation

Some benefit programs require contributions from employees, with a percentage being paid by the City. The City may revoke, suspend or discontinue any benefit provided herein with or without notice to the employee. Contact Human Resources for additional information.

As previously noted, the benefits described in this handbook are governed by formal insurance policies or written benefit plan, as well as an accompanying summary plan description. In the event of any conflict between the benefit descriptions in this handbook and the formal insurance policy or written benefit plan and summary plan description, the formal insurance policy or written benefit plan and summary plan description will control.

402 HEALTH INSURANCE

The City's health insurance program typically consists of major medical coverage, dental coverage, and vision coverage. Eligible employees may select among these individual coverages.

Full-time employees are eligible for the City's medical insurance program is typically within the first 30 days of employment. Eligible employees can also choose to enroll their legal dependents in the health insurance program in accordance with the terms of the program. Eligibility will be dependent upon the Carrier requirements.

403 VACATION BENEFITS

The City values the well-being of their employees and will make every effort to not contact employees while on vacation. Employees are encouraged to enjoy their freedom from work during their time off.

Vacation time is intended to benefit the employee and serve as a time of mental and physical refreshment; therefore, employees are encouraged to use their vacation time.

Vacation time is determined for full-time employees by length of continuous service. Accrued vacation leave may be used after thirty (30) days of employment with the City. The accrual schedules are as follows:

Please note, monthly accruals may slightly vary depending on accrual schedule and software capabilities

All City Staff (excluding those specified in the following Subsections) includes Police Administrative Personnel, i.e., Administrative Assistant, PSR, Investigations Property and Evidence Specialist)

	Monthly	Yearly	Maximum
Length of Service	**Accruals**	**Accruals**	**Accruals**
0-1 year of service	3.34 hours	40 hours	40 hours
1 year - 4 years of service	6.67 hours	80 hours	160 hours
4 years - 9 years of service	10 hours	120 hours	240 hours
9 or more years of service	13.34 hours	160 hours	320 hours

Full-time Commissioned Police Personnel

	Monthly	Yearly	Maximum	Maximum Payout upon
Length of Service	**Accruals**	**Accruals**	**Accruals**	**Separation**
0-1 year of service	12 hours	144 hours	144 hours	50 hours
1 year - 4 years of service	15.34 hours	184 hours	348 hours	200 hours
4 years - 9 years of service	18.67 hours	224 hours	428 hours	300 hours
9 or more years of service	22 hours	264 hours	508 hours	400 hours

*Accruals include holiday hours for working continuous operations.

Full-time Fire Employees Working 24 Hour Shifts

	Monthly	Yearly	Maximum	Maximum Payout upon
Length of Service	**Accruals**	**Accruals**	**Accruals**	**Separation**
0-1 year of service	13.34 hours	160 hours	160 hours	70 hours
1 year - 4 years of service	18 hours	216 hours	412 hours	280 hours
4 years - 9 years of service	22.67 hours	272 hours	524 hours	420 hours
9 or more years of service	27.34 hours	328 hours	636 hours	560 hours

***Accrual based on average 56 hour work weeks and includes holiday hours for continuous operations**

Executive Leadership

Team

	Monthly	Yearly	Maximum
Length of Service	**Accruals**	**Accruals**	**Accruals**
0-1 year of service	6.67 hours	80 hours	80 hours
1 year - 4 years of service	10 hours	120 hours	240 hours
4 years - 9 years of service	13.34 hours	160 hours	320 hours
9 or more years of service	16.67 hours	200 hours	400 hours

For the purpose of the above accruals, the Executive Leadership Team shall consist of the City Administrator, Assistant City Administrator, Chief of Staff, City Attorney, City Clerk, Finance Director, BUILDS Adminstrator, Police Chief, Fire Chief, Community Development Director, Parks and Recreation Director, Human Resources Director, Information Systems Director, Public Information Officer. Additional positions may be added at the direction of the City Administrator.

Any employee discovered misusing the vacation leave privileges will be subject to disciplinary action.

Sick/emergency leave will not be substituted for scheduled vacation leave unless approved by the Department Director.

In any case where an employee is separated from service, the employee shall receive the full amount of his/her vacation leave accrued, not to exceed the accrual maximum or maximum payout accrual (whichever applies), at the time of separation.

In the event of an employee's death, the full amount of vacation accrual or maximum payout accrual (whichever a and any other compensation due to the deceased employee will be paid to the person(s) legally entitled to receive such compensation.

404 HOLIDAYS

All full-time employees are entitled to the following paid recognized holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. President's Day
4. Good Friday – Friday before Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day – 2nd Monday in October
9. Veterans Day
10. Thanksgiving
11. The day after Thanksgiving
12. Christmas Eve
13. Christmas Day

Other religious holidays not formally recognized by the City may be granted by the City Administrator on a case-by-case basis.

Any recognized holiday that falls on a Saturday will be observed the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Any employee may be scheduled to work on a recognized holiday if the need arises.

If a non-exempt employee works on a recognized holiday, the employee will receive holiday pay plus wages at one and one-half times his or her straight time rate for the hours worked on the holiday; **except** uniformed police and fire department employees whose holiday pay is included in their base pay and figured into vacation accruals. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Despite the above statements regarding recognized holidays, state law provides that Uniformed Employees, other than exempt employees, work as scheduled by the Department Director (that is, without regard to the recognized holidays).

405 FREEDOM LEAVE

In keeping with our commitment of maintaining a work-life balance, Leadership Team, as well as other identified exempt positions, will be required to take an annual leave from work, without contact (via email, text, etc.) to staff regarding city business. This leave allows the employee to focus on priorities outside of their work commitments and imposes an opportunity to rest and recharge as an effort to curb burnout and/or sustain results. This leave allows for succession planning as well as proactive due diligence. This leave is considered a privilege and is subject to the guidelines outlined in the Administrative Policy.

406 SICK LEAVE BENEFITS

The sick leave policy is designed to provide full-time employees with paid time off for personal illness or injury, or the illness/injury of an immediate family member. This benefit is intended to help eligible employees maintain a stable base pay during short periods of non-occupational illness or injury.

Full-time employees accrue approximately eight (8) hours of sick leave for every full month of service. Full-time sworn fire employees working a 56-hour work-week will accrue approximately twelve (12) hours of sick leave for every full month of service.

If an employee is frequently absent, or out for more than three consecutive days, he or she may be required to provide their Department Director with a physician's statement confirming the illness or injury, and that he or she is released to return to work. The Department Director will forward the return-to-work slip to the Human Resource Department to be kept in the employee's medical file. If warranted, the Department Director may require a physician's statement more frequently.

Sick leave may only be used for an employee's own or an immediate family member's illness, or medical/dental appointments. Immediate family, for the purpose of sick leave, is defined as a parent, spouse or child (or guardianship) or in event the family member is residing with the employee. Any exception will require department director and/or HR approval.

Sick leave continues to accrue while an employee is on FMLA leave or other leave of absence. An employee may carryover accrued but unused sick leave from one calendar year to the next. The maximum accumulation is 720 hours.

If an employee has been employed for the entire calendar year in a full-time position and does not use any sick leave hours within that calendar year; then the employee will be awarded sixteen (16) hours of vacation time at the beginning of the following calendar year. If the employee uses eight hours or less (or one shift or less) of sick leave within that calendar year, then the employee will be awarded eight (8) hours of vacation time at the beginning of the following year.

Upon separation from the City's service, accrued sick leave shall not be paid.

In the event of a local, state or national disaster, (i.e. pandemic), mandated sick leave will be paid in accordance with federal/state/local regulations and/or recommendations.

Misuse of Sick Leave

Sick leave is not an entitlement for extra days off, but a benefit to be used only in time of need.

At all times, employees are expected to give honest and truthful reasons for absences. "Calling in sick" and using sick leave for reasons other than that which are outlined under these guidelines can result in disciplinary action, up to and including termination of employment.

407 OTHER LEAVE(S) OF ABSENCE

Full time employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances. The employee will be responsible to pay their portion of all benefits while out.

All regular, full time employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved.

Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned fr or her employment. Extensions of leave will only be considered on a case-by-case basis.

Not reporting to work and not calling to report an absence is considered 'no-call/no-show' and is a serious matter. The first instance of a no call/no show will result in a written warning. The second separate offense may result in further disciplinary action. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

Administrative Leave

IAdministrative Leave with pay may be approved by the City Administrator or designee.

408 CITIZENSHIP LEAVE

The City encourages all employees to fulfill their civic responsibilities by performing jury duty or witness duty when required. Employees must present a copy of the jury or witness duty summons to their Supervisor as soon as possible to allow adequate time to make accommodations for the absence. Employees are expected to report for work when the court schedule permits.

The employee's pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The City will continue to provide the employee's benefits for the full term of the jury duty absence.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

The City also encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, the City will grant up to two hours of paid time off to vote.

Employees should request time off to vote from their Supervisor prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

409 CONTINUATION COVERAGE (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries covered by the City's health insurance program the opportunity to continue that coverage after a qualifying event would normally result in the loss of eligibility. The City will follow all applicable laws with regard to COBRA notification.

410 BEREAVEMENT LEAVE

It is the City's intent to allow full-time employees 24 hours of paid bereavement leave for the death or imminent death of an immediate family member. If extenuating circumstances or additional travel is involved, the Department Director and/or City Administrator may grant additional paid time in addition to the bereavement leave. Department Directors may grant leave of one scheduled work shift for an eligible employee to serve as a pallbearer at or attend a funeral of someone not within the immediate family.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, shift differentials, etc.

For purposes of bereavement leave, the City defines "immediate family" as the employee's spouse, child, parent, grandparent, grandchild or sibling; the employee's spouse's child, parent, sibling, grandparent or grandchildren; the employee's child's spouse, grandparents or grandchildren. Relationships of 'step', 'in-laws' or guardianship are included. Exceptions may be approved by the discretion of the Department Director. The employee's supervisor or Department Director may require any employee taking bereavement leave to document the need for such leave by providing an obituary or other certification.

In the event of death of a City employee, employees of the City may be leave for attendance at the funeral, the Department Director will be responsible for appropriate scheduling.

411 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE POLICY

All requests for use of the Family Medical Leave Act of 1993 (FMLA) by employees shall be in accordance with the provisions of the Act. Eligible employees will be entitled to family leave in accordance with the Act. The Human Resources Department is authorized to take whatever steps it deems necessary to administer the Act.

Amount of Leave

If properly requested, the City will grant an eligible employee up to 12 weeks of unpaid leave during a 12-month period. However, an eligible employee may take 26 weeks of leave during a single 12-month period to care for a Covered Service Member. Any such 26 weeks would also include any other leave(s) taken under this policy for any reason.

For computing purposes, the City will use the 12-month period measure forward from the date any employee's leave begins.

In addition, an employee on FMLA leave may not engage in any other work or employment during the leave without first obtaining the written authorization to do so from Human Resources. Such authorization will not unreasonably be withheld. If an employee on leave engages in other work or employment without such advanced written approval, the employee ordinarily will be considered to have voluntarily resigned his/her employment with the City.

Compensation During Leave

An employee is encouraged to use all accrued leave time during any otherwise unpaid leave granted under this policy for a serious health condition, to care for a Covered Service member, or for bonding purposes. Once the applicable paid time off is exhausted, the remainder of leave is unpaid.

The requirement that accrued paid time off be used during a leave under this policy does not apply to any part of a leave during which an employee is receiving workers' compensation disability benefit payments or short-term temporary disability plan payments. However, an employee may elect to use accrued sick and/or vacation time during such leave to supplement the disability payments.

Group Health Plan Coverage During Leave

During FMLA leave, the City will continue paying any part of the employee's group health plan premium that it was paying prior to the leave initiating, subject to the requirements of this policy and the plan. An employee on leave is responsible for his/her usual portion of the premium. If accrued paid time off work is applied simultaneously with time on leave, the employee's portion of the premium will be made through payroll deductions to the extent paid time off is sufficient to cover the employee's portion of the premium. In all other situations, the employee must pay his/her portion of the premium.

Other Benefits While On Leave

Subject to the terms of the policy or plan, the City will continue to pay the premiums for an employee who has City paid coverage while on leave. The City reserves the right to recover from the employee the cost of such premiums if the employee does not return from leave. For information regarding the amount of premium payments and how and when the employee's premium must be made, contact Human Resources. If the employee's portion of the premium is more than 30 calendar days late, coverage may be lost retroactive to the date the unpaid premium was due.

Miscellaneous

For additional information regarding this policy, contact Human Resources.

412 MILITARY LEAVE

The City will comply with all applicable state and federal laws concerning military leave including the federal law known as the Uniformed Services Employment and Re-employment Rights Act (USERRA). USERRA requires the City to provide certain benefits to most employees who take military leave, that is, a leave from their work at the City to perform "service in the Uniformed Services."

413 FLOATING HOLIDAYS

The City provides all regular full-time and regular part-time employees twenty-four (24) hours per year to be used as Floating Holidays for personal time off. This is paid time off as chosen by the employee with permission of the supervisor.

Floating Holidays for new employees will be pro-rated based on hire date within a calendar year. The following schedule will apply:

- Hire date: January 1 – April 30th - 24 hours personal time given.
- Hire date: May 1 – August 31st - 16 hours personal time given.
- Hire date: September 1st – December 31st - 8 hours personal time given.

Floating Holidays are renewed each January and must be used before December 31st of the same calendar year. Upon separation from the City's service, an employee shall not be entitled to receive payment for any remaining Floating Holidays. Floating Holidays may not be used in lieu of two (2) week written resignation notice.

414 WORKERS' COMPENSATION INSURANCE

The City provides workers' compensation insurance coverage for all employees at no cost to employees. This program covers injuries or illnesses sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Any employee who sustains any work-related injury or illnesses is required to inform their Supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for any injury or illness that occurs during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City. All payments shall be made pursuant to state law.

Missouri's Workers' Compensation Law allows for penalties against employees who use alcohol or non-prescribed controlled drugs. If the workplace injury was sustained in conjunction with the use of the above, Workers' Compensation

Benefits will be reduced. If the use of alcohol or non-prescribed controlled drugs was the proximate or substantia
of the injury, then any Workers' Compensation Benefits will be forfeited.

SECTION 5

PAYROLL AND TIMEKEEPING

501 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. It is the supervisor's responsibility to ensure the accuracy of submitted timesheets.

Non-exempt employees should accurately record the time they:

- Begin and end their work including any split shift.
- Begin and end any meal period.
- Begin and end any departure from work for personal reasons.
- Work overtime.

Overtime work by a non-exempt employee must always be approved by the Supervisor before it is performed. Unless overtime has been approved, or additional straight time work has been approved by the Supervisor in a workweek in which paid time off is used, a non-exempt employee's total hours for the week (including use of paid time off, such as sick, vacation and comp hours as well as hours worked) should total the standard number of hours in the employee's regular schedule. Exception: Major storms, power outages, water/wastewater problems, etc. may require overtime for some who have already taken vacation or sick leave in that workweek who are not already on call. Departments should have specific overtime policies in place.

Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should report to work immediately prior to their scheduled starting time and stay no more than 15 minutes after their scheduled stop time without express, prior authorization from their Supervisor.

Time records shall be entered by each employee, approved by designated supervisor, and forwarded to payroll for processing. Employees may view pay stubs electronically.

If any correction or modification is made to a time record, both the employee and the Supervisor will be notified of the change and to verify the accuracy.

502 PAYDAYS

The work week runs from Sunday to Saturday of each week. Employees will be paid on a bi-weekly basis on each subsequent Thursday following the completion of the two week pay period. If the regularly scheduled payday should fall on an authorized holiday, payday will be on the last workday prior to the holiday.

503 SEVERANCE PAY

The City Administrator, with notification to the City Council, determines any severance benefit for employees whose termination is unrelated to performance. Severance pay benefits will only apply to regular full-time employees.

504 PAY ADVANCES

The City does not provide pay advances.

505 PAY DEDUCTIONS

The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal, state, and local taxes.

Pay deductions may be made if by court order, i.e., garnishments, child support, etc., to repay a debt or obligation to the City or others. Any contributions to the City's LAGERS retirement system, health insurance, ICMA, or other employee paid elected benefits will also be deducted.

506 PAY AND RELATED PROCEDURES

A. FLSA STATUS AND OVERTIME

An employee's wages for time worked may be accumulated or calculated according to two primary methods: hourly or salary.

All non-exempt employees are paid a given pay rate, as determined pursuant to the Compensation Plan, for each hour worked for the City. All non-exempt employees paid on an hourly basis are required to track and record hours worked as determined by departmental protocol.

Human Resources shall periodically analyze positions compensated by salary to determine whether they qualify for FLSA exempt status. Exempt employees are not eligible for overtime pay. Positions classified as exempt shall meet the FLSA standard/duties test as required.

Overtime may be required when necessitated by business operations. If asked to work overtime, employees will be expected to cooperate. Non-exempt employees are eligible to receive overtime pay at a rate in accordance with the Fair Labor Standards Act for all hours physically worked in excess of forty (40) hours in any work week, excluding meal periods and paid leave, unless otherwise required by law. All overtime worked by FLSA non-exempt status employees must be approved by that employee's supervisor.

The few exceptions to the requirements to pay exempt employees on a salary basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other City policies and practices.

- Absences of one or more full days for personal reasons other than sickness or disability (partial days must be paid).
- Absences of one or more full days due to sickness or disability if the employee is eligible for but has exhausted accrued sick leave.
- To offset any payment for jury duty or a witness fee.
- Penalties imposed in good faith for violating safety rules of "major significance" (i.e., rules relating to the prevention of serious danger in the workplace or to other employees).
- Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules applicable to all employees.
- Proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment.
- Unpaid leave taken pursuant to the Family and Medical Leave Act.

Managers or Supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action in accordance with normal procedures.

507 PAY CORRECTIONS

The City takes all reasonable steps to ensure employees receive their correct amount of pay and that employees are paid promptly on the scheduled payday. The City prohibits any improper pay deductions from an employee's check whether the employee is exempt or non-exempt.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her Department Director so that the matter can be investigated promptly and a correction can be made as quickly as possible, as appropriate. If the employee needs further assistance, he/she should contact the Human Resources Department directly. Any improper deductions or other discrepancies will be reimbursed or corrected, at the latest, by the next regular payroll. In the event of any improper deduction, the City will make a good faith commitment to comply in the future.

The City prohibits retaliation against any employee for raising a complaint under this policy, or for providing information in connection with any complaint hereunder.

508 STANDBY PAY/ON CALL TIME

Situations occasionally arise when it becomes necessary to "call back" a non-exempt employee after their regularly scheduled workday is completed or whenever a non-exempt employee is assigned to work an additional unscheduled shift on their regular day off to properly staff the department, that employee shall receive one (1) and one-half (1/2) times their regular hourly rate. The Department Director shall have the discretion of establishing a minimum standard for call back time. Refer to Administrative Policy for additional information.

509 SCHEDULE CHANGES

When a shift change is necessary to maintain effective operations, the department should strive to give the employee as much notice as possible of the change in schedule, with a minimum notice of 24-hours. This does not include temporary or emergency situations

SECTION 6

WORK CONDITIONS AND HOURS

601 SAFETY

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, and other written communications.

Employees and Supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are required to raise them with their Supervisor or to the attention of their Department Director immediately. Reports and concerns about workplace safety issues may be made to the office of Human Resources if the employee wishes. All reports can be made without fear of reprisal.

Each employee is required to obey safety rules and to exercise caution and good judgment in all work activities. Employees must immediately report any unsafe condition to the appropriate Supervisor. Employees who violate any safety standard, who cause any hazardous or dangerous situation, or who fail to report or, where appropriate, remedy any such situation, may be subject to disciplinary action, up to and including termination of employment.

In the case of any accident that results in injury, regardless of how insignificant the injury may appear, employees are required to immediately notify their Supervisor or Department Director.

602 COMPUTER USER AND USE OF ELECTRONIC MEDIA AND ELECTRONIC EQUIPMENT

The general standards of ethics and conduct expected of a City employee also apply to the use of City computer and other electronic resources. Such resources are available to employees to assist in achieving organizational goals. Users are expected to cooperate with each other to promote the most effective use of these resources, and users will be held accountable for their actions involving computers and other electronic resources (such as voice mail, faxes, cell phones, etc.), as they would be in other situations. Please refer to Administrative Policy for complete details regarding the City's Computer Use Policy.

603 WORK SCHEDULES/ATTENDANCE AND PUNCTUALITY

The official workweek begins at 12:01 a.m. Sunday morning and runs through midnight the following Saturday. The official workday begins at 12:01 a.m. and runs through midnight of the same day.

Not all City employees observe the same workday, but all are expected to work regularly and devote their efforts to City business during working hours. All employees are expected to report to work promptly and remain on the job until the end of their shift, with the Department Director outlining the regular workday for the department. Any employee who is unable to report to work as scheduled shall notify his/her immediate Supervisor of the reason for and expected duration of the tardiness or absence. This must be done as soon as possible in advance of the scheduled starting time, and in no event later than two hours after scheduled starting time. If for some reason an employee is unable to call, a spouse, family member, or friend can make the call on their behalf. This procedure must be followed each day an employee is unable to report to work as scheduled (unless on a properly approved leave of absence for which the exact dates of the leave have been scheduled). Also, if it becomes necessary for an employee to leave work before their scheduled stopping time, permission from the Department Director or Supervisor is required.

Failure to timely and properly give notice, or repeated tardiness, absence or leaving early may result in corrective action up to and including termination.

RECOMMENDED HOURS OF WORK

DEPARTMENT	BEGIN	END	MEAL
Administration	8:00	5:00	Hour
Animal Control	8:00	5:00	Hour
Community Development	8:00	5:00	Hour
Fire	Shifts designated by Department Director		
Municipal Court	8:00	5:00	Hour
Parks and Recreation	8:00	5:00	Hour
Police	Shifts designated by Department Director		
Street	8:00	4:30	½ Hour
Water	8:00	4:30	½ Hour
Wastewater	7:30	4:00	½ Hour

Remember, these are just recommended hours of work and may be changed by Department Directors, with approval of the City Administrator, to better fit their department needs or to better serve the public.

Emergency response employees are required as part of their normal employment to assume stand-by (or on call) duty. Those employees may be required by their Department Director to make themselves readily available during off duty hours on a rotational basis for purpose of call-out to fire scenes, accident locations and emergencies of the like. A call phone shall be provided to these employees to allow for mobility during these periods of **off-duty standby time.**

604 TOBACCO USAGE

In keeping with the City's intent to provide a safe and healthy work environment, tobacco usage in City facilities or in City vehicles is prohibited. This policy applies equally to all employees, customers, and visitors.

605 MEAL PERIODS

All full-time employees are provided with one non-compensated meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Non-exempt employees will be relieved of all responsibilities during meal periods and will not be compensated for that time. Exception: Some emergency service departments may not be able to leave their posts during meal times and will be compensated accordingly.

606 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work beyond their regular schedule. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Each full-time employee is required and expected to work a forty (40) hour week (fifty-six (56) hours for designated fire department personnel). Non-exempt employees will be paid overtime pay for any time worked over 40 hours in one workweek. Overtime pay is at 1 ½ times the regular hourly rate of pay (time and one-half). Exception: The City has the option of paying overtime pay or of giving compensatory time off. Additionally, Police and Fire overtime will be paid in accordance with FLSA.

Accepting employment with the City means the employee consents to the policy. Compensatory time accrues at a rate of 1½ hours for each hour physically worked over and above an employee's regular work week. The maximum amount of compensatory time off that can be accrued by any employee is the standard number of hours for which the employee is

scheduled in one workweek. All compensatory time accrued and taken must be reported to the payroll office for processing.

Prior to working overtime, a non-exempt employee must receive approval from his or her Supervisor. A non-exempt employee who works overtime that has not been approved in advance by the Supervisor is subject to disciplinary action, up to and including termination.

607 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines established by each department. The use of cellular phones while operating a City vehicle is prohibited, except by police officers and fire personnel in the course of their duty and other City employees in the event of an emergency.

Anyone driving on City business or driving a City vehicle must wear his/her seat belt as well as anyone in the vehicle with the employee.

Employees are required to notify their Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. All safety and protective gear must be used according to the personal protective equipment policy listed in the City of Republic Employee Safety Handbook and internal departmental policies. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or any vehicle, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

608 EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fire, power failure, or natural disaster can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs, notification of the closing will be broadcast on the City's emergency notification system and the web page.

The City Administrator or his designee will notify the Department Directors and they, in turn, will notify their direct reports who will notify all remaining employees.

Employees in essential operations may be asked to work on a day when operations are officially closed; however, the obligation to provide services to the citizens of Republic must be balanced with the risk of danger to municipal employees. Please see Administrative Police for additional information.

609 BUSINESS AND TRAVEL EXPENSES

Consistent with Administrative Policy, the City will reimburse employees for reasonable authorized business travel expenses incurred while on assignments away from the regular work location. All department business travel must be approved in advance by the Department Director. Please review to the Administrative Policy for additional detailed information.

Employees should contact their Supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business and travel expense policy, including falsifying any expense report to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

SECTION 7

EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

701 EMPLOYEE CONDUCT AND WORK RULES

Each employee is expected to maintain a high standard of personal conduct and job performance, and to conduct himself/herself in an honest, responsible and polite manner. Where conduct/performance does not meet the City's expectations, the City may generally try to provide the employee with a reasonable opportunity to correct the problem(s). The action taken generally will depend upon such factors as the employee's job, nature and severity of the problem and past performance.

Disciplinary action may take any of the following forms: dismissal, demotion, suspension, or reduction in compensation. Employees, with status, in a classified service and subject to such discipline are entitled to a pre-disciplinary hearing prior to the issuance of discipline. An employee under the classified service who is dismissed, demoted, suspended or reduced in compensation shall be notified, in writing following the outcome of the administrative hearing, setting forth specific reasons for such action, and shall be notified of his/her right to appeal to the Personnel Board under Section 702. An employee given notice of dismissal but prior to the effective date of such action may be retained in duty status, placed on administrative leave with pay or suspended without pay as determined by the City Administrator. An employee in the classified service may be separated without right of appeal at any time during the probationary period. Employees in the unclassified service, as well as contractual, temporary, or seasonal employees have no right of appeal. Please refer to Administrative Policy for specific disciplinary procedures.

The guidelines set forth below are intended to avoid confusion and misunderstandings about what is and is not satisfactory conduct. Of course, no list of guidelines can exhaustively cover every circumstance in which the City may impose disciplinary action. Just causes for disciplinary action are listed below, though disciplinary action may be taken for other just causes. Accordingly, the following list merely illustrates the kind of unacceptable conduct which may result in disciplinary action up to and including termination of employment.

1. Dishonesty including, but not limited to, such conduct as falsifying any personnel, payroll or other record; actual or attempted unauthorized possession of property belonging to the City, another employee or any other person/entity, or actual or attempted destruction or abuse of such property.
2. Failure to follow instructions or other insubordination.
3. Commission of any unlawful act while at work or away from work, or inducing or encouraging another to commit such an act, which affects the employee's relationship to his/her job or fellow employees or reflects poorly on the City's image or reputation in the community.
4. Fighting or provoking a fight or threatening, intimidating or coercing others while at work.
5. Inattention to duties, wasting time, carelessness, disrupting work, horseplay, unauthorized sleeping or appearing to sleep on the job, poor judgment, or any other unsatisfactory job performance.
6. Using abusive, profane, threatening, discourteous, demeaning or disrespectful language at work or towards another employee or any other person.
7. Repeated absence, tardiness or early departure, or abuse of any time off work or leave of absence policy.
8. Unauthorized use or disclosure of confidential information.
9. Reporting to work or working under the actual or apparent influence of alcohol, and illegal drug or any unauthorized prescription drug, or possession of any such substance at work or while working.
10. Any unsafe work practice or failure to report immediately any incident, injury or accident which happens during work time or is work related.
11. Possession of any dangerous or unauthorized material or weapon on the City's premises or while working.

12. Violation of any City policy or standard practice.
13. Violation of any of the principles or rules of this employee manual, or other City policy, practice, or guideline.
14. Engaging in any conduct unbecoming of an officer or employee of the City, either on or off duty.
15. Being incompetent or inefficient in the performance of required and expected job duties and expectations.
16. Receiving two successive unsatisfactory employment evaluations.
17. Being careless or negligent with the moneys or other property of the City.
18. Engaging in outside business activities on City time without permission, or using City property for such activity without permission.
19. Being negligent or unsafe in conduct or actions which jeopardize the safety of oneself or one's fellow employees or the safe use of City equipment.

702 APPEALS FROM DISMISSAL, DEMOTION, SUSPENSION OR REDUCTION IN PAY

(a) Any employee with status who is demoted, suspended or reduced in compensation in accordance with Section 701 may either follow the grievance procedure in Section 703 or appeal directly to the Personnel Board in accordance with Section 702(c). If that employee chooses to pursue the grievance procedure, any request for a hearing by the Personnel Board must be filed in writing within five working days after the City Administrator has rendered his or her decision.

(b) Any person who has been dismissed in accordance with Section 701 shall appeal only to the Personnel Board in accordance with Section 702(c).

(c) When a direct appeal is made to the Personnel Board (under Section 704), a written request, stating the facts pertinent to the appeal, must be delivered to the Secretary of the Board (the Director of Human Resources) at the Director's office within fifteen (15) calendar days following the effective date of the dismissal, demotion, suspension or reduction in compensation, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next working day.

(d) Any employee who has been dismissed, demoted or suspended, who is not otherwise entitled to a hearing before the Personnel Board under Section 702(a) through 702(c) and who contends that the employee's constitutional rights have been violated, may request a due process hearing by filing a written request for such hearing with the Director of Human Resources within fifteen (15) days after the dismissal, demotion or suspension. If the Director of Human Resources determines that the employee may be entitled to a due process hearing under the Constitution of the United States or the State of Missouri, then the Director of Human Resources shall inform a hearing officer who shall be appointed by the City Administrator to hear such cases and such hearing officer shall hold a due process hearing for the purpose of determining if the employee's name or record shall be cleared. Upon hearing the case, the hearing officer shall make his/her findings of fact and conclusions of law and shall file a copy with the City Administrator and the Human Resources Director. The hearing officer shall have the authority to adopt rules for hearing such cases and shall have the same authority as the Board to subpoena witnesses and documents to a hearing. Such hearing shall be for the sole purpose of providing the employee an opportunity to clear the employee's name or record, and the hearing officer shall not have any authority to grant the employee an affirmative relief other than to place in the employee's record a copy of his decision.

703 REVIEW OF DISCIPLINARY ACTION/GRIEVANCE PROCEDURE

Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The City supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. The City reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines The City's progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.

- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.

- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time to be determined by the Department Director. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, further disciplinary action may occur.

- **Suspension:** Suspensions will be without pay for a determined period of time for repeated violations of unacceptable behavior or a suspension may be instituted as the appropriate form of discipline for an initial offense if warranted by the violation committed.

- **Demotion:** When the appropriate Department Director determines that the employee does not render the appropriate qualifications to safely or satisfactorily satisfy the requirements of their job; or it is determined that due to the employee's unacceptable behavior or actions, it will be considered in the best interest of the City to reassign the employee to lesser responsibility, or for an increased efficiency in City operations, an employee may be demoted based upon these said reasons. Their new salary will be at the beginning of the pay grade of their new position unless otherwise approved by the City Administrator.

- **Termination:** Depending on the severity of the frequency of the unacceptable behavior, unacceptable work performance and/or the failure to obtain the appropriate licensing or certification, the Department Director may dismiss the employee for cause.

The City reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Grievance Procedure

A grievance is defined as an employee's formal expression of a complaint or disagreement and/or request for relief regarding employment conditions impacting safety, adverse employment actions such as suspension, demotion or termination, or loss of pay, benefits or seniority; but not including lateral transfers, changes in job titles, or other actions which do not negatively impact pay, benefits or authority. Employees holding a work-related grievance shall utilize the following procedure in working toward the resolution of his/her problem:

1. The first step in the grievance procedure is for the employee to discuss the problem with his/her Supervisor within three (3) working days after the incident leading to the grievance. If the employee's Supervisor takes no action or if the employee is not satisfied with the action or decision of the Supervisor, he/she shall, within five (5) working days, proceed to the second step of the grievance procedure. If the grievance involves the Supervisor, the employee may, within three (3) working days after the incident leading to the grievance, proceed to the second step. If the grievance involves the Department Director, the employee may, within three (3) working days after the incident leading to the grievance, file with the Human Resource Department, an appeal to the City Administrator.

2. Employees pursuing the second step of this process should make their complaint known in writing to their Department Director. This statement should include a brief description of the employee's complaint and any action taken or decision made by the employee's immediate Supervisor.

3. If within the next five (5) working days after this written statement reaches the office of the Department Director, and the employee does not receive a satisfactory response, that employee should request in writing to the Human Resources Department, within three working days, an appeal to the City Administrator. The Director of Human Resources shall assemble the facts of the case and present all relevant documentation to the City Administrator. The City Administrator may hold a conference with the persons concerned in the case, if it is deemed necessary.

4. Once the appeal is formally submitted to the City Administrator from the Director of Human Resources, the City Administrator shall present his or her decision in writing to the Department Director and the employee, with a copy to Human Resources, within fourteen (14) working days.

Department Directors who have a work-related grievance shall utilize the following procedures in working toward the resolution of their problem. These procedures shall be applicable to all grievance proceedings:

1. The first step in this grievance procedure is for the Department Director to discuss his/her problem with the City Administrator within three (3) working days after the incident leading to the grievance, or when the Department Director first becomes aware of a situation causing a grievance. If the Administrator takes no action, or the Department Director is not satisfied with the action or decision of the Administrator, he/she should proceed to the second step of this employee grievance procedure.

2. Department Directors pursuing the second step of this process should make their complaint known in writing to the City Council. This statement, which must be submitted at the next regular City Council meeting, should include a brief description of the Department Director's complaint, a description of action taken or decision made by the City Administrator, and an appeal from such action or decision.

3. The City Council will consider the written complaint and decide by majority vote whether to intervene. In any event, the decision of the City Council shall be final.

704 PERSONNEL BOARD HEARING

(a) When an eligible employee shall make an appeal (or complaint) before the Personnel Board in a case involving his or her dismissal, demotion, reduction in pay or suspension, the City Administrator, or his/her designee, shall appoint a Personnel Board (consisting of City and/or non-City employees) picked by lot, consisting of five (5) members to hear individual appeals presented by employees. No standing board is required, but the City Administrator may, in his or her discretion, appoint a standing board. In all cases, the Director of Human Resources shall serve as the Secretary to the Board. It shall be the duty of the Personnel Board to ascertain to the best of its ability the facts of the case and after weighing all available evidence to report its findings to the City Administrator for such disposition as he or she may deem appropriate.

(b) Hearings will be scheduled for a pre-selected date and time during the month following receipt of the complaint, provided there is sufficient time to comply with the disclosure phase of the hearing process. Should there not be sufficient time to comply with the disclosure phase of the process, then the pre-selected date set for the next month would be selected. Should the complainant have a conflict with the original pre-selected date and time, the hearing will be scheduled for the next available pre-selected date and time during the following month. The Board will not reschedule a hearing more than two times to accommodate scheduling conflicts. If scheduling conflicts arise that do not allow the complainant to attend one of the three dates provided by the Board, the complainant shall be deemed to have voluntarily waived his or her right to a hearing before the Personnel Board. The Board reserves the right to reschedule a hearing date if it is apparent a quorum will not be available. The City Attorney will be responsible for oversight of the Personnel Board.

(c) Notice of the time and place set for public hearing shall be given promptly by the Secretary of the Board (i.e. the Director of Human Resources) to the complainant and at least five (5) days prior to the hearing.

(d) In order to properly discharge its function in regard to the review of such disciplinary actions, the Board shall have access to any files, correspondence, memoranda, etc., which they feel might be pertinent to the case and shall have the right of questioning any officers or employees of the City whom they feel may be able to shed light on the circumstances involving the disciplinary action in question. No officer or employee shall himself be subject to disciplinary action as a result of testimony given in such a hearing.

(e) In its review of a disciplinary action the Personnel Board shall limit itself, in the absence of overriding cause for considering extraneous matters, to a consideration of: (1) The question of the appropriateness of the discipline to the transgression, with regard to the case under consideration, and (2) the question of whether the employee is guilty of the transgression with which he is charged.

(f) Hearings shall be conducted in an informal manner with every effort made by the Personnel Board to avoid the appearance of conducting a trial as in a court of law.

(g) Public hearings on complaints may be adjourned only upon good cause shown, and in the event that the complainant shall fail to appear in person at the time and place set for hearing, he shall be presumed to have waived his right to further hearing and the Board may proceed forthwith to investigate and determine the case.

(h) Complainant may, at their election, be represented by counsel, provided that notice of such representation shall be filed with the Secretary of the Board (i.e. the Director of Human Resources) at least forty-eight (48) hours prior to the time set for hearing. The Personnel Board will be represented by counsel provided by the City Attorney, or his or her designee, or any other attorney so designated by the City.

(i) Hearings before the Personnel Board shall be public and shall be conducted in an orderly manner with a view of the presentation of all material facts so that a fair and impartial decision may be made. The Chair of the Board shall have full authority at all time to maintain orderly procedure and to reject irrelevant matters and limit the hearing to relevant

facts. The Personnel Board shall have the authority to adopt rules and regulations pertaining to the conduct of hea and the conduct of its business provided such rules are not inconsistent with the laws of the City.

(j) The decision of the Personnel Board shall be promptly reduced to writing, setting forth its finding and recommendations, and be filed with the City Administrator with a copy to the Mayor. The Board may make recommendations to the City Administrator as follows:

(1) The Board may recommend concurrence in the action of demotion, dismissal, suspension or reduction in compensation.

(2) If the Board finds that the action complained of was taken by the appointing authority for political, religious or ethnic reasons, the Board shall recommend that the employee be restored to his former position or a like status without loss of pay and without penalization.

(3) In all cases, the findings and recommendations of the Board shall be submitted to the City Administrator for his or her consideration, who may, not later than thirty (30) days after receipt of such findings and recommendations, restore the employee to his former status with or without loss of pay for the period involved; modify his or her original decision of dismissal, demotion, suspension or reduction in compensation; or continue with his/her original decision. The decision of the City Administrator shall be final.

705 PERSONAL APPEARANCE

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to the community.

Various departments within the City receive a clothing allowance in the departmental budget. The City expects its employees to maintain these uniforms in a neat and orderly appearance.

Consult your Supervisor or Department Director if you have questions as to what constitutes appropriate attire. Copies of the current *Dress Code Policy* can be found in Administrative Policy.

706 SOLICITATION/DISTRIBUTION/POSTINGS

In an effort to assure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the work place at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit for any purpose during the work time of the employee being solicited or doing the solicitation. Also, employees may not distribute materials in any work area.

The City Administrator or Department Director may grant an exception for distribution of material pertaining to recognized non-profits or charitable civic organizations on the employee's own time. Permission shall not be granted for commercial, religious or political material. Employees must notify the City Administrator, in writing, when they serve on boards of non-profit organizations that may do business with the City.

In addition, the posting of written material on City bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Legal Posters and Notices
- Job Openings
- Internal Memoranda
- State Disability Insurance/Unemployment/Insurance Information

SECTION 8

DRUG AND ALCOHOL POLICY

801 DRUG AND ALCOHOL POLICY AND PROCEDURES

PURPOSE

The City of Republic is a Zero Tolerance Workplace. It is the policy of the City of Republic to maintain a work environment free from the use, possession and effect of alcoholic beverages and drugs. The City recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision making and reduced productivity. The most effective means of avoiding potential problems is through a comprehensive policy directed against drug and alcohol abuse by employees. Therefore, the City expects all employees to be unimpaired by drugs or alcohol during work hours. The primary objective of the policy is to determine fit for duty and provide the highest level of service to the public. Therefore, all employees may be subject to drug and alcohol testing as stated in this policy.

PROHIBITED/REQUIRED CONDUCT

1. While on duty, stand-by, on City premises, or while conducting business related activities off City premises, no employee or applicant may use, possess, distribute, sell, or be under the influence of alcohol or any illegal drug or unauthorized prescription drug.

2. No applicant or employee may refuse or fail to cooperate fully in any drug and/or alcohol testing conducted or required under this policy. A refusal or failure to fully cooperate includes, but is not limited to, such conduct as timely or properly reporting as directed for testing, refusal to accept transportation arranged by or through the City to the testing facility, refusal to submit to any drug and/or alcohol test, failure to sign any required acknowledgment, consent, release and/or testing custody and control form, failure to follow the directions of any testing facility personnel, and any conduct that obstructs or delays the testing process.

3. Proper Use of Medication – An employee taking any medication which, according to the employee's doctor, could cause impairment or interfere with the employee's ability to safely perform his/her job; or the employee has reason to believe it may present a safety risk to himself/herself or others while competing their job duties, must promptly report the use of the medication to his/her Department Director. The City reserves the right to have a physician of its choice determine whether an employee can safely perform his/her job including while using or being under the influence of any properly used therapeutic drug. In appropriate cases, the City may require the employee to be temporarily transferred to another job or to be temporarily off work.

As used in this policy, the term City's premises means any property, facility, land, structure, parking lot and vehicle owned, leased, used by or under the control of the City, any location at which an employee is performing work, and any vehicle while used for City's business.

Violation of any of the prohibitions or requirements listed above or any other requirement of this policy constitutes misconduct and will subject the employee to disciplinary action, up to and including termination. Any applicant who violates any of these prohibitions or requirements will be disqualified from consideration for employment.

POLICY – PHYSICAL FITNESS AND EXAMINATIONS

Every applicant for employment within the City of Republic may be required to present proof that he or she is physically fit to perform the duties of the job, which the applicant seeks. All newly and rehired employees shall be required to take a blood or urine test for the presence of illegal drugs or unauthorized prescription drugs prior to being hired. Any applicant with a confirmed positive test result will be denied employment. The City will not discriminate against applicants for employment because of a past history of drug abuse. Therefore, individuals who have failed a pre-employment test may initiate another inquiry with the City after a period of no less than one (1) year.

THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

It is the City of Republic's intent to comply with all regulations and requirements of the Omnibus Transportation Employee Testing Act of 1991. City employees required to have a Commercial Driver's License (CDL) must comply with all regulations in the 1991 Omnibus Transportation Act. The Act requires alcohol and drug testing for all City employees who jobs require a CDL. The tests include pre-employment, post-accident, random, reasonable suspicion, return to duty and follow-up testing. The City of Republic will not permit an employee who refuses to submit to required testing to perform or continue to perform any activity that requires a CDL. All CDL drivers must obtain from the City of Republic the City's written substance abuse policy. CDL drivers are required to read this material and sign an acknowledgment of receipt.

All contractors of the City of Republic shall be required to state in writing that they comply with the provisions of this act and its implementing regulations while engaged in services for the City of Republic or in activity while on City of Republic property as a condition of the award of any such contracts for services or work and the continuation of same.

ALCOHOL AND CONTROLLED SUBSTANCE PROHIBITIONS

An employee is prohibited from operating a commercial motor vehicle and/or from engaging in any work-related functions, for alcohol-related conduct: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; (4) after refusing to submit to an alcohol test; and (5) from consuming alcohol within eight (8) hours after an accident as specified in this policy. An employee is prohibited from the unauthorized use and possession of a controlled substance at any time whether on or off duty and prohibited from the unauthorized possession or use of alcohol while on duty. Upon a finding in a disciplinary proceeding that an employee has tested positive for a controlled substance or a finding that an employee was in possession of an unauthorized controlled substance and/or alcohol, the employee will be terminated.

Any employee convicted of illegal conduct related to controlled substances or alcohol, who fails to report such a conviction to their Department Director, shall be subject to immediate termination from service.

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

Employees subject to the Alcohol and Controlled Substance policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return to work testing and follow up testing.

PRE-EMPLOYMENT TESTING

Pre-employment urine drug testing shall be required of all employees as a condition of employment. Upon notification by the City, an applicant must report for testing within 48 hours. Any extenuating circumstances must be approved by the Policy Administrator. Failure to report for testing within this time frame shall be viewed as a failure of the drug testing policy. Employees who move via promotion, demotion or transfer to a DOT/safety sensitive position or public safety position will be required to submit to a pre-employment drug test.

Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions.

Failure of a controlled substance or alcohol test disqualifies an applicant from appointment to consideration for employment for a period of one year. An applicant may provide written authorization allowing the applicant's current or previous employer to provide the City with drug testing information related to that employment. When there is a break in employment with the City of three (3) months or more, pre-employment testing and background investigation

will be required before re-employment. In some cases, (i.e. Parks Temporary staffing) the break in service may ext beyond 90 days due to unusual circumstances. In no circumstance shall the break service extend beyond six months. Please see Administrative Policy for details.

REASONABLE SUSPICION TESTING

Reasonable suspicion testing shall apply to all City employees regardless of their status and position. Reasonable Suspicion testing will be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing, when there are objective observable reasons to believe that a controlled substance or alcohol use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor, whether or not the person is the employee's immediate supervisor, is required to complete and submit their concerns in writing concurrent with the observation and consideration to impose reasonable suspicion testing.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee who is ordered to submit to a reasonable suspicion drug and/or alcohol test should be transported to the testing facility.

A supervisor who fails to report an observation and, subsequently, fails to order a confirmed reasonable suspicion will be subject to disciplinary action up to and including termination.

POST-ACCIDENT TESTING

Post-accident testing is applicable to all full-time employees after a vehicular accident has occurred in which one of the following has occurred: a fatality, when a traffic citation is issued to the City driver after an accident, where injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur. Testing shall include both breath alcohol and urine drug testing of the employee.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence but, in any case, no later than eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee involved in an accident should refrain from alcohol consumption for eight (8) hours following the accident.

RANDOM TESTING

Random testing shall be conducted on all full-time and DOT employees covered by the Alcohol and Controlled Substance Testing policy as authorized by state or federal law. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. DOT Testing shall be ordered by appropriate supervisory personnel as required by federal law and regulations, and in such numbers as is minimally determined under the regulations. Testing shall be ordered by appropriate supervisory personnel for those employees in safety sensitive positions. For the purpose of this paragraph, "safety-sensitive positions" shall mean public employment involving the performance of duties which have a direct and immediate impact on the safety of the public or other public employees.

RETURN TO WORK TESTING

Return to work urine drug and alcohol testing for all employees covered by this policy may be required for an employee who previously refused to submit to a random alcohol and/or controlled substance test, which results in the reporting of a positive test result. Return to work testing may be permitted for other reasons as deemed necessary by the Policy Administrator. The employee must test negative in order to be permitted to return to work. If an employee tests positive for substance abuse on their return to work test, they will be subject to all of the consequences that follow related to positive testing including termination.

FOLLOW UP TESTING

Follow up testing is required for all employees who have received a positive test result via failure to test for alcohol or controlled substance. These employees shall submit to frequent unannounced random urine and/or breath alcohol tests for a minimum of six (6) tests in the following twelve (12) months after returning to work. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date. The duration and frequency of the testing shall be in accordance with the Substance Abuse Professional 's (SAP) recommendation.

FAILURE TO TEST

Any on duty employee who fails to submit to the required testing under this policy is considered to have tested positive and shall be subject to all the consequences that follow related to positive testing including termination. Any delay in reporting to the testing site by the employee shall be treated as a refusal to test. Providing an adulterated sample shall be considered as a refusal to test and shall subject the employee to all of the consequences that follow related to positive testing including termination.

TESTING CONTROLS

ALCOHOL

Federal regulations require breath testing to be done on Evidential Breath Testing devices approved by the National Highway Safety Administration. An initial screening test is conducted first. Any result that is less than 0.04 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.04 or greater, a second confirmatory test must be conducted. If found to have engaged in prohibited alcohol conduct under this policy, the employee shall be immediately removed from work-related activity for a minimum of twenty-four (24) hours; and shall not be permitted to resume work until further notice.

CONTROLLED SUBSTANCES

Controlled substance testing is conducted by analyzing an employee's urine specimen at a laboratory certified and monitored by the U.S. Department of Health and Human Services for the following controlled substances:

Marijuana (THC metabolite)

Cocaine

Amphetamines

Opiates (including heroin)

Phencyclidine (PCP)

Barbiturates

Benzodiazepines

Propoxyphene

Methadone

Methaqualone

**The City reserves the right to test for additional substances as deemed appropriate and if updates occur per the U.S. Department of Health and Human Services regarding the substances tested.*

The testing for controlled substances is a two (2) stage process. First a screening test is conducted. If the test is positive for one (1) or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GC/MS) analysis.

Any employee, who tests positive on the confirmatory test, shall be interviewed by the Medical Review Officer (MRO) to determine if there is a legitimate medical reason for the positive test. If the MRO determines that there is no legitimate medical reason for the positive test, the employee shall be immediately suspended from work-related activity and appropriate disciplinary proceedings shall be instituted.

REQUEST FOR ADDITIONAL TEST

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample and the test analysis shall be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee-requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

REHABILITATION EFFORT

Any employee who is determined to be in need of assistance for a substance abuse or related problem under this policy may be permitted to enter into a rehabilitation plan approved by the City of Republic in recommendation by the Substance Abuse Professional (SAP), provided the employee agrees to adhere to the terms of the rehabilitation contract with the City of Republic.

Rehabilitation assistance may only be granted to an employee once while employed by the City of Republic. The employee must invoke their right to a rehabilitation effort prior to submitting to the controlled substance/alcohol testing. Failure to complete the rehabilitation assistance plan or, to adhere to the criteria set forth in the rehabilitation plan, shall be considered a resignation by the employee from employment with the City of Republic.

The rehabilitation plan shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

- The employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the SAP or by a rehabilitation professional accepted by the City of Republic; and,

- The employee agrees to refrain from any violation of this policy and the use of alcohol and controlled substances in violation with the plan of rehabilitation and this policy; and,

- The employee provides a release of all medical records for use and review by the City of Republic relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and,

- The employee agrees to unannounced random testing for periods of time subsequent to the employee's return to work consistent with this policy; and,

- The employee agrees to submit to return to work testing demonstrating that the employee is negative under alcohol and controlled substance testing standards; and,

- The employee agrees that any future alcohol and/or controlled substance violations shall be considered as a resignation from employment with the City without recourse.

- The employee shall agree to unannounced follow up testing for a period of time as determined with the recommendation of the SAP and consistent with this policy.

PROCEDURE-BLOOD/URINE/BREATH TEST FOR THE PRESENCE OF ALCOHOL AND DRUGS

In testing for the presence of alcohol, the City shall utilize a generally accepted breath or blood test procedure, which produces quantitative results showing the amount of alcohol in the blood. When such tests are performed, the threshold level for determination of an employee being under the influence of alcohol shall be .04 or more percent by weight of alcohol in the blood sample tested.

In testing for the presence of drugs, the City shall, in the first instance, utilize an immunochemical assay or radioimmunoassay test on the employee's urine. If the test is positive for drug, the same urine specimen shall be subjected to a further confirmatory test using the gas chromatography, thin layer chromatography or gas chromatography/mass spectrometry method for verification.

If a confirmation drug test is positive, the results will be submitted to a Medical Review Officer (MRO). The MRO may discuss the results with the employee before reporting the results to the City, unless, after making reasonable effort to reach the employee, the MRO is unable to do so. Under such circumstances, the MRO may notify a designated person at the City, who shall instruct the employee to contact the MRO. Failure of an employee to contact and provide information to the MRO within one work day of being instructed by the City to do so shall result in termination of employment. The MRO generally will not disclose to the City any medical information provided by an employee to the MRO unless the MRO is required by law to do so or, in the MRO's medical judgment, the information indicates that the employee's performance of responsibilities could pose a significant safety risk.

CORRECTIVE ACTION

Report of a positive test result constitutes under the influence of the substance(s) for which the test is positive. An employee whose test result is reported as positive will be subject to corrective action, including immediate termination. A report that a sample was adulterated will be treated the same as a positive test result.

Any employee who is found to have engaged in off-duty substance abuse, which adversely affects the employee's ability to perform job duties, may be placed on a leave of absence without pay for a period of up to sixty (60) days. The leave of absence may be extended for good cause by the City Administrator up to an additional fifteen (15) days. (Longer leave may be available under the Family Medical Leave Act leave policy, if applicable.) The employee may use any accumulated sick leave or vacation during the leave of absence. The purpose of the leave of absence is to provide the

employee with an opportunity for rehabilitation. The City may assist the employee in locating an appropriate prog of rehabilitation.

CONFIDENTIALITY

All records developed and/or acquired pursuant to this policy will be maintained under strict confidentiality by the City of Republic, the testing laboratory, the MRO and the SAP when and where applicable. All records will be kept in a secure location and will not be released to others without the written consent of the affected employee, except under provisions provided in the federal regulations, as needed with regard to the rehabilitation contract, in litigation or administrative proceedings related to positive test results and/or matter initiated by the employee.

Any person who breaches the confidentiality provisions of this policy shall be subject to immediate termination from employment and/or any contractual relationship with the City of Republic.

OTHER CONSIDERATIONS

This policy shall be administered in compliance with federal, state and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the City of Republic. In the case of apparent conflicts between this policy, other policies, and applicable laws, the Policy Administrator shall make the appropriate ruling to resolve the potential conflicts, whenever possible.

802 SECURITY INSPECTIONS

The City wishes to maintain a work environment that is free from illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the City prohibits the possession, transfer, sale or use of such materials on its premises. The City requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devises may be provided for the convenience of employees but remain the sole property of the City. Accordingly, they will not be inspected without either consent or at least reasonable suspicion that it contains some form of contraband (such as stolen items, illegal drugs, or any items prohibited by City policy).

The City prohibits theft or unauthorized possession of the property of employees, the City, visitors, and customers. To facilitate enforcement of the policy, the City or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the City's premises.

SECTION 9

MISCELLANEOUS INFORMATION

901 SEVERABILITY

Should any of the provisions in this handbook be determined to be contrary to federal, state, or local law, the remaining provisions of this handbook shall remain in full force and effect.

To the extent that any law provides additional or different benefits or rights to employees, the provisions of this handbook shall be deemed to include those statements of law.

902 CONCLUSION

It is not possible to answer in the handbook all of the questions you might have regarding your employment with the City. Answers to your specific questions and additional information are available from your Supervisor or Department Director. Do not hesitate to speak with them, as they want to have you well informed and prepared to do your job.

Section Nine of the handbook includes an acknowledgment page. You are required to sign and date that page, remove it from the handbook, and return it to the Human Resource office to be placed in your personnel file.

You may retain the remainder of the handbook for future reference.

WELCOME TO THE CITY OF REPUBLIC!

SECTION 10

ACKNOWLEDGMENT OF RECEIPT

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT

THE CITY OF REPUBLIC

EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Republic Employee Handbook and that I am responsible for becoming familiar with its contents. I have entered into my employment relationship with the City of Republic voluntarily. I understand and agree that the employee handbook is a compilation of guidelines only, that it is not a contract of employment, and that the City reserves the right to add to, modify, delete, interpret or replace the employee handbook at any time with or without advance notice. Only the City Administrator, with the approval of the City Council, has the ability to adopt any revisions to the policies in this handbook. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is not a contract of employment. By signing below, I hereby acknowledge that I have received and read the employee handbook in its entirety and have been given the opportunity to have any questions or concerns I may have regarding its terms, policies and procedures addressed. I further state that I will comply with the policies contained in this handbook and any revision made to it.

_____ _____

Employee's Signature Date

_____

Employee's Name (Printed or Typed)

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-05 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department, and Authorizing the City Administrator to Execute the Same on Behalf of the City.
Submitted By:	Lisa Addington, Chief of Staff
Date:	January 19, 2021

Issue Statement

To enter into a Collective Bargaining Agreement (CBA) with the International Associated of Fire Fighters (IAFF) Local 152, the bargaining unit of the Republic Fire Department; and authorizing the City Administrator to execute and deliver the Collective Bargaining Agreement.

Discussion and/or Analysis

The city was notified on July 31, 2019 of the IAFF Local 152 intent to negotiate a Collective Bargaining agreement. Fire and City Administration, along with the IAFF President and Vice President and member of the Republic Fire Department, met on several occasions to reach agreement on this final document. The document has been reviewed by our City Attorney and ratified by the Republic Fire Department. The contents of this CBA are in accordance with the Employee Handbook and other city policy.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152, THE BARGAINING UNIT OF THE REPUBLIC FIRE DEPARTMENT, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SAME ON BEHALF 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, Section 110.150 of the City Code sets forth the framework for a collective bargaining agreement between the City and a labor organization; and

WHEREAS, City negotiators and the Southern Missouri Professional Fire Fighters Local 152 (herein called the "IAFF") have met with the purpose to confer and discuss wages, benefits, and other terms and conditions of employment; and

WHEREAS, City negotiators and the IAFF have reached a final collective bargaining agreement; and

WHEREAS, the Council finds the final collective bargaining agreement reached is in the best interest of the City.

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

Section 1. The collective bargaining agreement between the City and the IAFF attached hereto and incorporated herein as "Attachment 1", is hereby adopted.

Section 2. The City Administrator, or designee, is hereby authorized to execute Attachment 1 and any other such documents necessary to carry out and comply with this Ordinance.

Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____ 2021.

_____
Matt Russell, Mayor

Attest:

_____

Laura Burbridge, City Clerk

Approved as to Form: Digitally signed by Scott Ison Date: 2021.01.14 09:19:14 -06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF REPUBLIC, MISSOURI

AND

SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS
LOCAL 152
THE BARGAINING UNIT OF THE
REPUBLIC FIRE DEPARTMENT

EFFECTIVE DATE: FEBRUARY 2, 2021

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PREAMBLE

This Collective Bargaining Agreement ("CBA") is made to set forth the results of discussions between the City of Republic, Missouri, a Charter City and political subdivision of the State of Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Republic Fire Department shop of the Southern Missouri Professional Fire Fighters Local 152, hereinafter referred to as "the Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City, the Union, and the City's fire department employees covered by this Agreement ("Employees"); to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment. Unless specifically stated herein that a Section modifies or amends any Administrative Policy, Employee Handbook, Resolution, or Ordinance of the City, the Administrative Policy, Employee Handbook, Resolution, or Ordinance controls. Nothing contained in this Agreement shall modify any provisions of the City Charter.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 - JOINT LABOR-MANAGEMENT COMMITTEE
Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of at a minimum the Fire Chief, Shop Steward, the City Administrator or designee, and an equal number of elected Shop Officers and FD Officers. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least quarterly to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the testing criteria of vacancies such as promotional processes. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within three business days prior to the agreed upon meeting date;
2. Review and analyze all reports of work-related accidents, deaths, illnesses (with the written consent of the Employee), and injuries (with the written consent of the Employee). Conduct detailed investigations of each accident, death, or injury to determine fundamental cause. Make written recommendations to modify and add fire department rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way, shall impede management rights. Agreements may be reached which shall neither violate nor

amend this CBA, City policies or the City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

4. The DRC shall appoint members to serve as committee representatives on the following committees which shall meet as needed and make recommendations to the DRC only related to the fire department:
    1. Safety, health, wellness, and working conditions Committee
    2. Apparatus Committee
    3. Standard Operating Guidelines (SOG), Training, and Education Committee
5. The DRC shall not have the ability to amend or alter this Agreement, or any other type of rule for the City, the Union, or Employees.

SECTION 1.02 - CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 2016, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time Employees (Firefighters, Engineers, Lieutenants, Fire Captains) of the Republic, Missouri Fire Department, but specifically excluding, Deputy Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other fire positions or future fire positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City Ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 - PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each Employee's first two monthly paychecks, as determined by the City's pay schedule, who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the Employee as the specific dollar amount of dues in effect. All amounts deducted for monthly dues, initiation fees, and assessments shall be mailed to the Union's address within thirty (30) days.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A.

Roster

The Union shall provide the City, monthly, an up-to-date list of its members with deductions.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Retirement:

Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System ("LAGERS") as any other City employee at the same contribution level as other City employees.

Should the City obtain additional retirement benefits, union members will receive the same contribution level as other City employees.

SECTION 1.05 - UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Republic Fire Department Employee elected to the position of the Union President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shops, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire Department, scheduled meetings between the Union and City of Republic Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Republic Firefighter during the first 24 hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Republic Fire Department Employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shop, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire Department, and scheduled meetings between the Union and City of Republic Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Republic Fire Department Employees elected or appointed to the positions of Vice President, District Vice President and/or a member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count

against the Employees' leave time balances for all meetings which are mutually set by the City of Republic and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Republic Fire Department Employees elected or appointed to the position of Shop Steward shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employees' leave time balances for attending scheduled Union-Management committee meetings, executive board meetings and shop meetings referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members. Employees working in an Out of Title capacity are not eligible to attend.

Said Employees shall notify their assigned supervisor of the need to be absent from duty at least 24 hours prior to its occurrence. Exceptions of less than 24 hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold Union meetings in the Fire Stations with on-duty staff allowed to attend so long as it does not interfere with or distract from normal daily operations. Dates shall be mutually agreed upon seven (7) days in advance with the Fire Chief.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated non-public locations in each fire station for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 - DISCRIMINATION

The City shall not discharge or discriminate against, directly or indirectly, by intimidation or coercion, compel or attempt to compel any such Employee to join or refrain from joining the Union. There shall be no discrimination, or interference against any Employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership or, upon acceptance, be discriminated against because of race, color, creed, national origin, gender, sexual orientation, or by reason of disability.

SECTION 1.07 - UNION REPRESENTATION

Weingarten Rights

During an investigatory interview or any other meeting where a member Employee of the bargaining unit feels disciplinary action against said Employee or a fellow Employee could result, the Employee shall have the right to exercise Interview Rights as follows:

1. The Employee must make a clear request for Union representation before or during the interview. The Employee cannot be punished for making this request.
2. After the Employee makes the request, the City or its representative must choose from among three options:
    1. Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Employee.
    2. Deny the request and end the interview immediately; or
    3. Give the Employee a clear choice between having the interview without representation, or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the Employee has a right to refuse to answer. The employer may not discipline the Employee for such a refusal.

If the Employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the Employee shall inform the City of this decision at least 24 hours before the meeting.

Garrity Warning

For the purpose of questioning a bargaining unit member Employee to obtain information which will assist in the determination of whether disciplinary action is warranted and where the Employee's direct or indirect actions or failure to act could lead to criminal proceedings, an Employee may make a written request for a Garrity Warning. The Employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the Employee for refusing to answer the questions.

During the course of the questioning or meeting in which a Garrity Warning is given, even if the Employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court order, neither the self-incriminating statements nor the fruits thereof, shall be used against the Employee in any criminal proceeding.

SECTION 1.08 - DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B, and C Dress Shirts – Small red and gold IAFF Maltese Cross worn approximately one inch above the name tag, if the Union Employee chooses to do so;
2. Firefighting Helmet – Small (approximately 2”x2”) decal to be placed on back brim, if the Union Employee chooses to do so;
3. Apparatus – No more than 2 IAFF decals (approximately 3” x 3”) placed on windows, one on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief officer apparatus and staff vehicles assigned to non-Union members would be exempt;

4. Picture Boards - The insignia (approximately 3"x3") shall appear on each picture board; and
5. Plaques and Certificates - Shall be displayed tastefully in fire stations at the Fire Chief's discretion;
6. Breast Cancer Awareness - Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.

The IAFF Local 152 insignia or the IAFF insignia may be displayed on the left sleeve on uniform T-shirts at the Employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 - POLITICAL ACTIVITY

The Employees shall comply with Federal and State laws and unless otherwise superseded by law, current administrative policy and all provisions of the City Charter, regarding political activity.

SECTION 1.10 - RESIDENCY

The City shall not impose residency requirements for Employees within the bargaining unit of the Union.

SECTION 1.11 – PERSONNEL POLICY CHANGES THAT EFFECT BARGAINING

The City policies for the City of Republic, and as may be amended from time to time, control and will remain in force and effect. Should the City's policies be changed that impact this Section, the City agrees to give the Union 30 days written notice unless the change is initiated by the City Council then the City shall give the Union notification within 3 business days after it learns of this Council initiated change.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes under the discretion of Management Rights, the City will provide the Union with 30 days' advance notice.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for Employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within 14 days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 - PREVAILING RIGHTS

All Employees shall have the same rights to all appropriate health, safety, and welfare rights as any other City employee under the Employee Handbook with the understanding that fire Employees work a 24-hour

shift and as such, the fire house is similar to a house which requires certain extra amenities usually not found in other City departments. The City agrees to keep all current amenities in place at the time this Agreement is entered into and in good working condition and to replace obsolete equipment at equal or better quality as determined by the City.

While it is impossible to define and codify every possible right currently afforded to Employees, the following is a partial list that shall serve as a framework and definition of those issues covered by this section:

1. Employees may use non-emergency telephones for personal local calls, Departmental computers and public Wi-Fi, for personal use, subject to network bandwidth limits as deemed necessary by the City for the City to conduct official business, provided such use is in compliance with the City's policy as applied to all other City employees: The City of Republic has implemented wireless network configuration policy using Quality of Service protocols to ensure the Fire Department and its employees receive priority access to City Network bandwidth. This means in the event of reduced available bandwidth from our provider, or other internal limitations, the Fire Department devices will be placed at a higher priority to receive a higher minimum percentage of available bandwidth. Additionally, continual efforts will be made to improve Wi-Fi speed and reliability.
2. Each station shall have at least one bunker gear locker for each Employee, and shall have at least one locker in the bunk room for each Employee (to store uniforms, bedding, hygiene items, personal items, etc,);
3. At each fire station the City shall provide fitness equipment consisting of at least one treadmill, one rowing machine, one bench press with bar and weights, one set of kettlebells, and dumbbells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise during the defined exercise time period;
4. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, showers, and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female Employees;
5. City shall provide suitable parking spaces at no charge to the Employees. The parking area is to have adequate lighting;
6. City shall provide transportation for on-duty Fire Department business and daily grocery shopping for on-duty meal preparation;
7. Employees may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
8. After 5:00 pm on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may be allowed personal visitors at the firehouse (except in the bunk rooms) for up to 90 minutes (prior to 5:00 pm on Monday through Saturday it is 30 minutes), provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 pm. Visits of longer duration may be approved by the on-duty Lieutenant or Captain on a case-by-case basis;
9. After daily work duties are done on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may use the day room and television, prepare and eat meals, sleep in bunk rooms only, work on individual interests, exercise, use personal computers and other electronic devices, read, or work on other non-defined

personal projects, so long as it does not interfere with Fire Department activities and does not violate other City rules;

10. City shall furnish all badges, name tags, and collar brass. All the above items shall be replaced as needed except in cases of negligence or deliberate destruction. An Employee shall surrender his or her badge, name tags, and collar brass upon termination,
11. Employees shall be provided training in the use of standard fire department and emergency medical equipment. The introduction of a totally new device, equipment, or procedures shall not be done until training has been provided and the Lieutenant and/or Captain feels staff is adequately trained under their command;
12. E.A.P. shall be provided to Employees by the City within the current E.A.P as provided by the City to all other City employees.;
13. For Employees in the operations division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, particulate hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any turnout gear. Turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every six (6) years. The replaced gear, if still considered safe, shall become the Employee's back-up gear. Once the coat and pants are ten (10) years old, they shall be retired. Each fire station shall be furnished with an extraction washer;
14. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
15. Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer, unless the Employee decides to waive the leave time;
16. An Employee may accept outside employment in accordance with the City's Employee Handbook . Approval of outside employment shall not be unreasonably withheld;
17. Employees shall have access to view their personnel file in the office of Human Resources during said office's normal business hours;
18. The Fire Department personnel shall be allowed to operate in accordance with National and/or State licensure. Any changes to medical requirements are subject to negotiation.

SECTION 2.02 - HOURS OF DUTY

Operations Division Employees

The hours of duty for each operations division Employee shall begin at 7:00 A.M. Each shift shall be on duty twenty-four (24) hours. All Employees shall be ready to work at 7:00 A.M., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follows: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized, unless otherwise modified through the DRC process shall govern daily activities.

Shift Employees in the operations division may be relieved in a reasonable time prior to the end of their shift by the oncoming shift Employee; however, the oncoming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, for example, in a modified duty, shall work a 40-hour week. The 7k exemption shall not apply to Employees assigned to administrative detail, and these Employees shall be non-exempt Employees eligible for overtime or comp time if required to work beyond 40 hours in a week.

Employees assigned to administrative detail and on a 40-hour work week may be assigned to work 10-hours per day, 4 days per week; or assigned to work 8-hour days, 5 days per week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 A.M. and end as late as 6:00 P.M. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require, such as a Training Captain conducting the required multi-company night drills. Personnel assigned to administrative detail may be given an unpaid lunch period of no less than 30 minutes and no more than 60 minutes and shall be given paid rest periods of 15 minutes every 2 hours.

The City shall not assign a Firefighter, Equipment Operator, or Fire Captain to administrative detail on a 40-hour week unless:

1. The Employee is placed on modified-duty due to a work-related illness or injury;
2. The Employee and Fire Administration mutually agree on the reassignment;
3. The Employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The Employee is reassigned as part of a disciplinary process; or
5. The Employee is reassigned to attend mandatory training in order to meet his or her job description.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 - PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least 90 days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department Employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department Employee is selected to be displaced by a layoff, the City shall give the Employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire department, the Employee shall assume that position or be laid off. If one or more Employees are eligible for its position, the vacancy shall be filled by the Employee having the greatest departmental seniority.

2. If no vacancy in the same job classification exists in the Fire Department, the displaced Employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the Employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the Employee fails to meet the minimum requirements after twelve months, they will immediately be laid off with no recall provisions. If one or more Employees are eligible for the position, the vacancy shall be filled by the Employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced Employee chooses to not fill a vacancy in a lower-graded position, then the displaced Employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.
4. Any Employee bumped by Paragraph (3) above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held if a vacancy exists; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.

Recall of Personnel from Force Reduction

A laid off Employee shall be placed on a recall list for a period not to exceed one year. In order to maintain certifications, the City shall provide, at the City's expense, the required training for Employees who have been laid off. Additionally, the City will hold the position of the laid off Employee while training is being obtained to fulfill or reinstate certification requirements. The training requirements must be fulfilled within six (6) months of reinstatement. Extensions to obtain the necessary training requirements must be approved by the Fire Chief and will only be allowed for extenuating circumstances and/or training availability. If there is a recall, Employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification, which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the Employee via certified mail, to the Employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled Employee must notify the Fire Chief in writing, within three (3) days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the Employee. It is the obligation and responsibility of the Employee to provide the City's Human Resources department with his or her current mailing address. The City shall withdraw the Employees' recall notice and remove the Employee from the recall list, if no response is provided after three (3) days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An Employee, who is recalled from layoff prior to one year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 - PROMOTIONS AND HIRING

The Parties agree to conform and comply with the promotional policies that are currently in place.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Fire Engineer, Lieutenant, Fire Captain and Battalion Chief with Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Republic Fire Department personnel.

SECTION 2.05 - PERSONNEL TRANSFERS

For the purpose of this Section, a transfer is an official move of an Employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this Section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this Section to maintain an annual number of total involuntary transfers of Employees with more than four years' continuous service with the Fire Department to less than 5% of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel for reasons other than request, promotion, or demotion of that Employee. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all Employees notifying them that transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, where they would continue to operate in the same job classification. The request will only be considered for that posting. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, or transfers.
2. Address personnel issues, including disciplinary action.
3. By request of an Employee.
4. Making promotions, demotions, and lateral transfers.
5. Opening, closing, relocating fire stations.

Limitations

1. Upon request, the Employer will provide its reasons for a transfer decision.
2. Transfers will not be made for retaliatory or discriminatory reasons.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an Employee with more than four years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance / arbitration procedure.

5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with City policies.

SECTION 2.06 - DISPUTE RESOLUTION AND GRIEVANCE APPEAL PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any Employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "DISCIPLINARY APPEAL PROCEDURE" below and are not subject to the arbitration procedure. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure.

Grievances shall be processed by the Union on behalf of an Employee, on behalf of a group of Employees, or the Union itself. Either party may have the grievant or one (1) grievant representing group grievants present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure upon their request. Grievances may be filed on behalf of two (2) or more Employees only if the same, or similar issues apply to all Employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section this Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving Employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within 15 calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved Employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the Employee and his/her immediate supervisor. The Employee shall make their complaint to their immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete their assigned work task and complain later. The Union may initiate grievances at Step one (1) described below.

Grievance Handling

No Employee or Union representative shall leave his/her work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or their designee. In the event of a grievance, the Employee shall always perform their assigned work task and grieve their complaint later, unless the Employee reasonably believes that the assignment endangers their immediate safety.

Grievance Procedure

Step 1:
If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the Employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:
If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or their designee. Within ten (10) calendar days thereafter, the Fire Chief or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or their designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:
If the Union is not satisfied with the Fire Chief's Response, it shall request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. The Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resources Director's decision the grievance may be advanced to arbitration.

Step 4:
If the dispute is not settled at Step 3, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 3. Grievances which are not timely advanced are waived.

Step 5:
Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the Federal Mediation

Consolidation Services (FMCS) to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Republic unless otherwise agreed to by both parties.

Step 6:
Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs only. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement as submitted to them by the parties and shall have no authority to make a decision on any issue not so submitted to them. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law, City Ordinance or Charter, or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

1. Grievances may be withdrawn at any step of the grievance procedure without precedent.
2. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
3. If mutually agreed upon, both parties will engage in mediation prior to arbitration.
4. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Appeal Procedure

The Disciplinary Appeal Procedure shall be applicable to Employees and shall include the demotion in rank, suspension without pay, or discharge of employment. The Disciplinary Appeal Procedure by Employees shall be handled in the same manner as other similar City employees under the City's Employee Handbook.

SECTION 2.07 - SHIFT EXCHANGE / TIME TRADING

Employees may time trade, if the following apply:

1. Employees requiring time trades to accommodate their obligations for military Reservist duties shall not be prohibited from time trading with any qualified employee.
2. In addition to the Shop Steward and Secretary-Treasurer of the Republic Professional Firefighters Local 152, additional time trades will be allowed for employees who hold a Union office with the Missouri State Council of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 or the International Association of Fire Fighters. Other officers of the Union will be allowed additional time trades for attending conventions or other Regional or National Union events at the request of the Union's President.
3. Overtime must be approved in advance by the Fire Chief, or designee.

Employees working a time trade shall be covered by Worker's Compensation. Employees working a time trade shall be covered by their pension system as if they were on duty, in the event a disabling injury occurs to the employee while working the time trade.

SECTION 2.08 - NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until relieved or until the assignment is completed.

In the event the Fire Department must call in an employee to ensure adequate staffing, the Department shall:

1. Attempt to fill the vacancy with an employee of equal rank;
2. Shall first utilize the call-in list to attempt to find an Employee who will voluntarily report to work;
3. If the call in list is exhausted, then the Department shall utilize the roster to contact Employees and can mandate that a qualified Employee return to work. Overtime will be paid in accordance with departmental policy.

In the event the Fire Department issues an order for the Employee to report to a site or enter information on a personal computer, then the time in which the Employee carries out these orders shall be compensable at the regular rate of pay.

In the event an Employee is physically unable to safely perform the duties required for overtime, the Employee shall be obligated to state that he or she is "sick." The Employee shall be exempt from being required to work that overtime assignment.

In the event an Employee is physically unable to report to work due to being out of the region, the Employee shall advise the officer who is making the call-back of an estimated date and time in which the Employee could report to work. If the Employee's presence is still required, the Employee shall be exempt from being required to work until that estimated time is reached.

Travel Between Stations

In the event an Employee is called in to work at a location other than the Employee's assigned fire station, the Employee will be considered on the clock at the time the Employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed. Additionally, the Employee will be paid an additional hour of work in an attempt to acknowledge the level of disruption to the employee's off-duty schedule.

SECTION 2.09 - EXTREME WEATHER

While Fire Fighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training, drills, outdoor public education events or apparatus demonstrations conducted during extreme weather conditions. Extreme weather conditions include the following:

1. Temperatures below 32 degrees Fahrenheit, and in no case with a wind chill at or below 20 degrees Fahrenheit, or above 90 degrees Fahrenheit based upon the National Weather Service.

Exceptions to this provision may be granted on a case-by-case basis with the approval of the Fire Chief and the Union President or Union shop steward.

SECTION 2.10 – MINIMUM STAFFING

Current minimum staffing for units in service for responding to **all** calls shall consist of:

Station 1:

- One Captain or Acting Captain
- One Engineer or Acting Engineer
- One Fire Fighter

Station 2:

- One Captain or Acting Captain
- One Engineer or Acting Engineer

Should the citizens of Republic approve additional funding, or anytime during the terms of this agreement the following apparatus may be added for responding to calls:

Rescue:

- One Lieutenant or Acting Lieutenant
- One Fire Fighter

The term "Acting" refers to a member of the Fire Department of a different rank who is able to competently perform the duties of the position they are filling.

One or more units out of service for training, PR, or any other event shall not exceed four (4) hours unless mutually agreed upon. Personnel called in to staff a unit for district coverage or to staff an event, the called in personnel shall receive double time (2x hourly rate) for the hours providing coverage.

From time to time, fire protection, EMS, or extrication equipment will be requested for special events.

The minimum staffing for these special events shall be one (1) fire engine staffed with one Captain or "Acting" Captain, one Equipment Operator or "Acting" Equipment Operator, and one Firefighter or "Acting" Fire Fighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 - FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act.

Pay Periods

Employees shall have the same pay schedule and pay periods as other City employees.

Overtime Calculations

Overtime calculations and pay for Employees shall be in accordance with the City's current Administrative Policy, Employee Handbook, or Ordinances.

Deductions

Deductions from the wages for Employees shall be handled in the same manner as any other City employee with the addition of Union Dues and defined and outlined in this Agreement.

SECTION 3.02 – WAGES

FY 2021 wages consistent with approved budget process in Ordinance 20-50.

The City will continuously and actively pursue viable funding options to remain competitive with wages.

Out-Of-Title Pay

An Employee is considered to work Out-Of-Title anytime said Employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an Employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy. Out of title will be paid in accordance with Administrative Policy.

3.03 - HEALTH INSURANCE

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

SECTION 3.04 - PENSION AND RETIREMENT

LAGERS

Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System ("LAGERS") as any other City employee at the same contribution level as other City employees.

Should the City add another retirement benefit, Employees will receive the same defined benefit and contribution level as other City employees.

SECTION 3.05 - MODIFIED DUTY

Presumptive Clauses within RSMO Chapter 87

An Employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the Employee's physician, may request the same modified duty rights as an Employee who becomes injured or ill in the line of duty.

Non-Duty

An Employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the Employee's medical restrictions at the discretion of the employer.

SECTION 3.07 - UNIFORM GUIDELINES

Clothing Allowance

The City shall supply all uniforms and department clothing, including boots, as needed to the Employee. The Employee will surrender upon termination of service all uniforms and department clothing bought by the City. When the Employee receives uniforms or department clothing, they shall turn in the old clothing that is being replaced. The style of uniform or department clothing that is currently used will remain in place. Before any changes are made to the uniforms or department clothing styles, the City and the Department Relations Committee (DRC) shall agree on those changes. The Fire Department will keep an internal policy regarding clothing allowance.

ARTICLE 4 – LEAVE

SECTION 4.01 - VACATION

Vacation time, including payout for any unused vacation time for Employees, will be defined in the Employee Handbook.

SECTION 4.06 - SICK LEAVE

Sick Leave accumulation and payout for Employees will be defined in the Employee Handbook.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.02 - SAVINGS PROVISION

If any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 - PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect as of the date specified in the adoption Ordinance and shall continue in full force and effect for a period of three (3) years to and including February 2, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect. Should a new agreement not be reached in a timeframe that allows economic items to be factored into the City's annual budget process, the City shall, at a minimum, afford the Union the opportunity to accept any economic enhancements extended to other City employees while impasse continues. The offering or acceptance of said enhancements, as an individual action unaccompanied by other actions, shall not be construed by either party as either a termination of bargaining. or bargaining in bad faith.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect in accordance with Section 5.05 of this Agreement.

SECTION 5.04 - REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 - Evergreen Clause

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until February 2, 2024. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

Section 5.06 NO STRIKE / NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any Employee or group of Employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union Employees will not be required to cross picket lines at locations, for purposes other than performing the functions of their jobs.

SECTION 5.07 - APPROVAL OF THE AGREEMENT

President, IAFF, Local 152	Fire Chief
Republic Shop Steward IAFF, Local 152	Director of Human Resources
Executive Vice President, IAFF, Local 152	City Administrator

APPENDIX A - PAC Authorization Form

I hereby authorize the City of Republic, Missouri to deduct _____ dollar(s) per pay period from my paycheck, through automatic payroll deductions for the sole purpose of paying said amount over to the Southern Missouri Professional Firefighters PAC.

1. The amount which I am hereby authorizing to be deducted from my paycheck will be automatically deducted from my paycheck on each subsequent pay period, unless I revoke or change this authorization in accordance with paragraph 3 of this Authorization. The amount so deducted shall be paid over by the City of Republic to the Southern Missouri Professional Firefighters Association within 14 days of the date it is deducted from my paycheck.
2. Deductions can only be authorized in whole dollar amounts. For example, I can authorize a deduction of $1.00 or $5.00 per pay period, but not $1.75 or $4.50 per pay period.
3. An individual may begin payroll deduction at any time throughout the year, but can change or choose to end the deduction only during the open enrollment period in the City of Republic.

I understand and agree to the above terms and conditions. Please begin the deduction with my next paycheck (unless the next pay day is less than two weeks from the date on which the City receives this authorization, in which case it may, in its sole discretion, begin the deduction with the paycheck for the next following pay period).

_____ _____

Signature Print Name

_____ _____

Date City Payroll Number

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-06 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 3.55 Acres from Two-Family Residential (R-2) to 3.3 Acres of Two-Family Residential (R-2) and Approximately 8.19 Acres from Multi-Family Residential (R-3) to 8.5 Acres of Multi-Family Residential (R-3), Located at 634 West Hines.
Submitted By:	Karen Haynes, Planning Manager, BUILDS Department
Date:	January 19, 2021

Issue Statement

Cedar Park Investments, LLC has applied to change the Zoning Classification of approximately (3.3) acres to Two-Family Residential (R-2) and approximately (8.5) acres of Multi-Family Residential (R-3).

Discussion and/or Analysis

The property subject to this Rezoning Application currently has approximately (8.19) acres of Multi-Family Residential (R-3) Zoning and (3.55) acres of Two-Family Residential (R-2) Zoning. The proposed Rezoning configuration would change the Multi-Family Residential Zoning (R-3) from (8.19) acres to (8.5) acres and the Two-Family Residential (R-2) Zoning from (3.55) acres to (3.3) acres; the reconfiguration is requested to align with their proposed Preliminary Plat.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City.**

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

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 **High Density Residential FLUM** designation in the area of the proposed Multi-Family Residential Rezoning configuration and a **Medium Density FLUM** designation in the area of the proposed Two-Family Residential Rezoning configuration. The City's Adopted 2005 Land Use Plan has identified the "High Density Residential FLUM designation" as Multi-Family Residential development of more than eight (8)

units per acre; the "Medium Density Residential FLUM designation" as Two-Family Residential development at four (4) to seven (7) units per acre and neighborhood compatible institutional uses."

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to commercial 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 general trend of development in the vicinity of the subject property is residential development.

Compatibility with Surrounding Land Uses

The subject property is surrounded by Agricultural (AG) to the north, Medium Density Single-Family (R1-M) to the east, Agricultural (AG) to the west, and Multi-Family Residential (R-3) and Medium Density Single-Family Residential (R1-M) to the south.

The land uses permitted in the Two-Family Residential (R-2) Zoning District include single-family dwellings, zero-lot line dwellings, and two-family dwellings.

The land uses permitted in the Multi-Family Residential Zoning District include multi-family, two-family, zero-lot line, and single-family dwellings.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: The parcel is currently served by a six (6) inch water main at the termination of North Cedar Avenue and a six (6) inch water main at the termination of West Red Maple Drive; subsequent development of the parcel will require looping of the water mains in these locations.

The municipal water system currently has the capacity to serve new residential development at this location.

The sanitary sewer will flow from the parcel directly to the Wastewater Treatment Facility; the Wastewater Treatment Facility currently has capacity to serve new residential development at this location.

The referenced parcel contains sections of water, sanitary sewer, and stormwater pipes installed by a previous developer; these utility pipes were never tested, accepted, or dedicated to the City. Subsequent development will require testing of these systems and the construction of additional infrastructure to serve the development, as needed and permitted through the review of Infrastructure Construction Plans.

Transportation: A Traffic Impact Study (TIS) was not required for the Rezoning Application due to a negligible impact from the Rezoning request.

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

Sinkholes: The subject parcel **does** contain two (2) identified sinkholes on the northern half of the property. The Republic City Code requires a thirty (30) foot setback for residential development; subsequent development will require the submittal of a Sinkhole Analysis Report.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses,** and **able to be adequately served by municipal facilities.** Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 3.55 ACRES FROM TWO-FAMILY RESIDENTIAL (R-2) TO 3.3 ACRES OF TWO-FAMILY RESIDENTIAL (R-2) AND APPROXIMATELY 8.19 ACRES FROM MULTI-FAMILY RESIDENTIAL (R-3) TO 8.5 ACRES OF MULTI-FAMILY RESIDENTIAL (R-3), LOCATED AT 634 WEST HINES

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 July 28, 2003, in Ordinance 03-49, after notice and public hearing, the Board of Alderman of the City rezoned the property subject to the rezone request to a combination of R-2 and R-3 zoning; and

WHEREAS, after the City received a proposed new preliminary plat for the property subject to this rezoning request, it was determined by the City this property would need to be rezoned for the new proposed preliminary plat to be in compliance with the Ordinances of the City; and

WHEREAS, an application for an amendment to the Zoning Code and Official Zoning Map to rezone real estate located at 634 West Hines, and comprising approximately 3.55 acres from Two-Family Residential (R-2) to 3.3 Acres of Two-Family Residential (R-2) and Approximately 8.19 acres from Multi-Family Residential (R-3) to 8.5 Acres of Multi-Family Residential (R-3), was submitted to the Community Development Department Staff by Ceder Park Investments, LLC (hereinafter called the "Applicant"); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission, which did set January 11, 2021, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, a notice of the time and date of the public hearing was given by publication on December 16, 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 January 11, 2021, 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 January 19, 2021, 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. The Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located at 634 West Hines, and comprising approximately 3.55 acres from Two-Family Residential (R-2) to 3.3 Acres of Two-Family Residential (R-2) and Approximately 8.19 acres from Multi-Family Residential (R-3) to 8.5 Acres of Multi-Family Residential (R-3), such tract being more fully described as follows:

DESCRIPTION OF PROPOSED R-2 ZONING AREA THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED "GPS" AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE, N87°41'53"W, ALONG THE NORTH LINE OF WEST BROOK CENTER, A PLATTED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, A DISTANCE OF 195.23 FEET; THENCE, N01°54'23"E, A DISTANCE OF 150.80 FEET; THENCE, N43°13'52"W, A DISTANCE OF 65.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE, ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 86.39 FEET, A CENTRAL ANGLE OF 90°00'00", ALONG A CHORD BEARING N01°46'08"E, A CHORD DISTANCE OF 77.78 FEET; THENCE, N46°46'08"E, A DISTANCE OF 37.07 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE, ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 191.99 FEET, A CENTRAL ANGLE OF 55°00'00", ALONG A CHORD BEARING N19°16'08"E, A CHORD DISTANCE OF 184.70 FEET; THENCE, N08°13'52"W, A DISTANCE OF 122.53 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE, ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 103.21 FEET, A CENTRAL ANGLE OF 59°08'09", ALONG A CHORD BEARING N21°20'12"E, A CHORD DISTANCE OF 98.69 FEET; THENCE, N50°54'17"E, A DISTANCE OF 104.81 FEET TO A POINT F CURVATURE TO THE RIGHT; THENCE, ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 77.83 FEET, A CENTRAL ANGLE OF 44°35'44", ALONG A CHORD BEARING N69°35'57"E, A CHORD DISTANCE OF 75.88 FEET; THENCE, S01°54'22"W, A DISTANCE OF 789.95 FEET TO THE POINT OF COMMENCEMENT. CONTAINING 3.3 ACRES, MORE OR LESS.

DESCRIPTION OF PROPOSED R-3 ZONING AREA THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING 5/8" IRON PIN WITH A CAP STAMPED "GPS" AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE, N87°41'53"W, ALONG THE NORTH LINE OF WEST BROOK CENTER, A PLATTED SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, A DISTANCE OF 195.23 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING N87°41'53"W, A DISTANCE OF 195.43 FEET; THENCE, N87°38'32"W, A DISTANCE OF 269.07 FEET; THENCE, N01°46'01"E, A DISTANCE OF 767.60 FEET; THENCE, S88°05'20"E, A DISTANCE OF 447.13 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 276.16 FEET, AN ARC DISTANCE OF 98.93 FEET, A CENTRAL ANGLE OF 20°31'31", ALONG A CHORD BEARING N81°37'28"E, A CHORD DISTANCE OF 98.40 FEET; THENCE, S88°06'36"E, A DISTANCE OF 117.77 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT; THENCE, ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.13 FEET, AN ARC DISTANCE OF 77.97 FEET, A CENTRAL ANGLE OF 44°37'09", ALONG A CHORD BEARING S69°37'31", A CHORD DISTANCE OF 76.02 FEET; THENCE, S50°54'17"W, A DISTANCE OF 104.81 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE, ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 103.21 FEET, A CENTRAL ANGLE OF 90°00'00", ALONG A CHORD BEARING S21°20'12"W, A CHORD DISTANCE OF 98.69 FEET; THENCE, S08°13'52"E, A DISTANCE OF 122.53 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE, ALONG SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 191.99 FEET, A CENTRAL ANGLE OF 55°00'00", ALONG A CHORD BEARING S19°16'08"W, A CHORD DISTANCE OF 184.70 FEET; THENCE, S46°46'08"W, A DISTANCE OF 37.07 FEET TO POINT OF CURVATURE TO THE LEFT; THENCE, ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 86.39 FEET, A CENTRAL ANGLE OF 90°00'00", ALONG A CHORD BEARING S01°46'08"W, A CORD DISTANCE OF 77.78 FEET; THENCE, S43°13'52"E, A DISTANCE OF 65.50 FEET; THENCE, S01°54'23"W, A DISTANCE OF 150.80 FEET TO THE POINT OF BEGINNING. CONTAINING 8.5 ACRES, MORE OR LESS.

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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

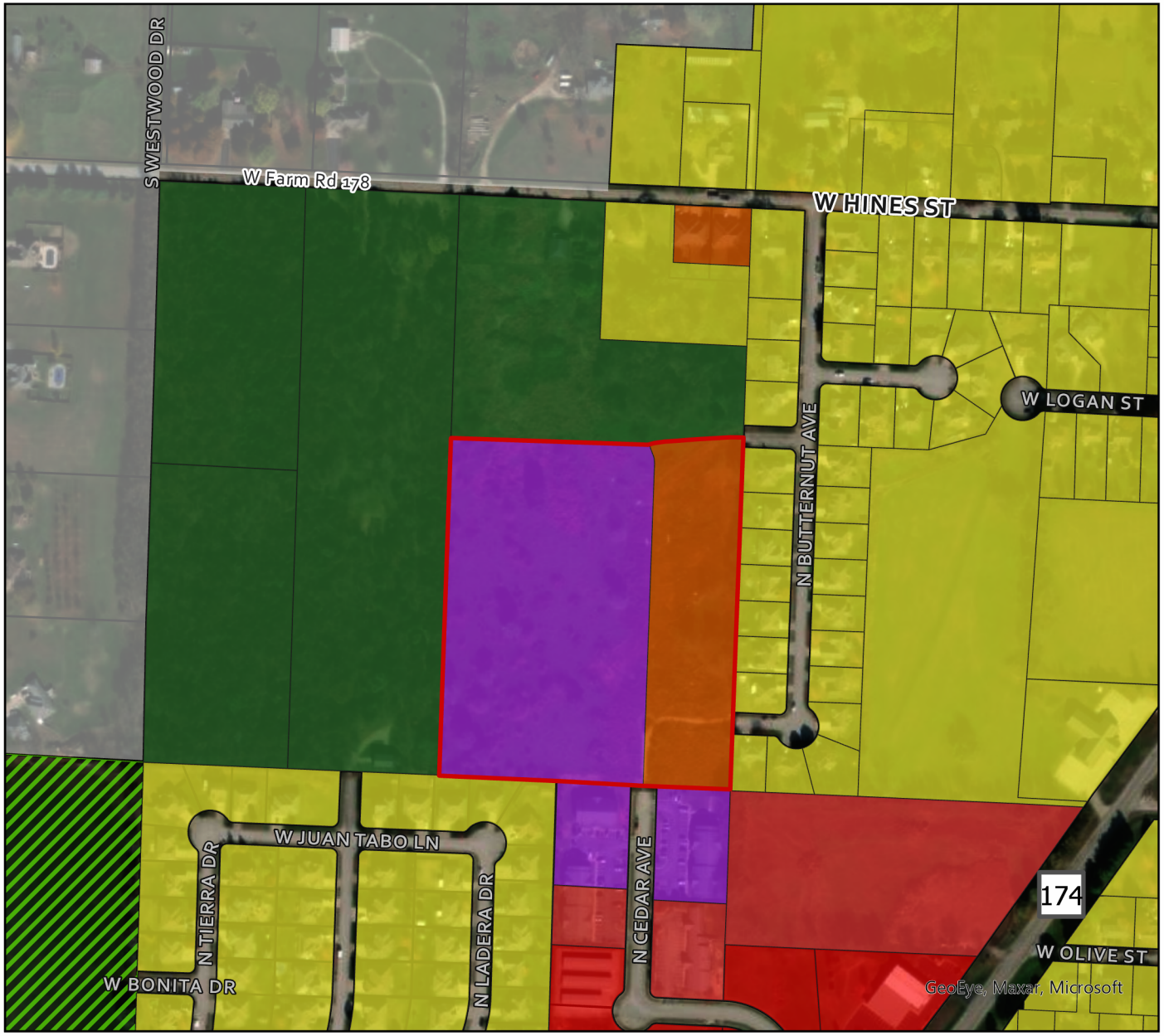
_____
Laura Burbridge, City Clerk

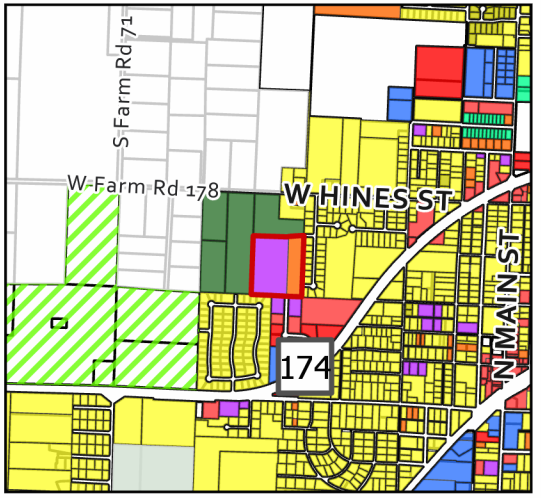
Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2021.01.14 09:23:26 -06'00'

Final Passage and Vote: _____

REZN 21-002: 634 West Hines Street

Zoning Map





Legend

- Parcels
- 634 West Hines Street

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

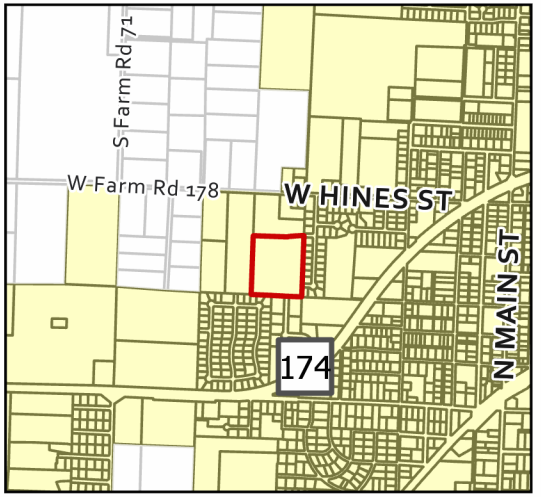
Parcel Owner: Cedar Park Investments, LLC
Parcel Address: 634 West Hines Street
Area: 11.8 Acres
Existing Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Requested Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Future Land Use Designation: High Density Residential Medium Density Residential

0 0.03 0.05 0.1 0.15 0.2
Miles

N

REZN 21-002: 634 West Hines Street

Vicinity Map



Legend

- Parcels
- 634 West Hines Street

Parcel Owner: Cedar Park Investments, LLC
Parcel Address: 634 West Hines Street
Area: 11.8 Acres
Existing Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Requested Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Future Land Use Designation: High Density Residential Medium Density Residential

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Miles

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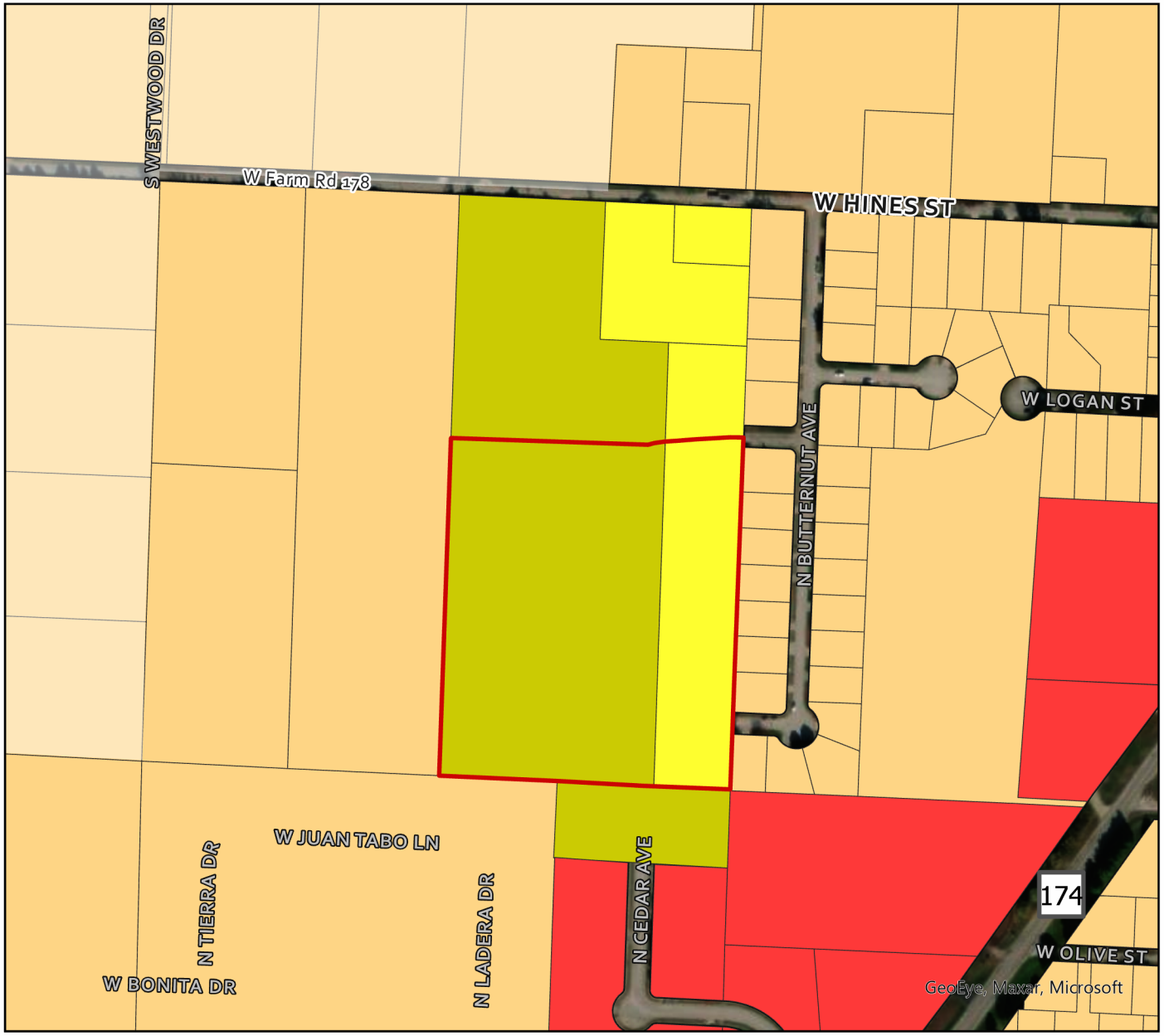
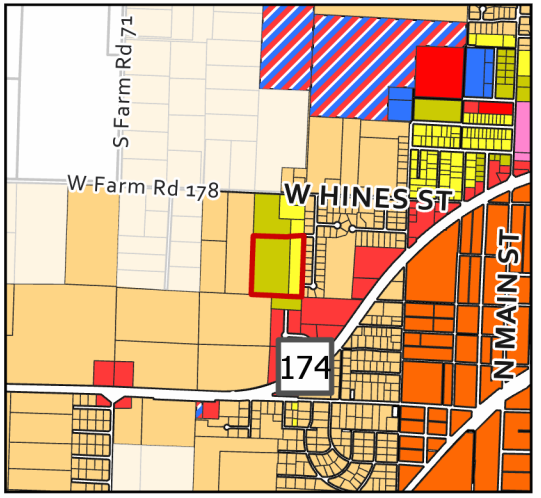
REZN 21-002: 634 West Hines Street

Future Land Use Map





Legend

- Parcels
- 634 West Hines Street

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: Cedar Park Investments, LLC
Parcel Address: 634 West Hines Street
Area: 11.8 Acres
Existing Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Requested Zoning: Two-Family Residential (R-2), Multi-Family Residential (R-3)
Future Land Use Designation: High Density Residential Medium Density Residential

0 0.03 0.05 0.1 0.15 0.2
Miles

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-07 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 0.22 Acres from Agricultural (AG) and 18.97 Acres from General Commercial (C-2), Located Northeast of the Northeastern Right-Of-Way Line of Missouri State Route 360, to Light Industrial (M-1).
Submitted By:	Karen Haynes, Planning Manager, BUILDS Department
Date:	January 19, 2021

Issue Statement

Morelock Family Limited Partnership has applied to change the Zoning Classification of (**0.22) acres Agricultural (AG) and (18.97) acres General Commercial (C-2)** of property located northeast of the northeastern Right-of-Way line of Missouri State Route 360 (James River Expressway) **to Light Industrial (M-1).**

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately (**19.19) acres** of land located northwest of the intersection of State Route 360 (James River Expressway) and State Highway MM. The property is currently vacant.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City.**

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

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 **Neighborhood Commercial District FLUM** designation. The City's Adopted 2005 Land Use Plan has identified the "**Neighborhood Commercial"** Future Land Use Map designation as a Mixed-Use area described as, **"Retail and office uses; including small neighborhood shopping centers and isolated retail businesses."**

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to commercial development, as follows:

- **Goal:** Expand the opportunity for new commercial development in the City.
  - **Objective:** Increase the amount of land available for commercial development in the City.
- **Goal:** Create a more diverse economic base while increasing the retail growth within the City
  - **Objective:** Diversity economy to absorb more retail, office, and light manufacturing development.
- **Goal:** Redevelop and revitalize existing commercial centers and encourage infill development of vacant commercial land using the existing built-out infrastructure.

The general trend of development in the vicinity of the subject property, along State Highway MM, is industrial and manufacturing development.

Compatibility with Surrounding Land Uses

The subject property is surrounded by Heavy Industrial (M-2) Zoning to the north and west and General Commercial (C-2) and Agricultural (AG) to the east; the parcel is separated from parcels to the south by James River Expressway.

The land uses permitted in the Light Industrial (M-1) Zoning District include uses permitted in General Commercial (C-2), warehouses, manufacturing, and associated office uses.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: The parcel can be served by a twelve (12) inch water main parallel to State Highway MM; subsequent development of the parcel may require looping a water main from State Highway MM to the twelve (12) inch water main along West Carnahan Street. The municipal water system has the capacity to serve potential M-1 development of the subject parcel.

The sanitary sewer will flow from the parcel to the Brookline North Lift Station, McElhaney, and Shuyler Creek Lift Stations, before being pumped to the Wastewater Treatment Facility. The City's Lift Stations and Wastewater Treatment Facility currently have the capacity to serve new light industrial development at this location.

Transportation: A Traffic Impact Study (TIS) was required and reviewed by the BUILDS Department and MODOT. Subsequent review of the development plans will define required transportation improvements and location of entrances into the development.

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

Sinkholes: The subject parcel **does not** contain any identified sinkholes.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses,** and **able to be adequately served by municipal facilities.** Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING AMENDING THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.22 ACRES FROM AGRICULTURAL (AG) AND 18.97 ACRES FROM GENERAL COMMERCIAL (C-2), LOCATED NORTHEAST OF THE NORTHEASTERN RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 360, TO LIGHT INDUSTRIAL (M-1)

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 northeast of the northeastern right of way line of Missouri State Route 360, and comprising approximately 0.22 Acres from Agricultural (AG) and 18.97 acres from General Commercial (C-2) to Light Industrial (M-1), was submitted to the Community Development Department Staff by Morelock Family Limited Partnership (hereinafter called the "Applicant"); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission, which did set January 11, 2021, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, a notice of the time and date of the public hearing was given by publication on December 16, 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 January 11, 2021, 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 6 Ayes to 0 Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on January 19, 2021, 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. The Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located northeast of the northeastern right of way line of Missouri State Route 360, and comprising approximately 0.22 Acres from Agricultural (AG) and 18.97 acres from General Commercial (C-2) to Light Industrial (M-1), such tract being more fully described as follows:

A TRACT OF LAND BEING DESCRIBED IN BOOK 2194 AT PAGE 533 IN THE GREENE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY FOUR (34), TOWNSHIP TWENTY NINE (29) NORTH, RANGE TWENTY THREE (23) WEST, GREENE COUNTY, MISSOURI; COMMENCING AT AN EXISTING 5/8" IRON PIN AT THE NORTHEAST CORNER OF SAID SECTION THIRTY FOUR (34); THENCE SOUTH 01o11'12" EAST A DISTANCE OF 1,244.94 FEET TO STATION 0+495.615 OF MISSOURI STATE HIGHWAY MM; THENCE SOUTH 88o43'09" WEST OF SAID STATION 0+495.615 A DISTANCE OF 108.27 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE SOUTH 02o38'41" EAST A DISTANCE OF 87.54 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE SOUTH 02o38'41" EAST A DISTANCE OF 326.00 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 98.43 FEET WEST OF STATION 0+621.626 OF SAID MISSOURI STATE HIGHWAY MM; THENCE SOUTH 04o42'52" EAST A DISTANCE OF 164.34 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING WEST 88.58 FEET WEST OF STATION 0+671.626; THENCE SOUTH 02o52'12" EAST A DISTANCE OF 73.85 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 85.30 FEET WEST OF STATION 0+695; THENCE SOUTH 05o13'35" WEST A DISTANCE OF 306.99 FEET TO AN IRON IN FOR CORNER, SAID CORNER BEING 88.58 FEET WEST OF STATION 0+792.327 OF SAID MISSOURI STATE HIGHWAY MM; THENCE SOUTH 25o38'01" WEST A DISTANCE OF 163.94 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 391.37 FEET NORTH OF STATION 2+903.682 OF JAMES RIVER FREEWAY; THENCE NORTH 85.55'01" WEST A DISTANCE OF 100.21 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 328.08 FEET NORTH OF STATION 2+800; THENCE NORTH 53o43.21 WEST A DISTANCE OF 594.94 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 255.91 FEET NORTH OF STATION 2+700; THENCE NORTH 57o37'32" WEST A DISTANCE OF 278.32 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 203.41 FEET NORTH OF STATION 2+616.689; THENCE NORTH 50o27'12" WEST A DISTANCE OF 305.12 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING 183.73 FEET NORTH OF STATION 2+523.881 OF SAID JAMES RIVER FREEWAY; THENCE NORTH 46o45'15" WEST A DISTANCE OF 401.65 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 88o24'42" EAST A DISTANCE OF 1,409.67

FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS..

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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

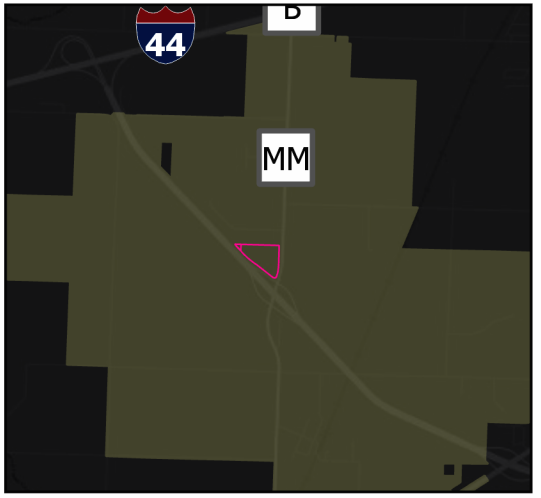
_____
Laura Burbridge, City Clerk

Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2021.01.14 08:17:50 -06'00'

Final Passage and Vote: _____

REZN 20-007: Morelock

Vicinity Map



Legend

- Parcels
- Morelock_Prop

Parcel Owner: Tarasa LLC
PIN: 881434100005 and 881434100008
Area: 18.97 Acres and 0.22 Acres
Existing Zoning: Agricultural (AG) and General Commercial (C-2)
Requested Zoning: Light Manufacturing (M-1)
Future Land Use Designation: Local Commercial

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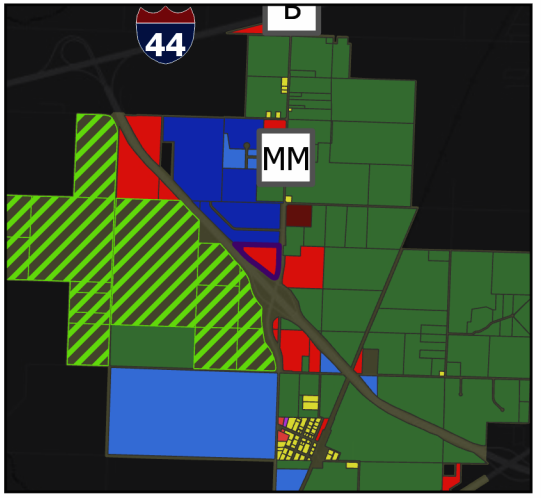
REZN 20-007: Morelock

Zoning Map



Legend

- Parcels
- Morelock_Prop

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: Tarasa LLC
PIN: 881434100005 and 881434100008
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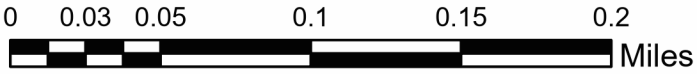
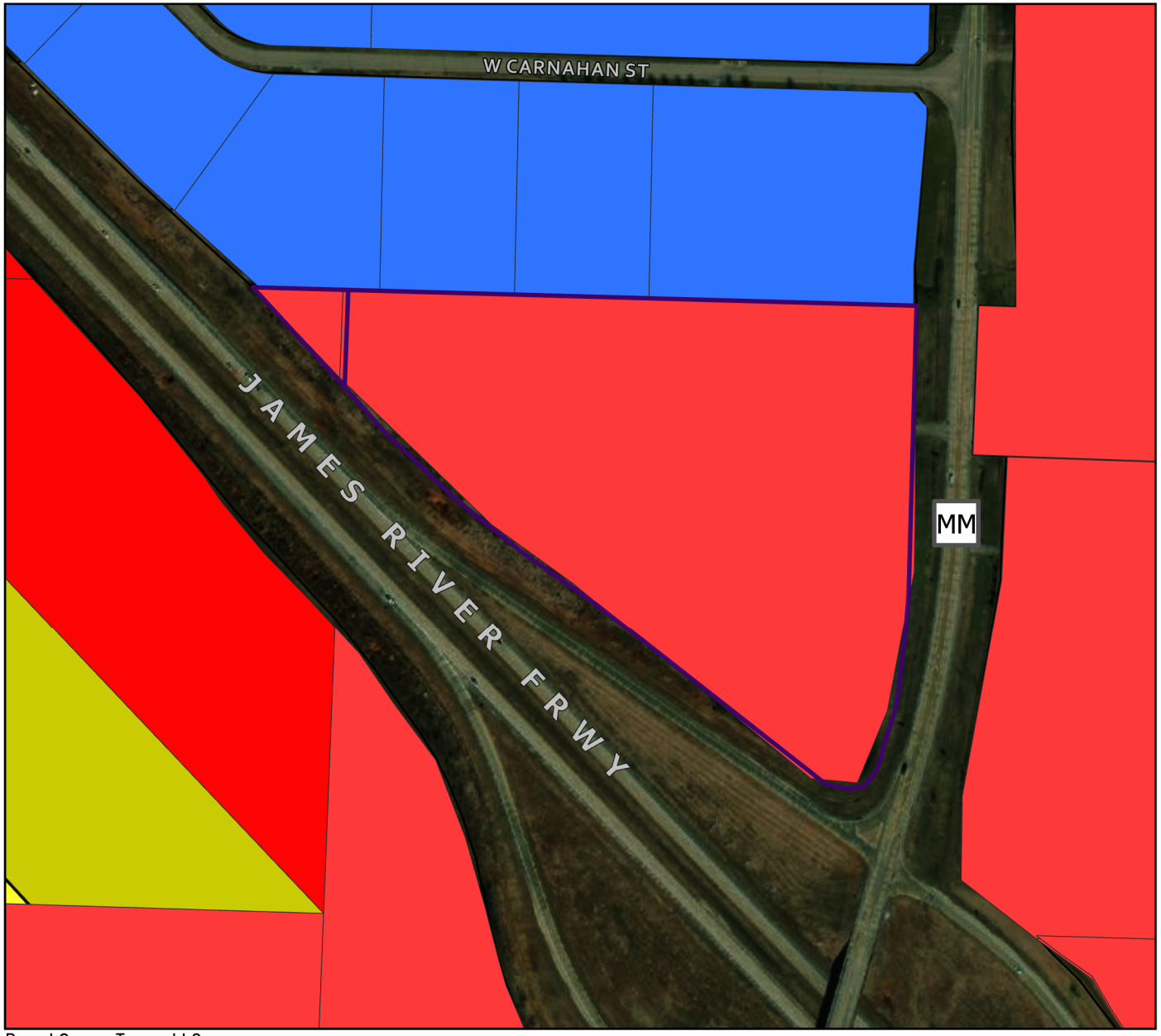
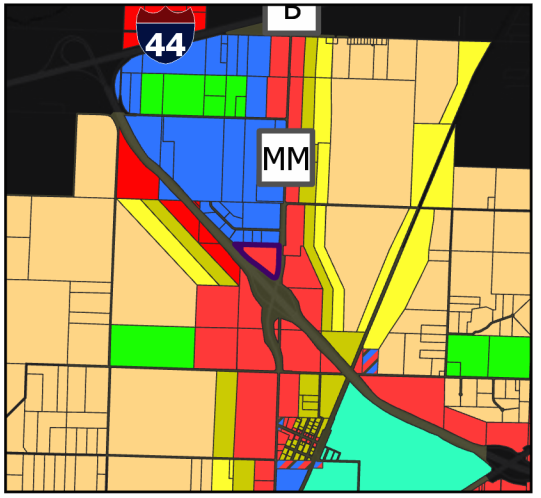


REZN 20-007: Morelock

Future Land Use Map





Legend

- Parcels
- Morelock_Prop

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: Tarasa LLC
PIN: 881434100005 and 881434100008
Area: 18.97 Acres and 0.22 Acres
Existing Zoning: Agricultural (AG) and General Commercial (C-2)
Requested Zoning: Light Manufacturing (M-1)
Future Land Use Designation: Local Commercial

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AGENDA ITEM ANALYSIS

Project/Issue Name:	21-08 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 0.29 Acres, Located at 2860 North Brookline Avenue, to Local Commercial (C-1).
Submitted By:	Karen Haynes, Planning Manager, BUILDS Department
Date:	January 19, 2021

Issue Statement

The City of Republic has applied to change the Zoning Classification of approximately (**0.29) acres** of property located at 2860 North Brookline Avenue to **Local Commercial (C-1).**

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately (**0.29) acres** of land located at 2860 North Brookline Avenue. The City of Republic acquired the property, formerly the Village of Brookline's City Hall, during the consolidation of Brookline. The property does not have a current Zoning Designation.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City.**

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

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 **Neighborhood Commercial District FLUM** designation. The City's Adopted 2005 Land Use Plan has identified the "**Neighborhood Commercial"** Future Land Use Map designation as a Mixed-Use area described as, **"Retail and office uses; including small neighborhood shopping centers and isolated retail businesses."**

The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to commercial development, as follows:

- **Goal:** Expand the opportunity for new commercial development in the City.
  -

- **Objective:** Increase the amount of land available for commercial development in the City.
- **Policies:**
  - Proactive consideration of Rezoning Requests where there are opportunities to provide land for commercial development.

- **Goal:** Create a more diverse economic base while increasing the retail growth within the City
  - **Objective:** Diversify economy to absorb more retail, office, and light manufacturing development.
  - **Policies:**
    - Recognize the needs and concerns of existing businesses and assist in their growth and development.
- **Goal:** Redevelop and revitalize existing commercial centers and encourage infill development of vacant commercial land using the existing built-out infrastructure.
  - **Objective:** Promote revitalization of existing commercial areas.

The general trend of development in the vicinity of the subject property, along North Brookline Avenue, is industrial development and commercial redevelopment.

Compatibility with Surrounding Land Uses

The subject property is surrounded by Local Commercial (C-1) to the north, east, and south and Light Industrial (M-1) to the west.

The land uses permitted in the Local Commercial (C-1) Zoning District include restaurant, retail, and offices.

Capacity To Serve Potential Development and Land Use

Municipal Water and Sewer Service: The parcel is currently served by an eight (8) inch sewer line on Haile Street and can be served by twelve (12) inch water main along the east side of North Brookline Avenue.

The sanitary sewer will flow from the parcel to the McElhaney Lift Station, and to the Shuyler Creek Lift Station, and finally to the Wastewater Treatment Facility. The City's water system, Lift Stations, and Wastewater Treatment Facility currently have capacity to serve new commercial development at this location.

Transportation: A Traffic Impact Study (TIS) was not required for the Rezoning Application due to several very recent Traffic Impact Studies along the State Highway MM corridor and planned improvements along this area of Brookline Avenue/State Highway MM.

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

Sinkholes: The subject parcel **does not** contain any identified sinkholes.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, 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. 21-08 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 0.29 ACRES, LOCATED AT 2860 NORTH BROOKLINE AVENUE, TO LOCAL COMMERCIAL (C-1)

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 2860 North Brookline Avenue and comprising approximately 0.29 acres to Local Commercial (C-1), was submitted to the Community Development Department Staff by the City of Republic, Missouri (hereinafter called the "Applicant"); and

WHEREAS, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission, which did set January 11, 2021, as the date a public hearing would be held on such application and proposed amendment; and

WHEREAS, a notice of the time and date of the public hearing was given by publication on December 16, 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 January 11, 2021, 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 6 Ayes to 0 Nays, recommended the approval of such application for rezoning; and

WHEREAS, the application for rezoning and to amend the Zoning Code and Official Zoning Map was submitted to the City Council at its regular meeting on January 19, 2021, 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 2860 North Brookline Avenue and comprising approximately 0.29 acres to Local Commercial (C-1), such tract being more fully described as follows:

BEGINNING 30' EAST AND 283.08' SOUTH OF THE NEW CORNER OF THE SW1/4 OF THE NW1/4, OF SECTION TWO (2), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), ON THE SOUTH OF R/W OF WASHINGTON AVENUE; THENCE SEEARLY ALONG SAID R/W ON AN INTERIOR ANGLE OF 67 DEG. 31 MIN. 141.39' THENCE SOUTHWESTERLY ON AN INTERIOR ANGLE OF 90 DEG. 00 MIN. 100'; THENCE NORTH 108.23' TO THE POINT OF BEGINNING. ALL IN THE VILLAGE OF BROOKLINE, MISSOURI.

Section 2. In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3. The whereas clauses 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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

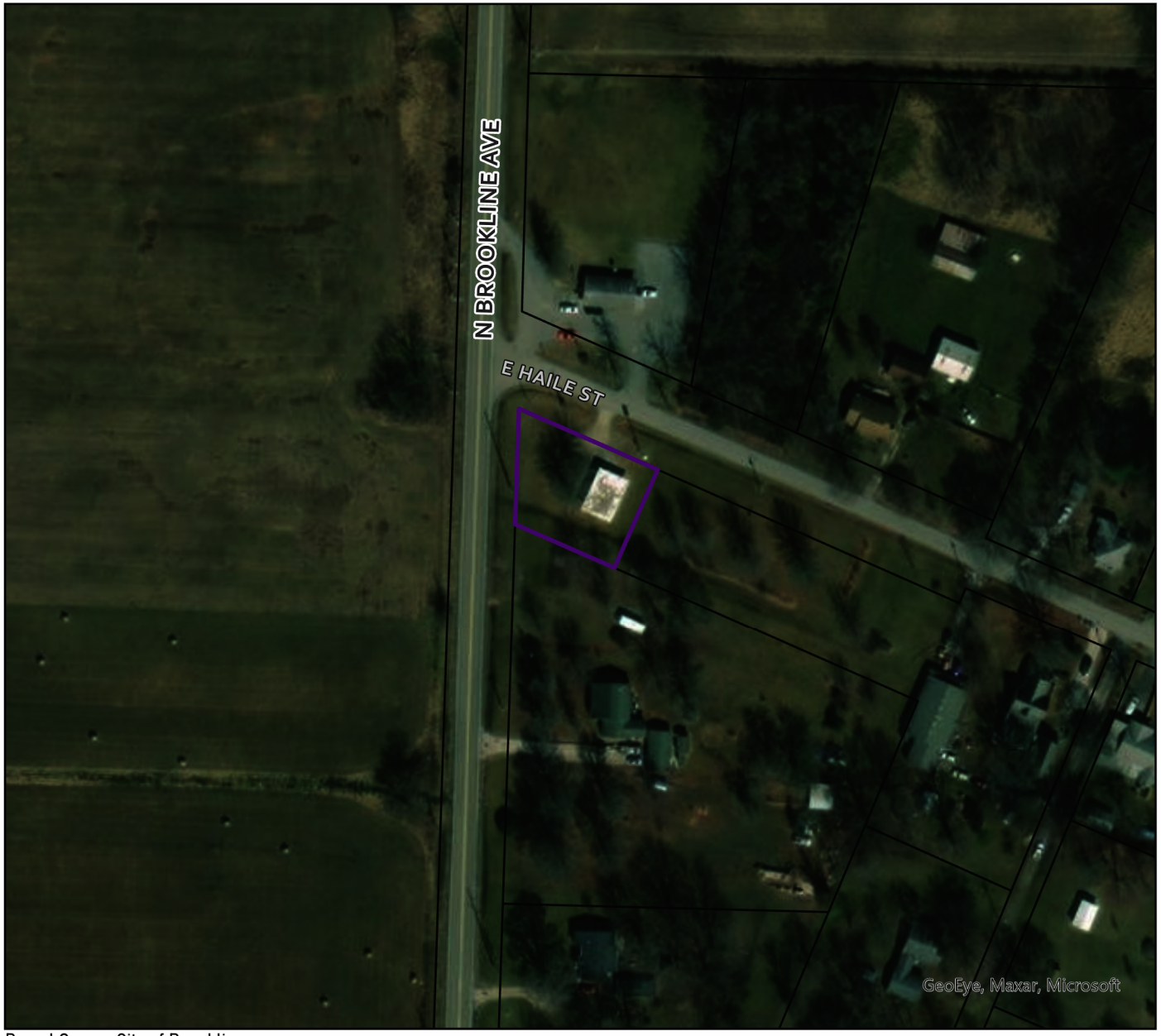
_____
Laura Burbridge, City Clerk

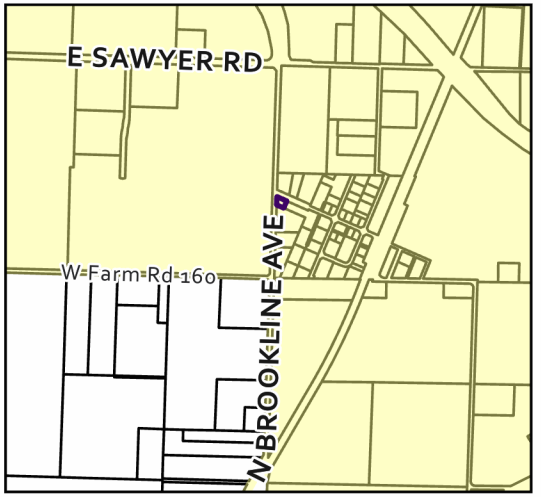
Approved as to Form: _____, Scott Ison, City Attorney
Digitally signed by Scott Ison
Date: 2021.01.14 08:13:29 -06'00'

Final Passage and Vote: _____

REZN 20-001: Brookline City Hall

Vicinity Map





Legend

- Parcels
- Brookline City Hall

Parcel Owner: City of Republic
Parcel Address: 2860 North Brookline Avenue
Area: 0.29 Acres
Existing Zoning: None
Requested Zoning: Local Commercial (C-1)
Future Land Use Designation: Neighborhood Commercial

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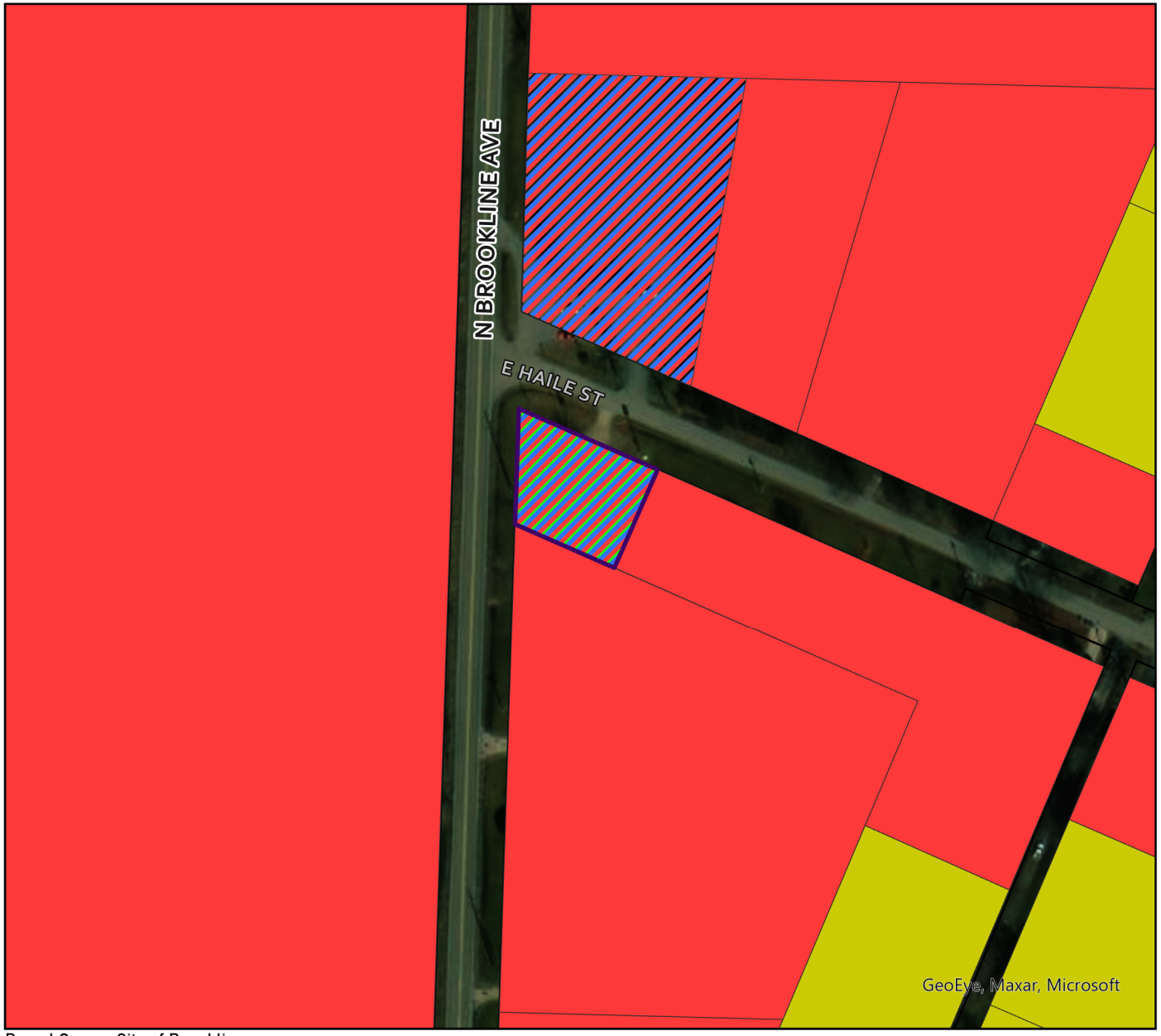
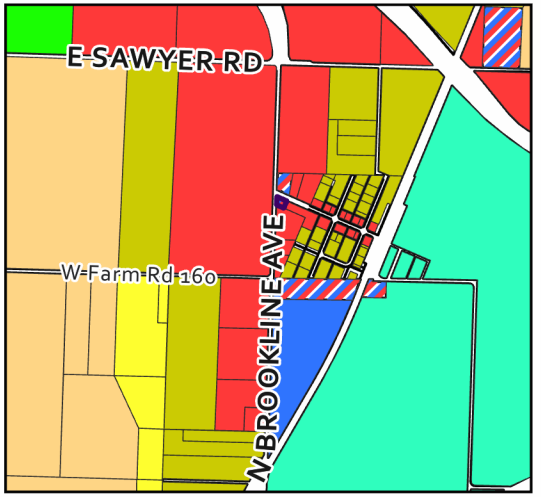
REZN 20-001: Brookline City Hall

Future Land Use Map





Legend

- Parcels
- Brookline City Hall

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: City of Republic
Parcel Address: 2860 North Brookline Avenue
Area: 0.29 Acres
Existing Zoning: None
Requested Zoning: Local Commercial (C-1)
Future Land Use Designation: Neighborhood Commercial

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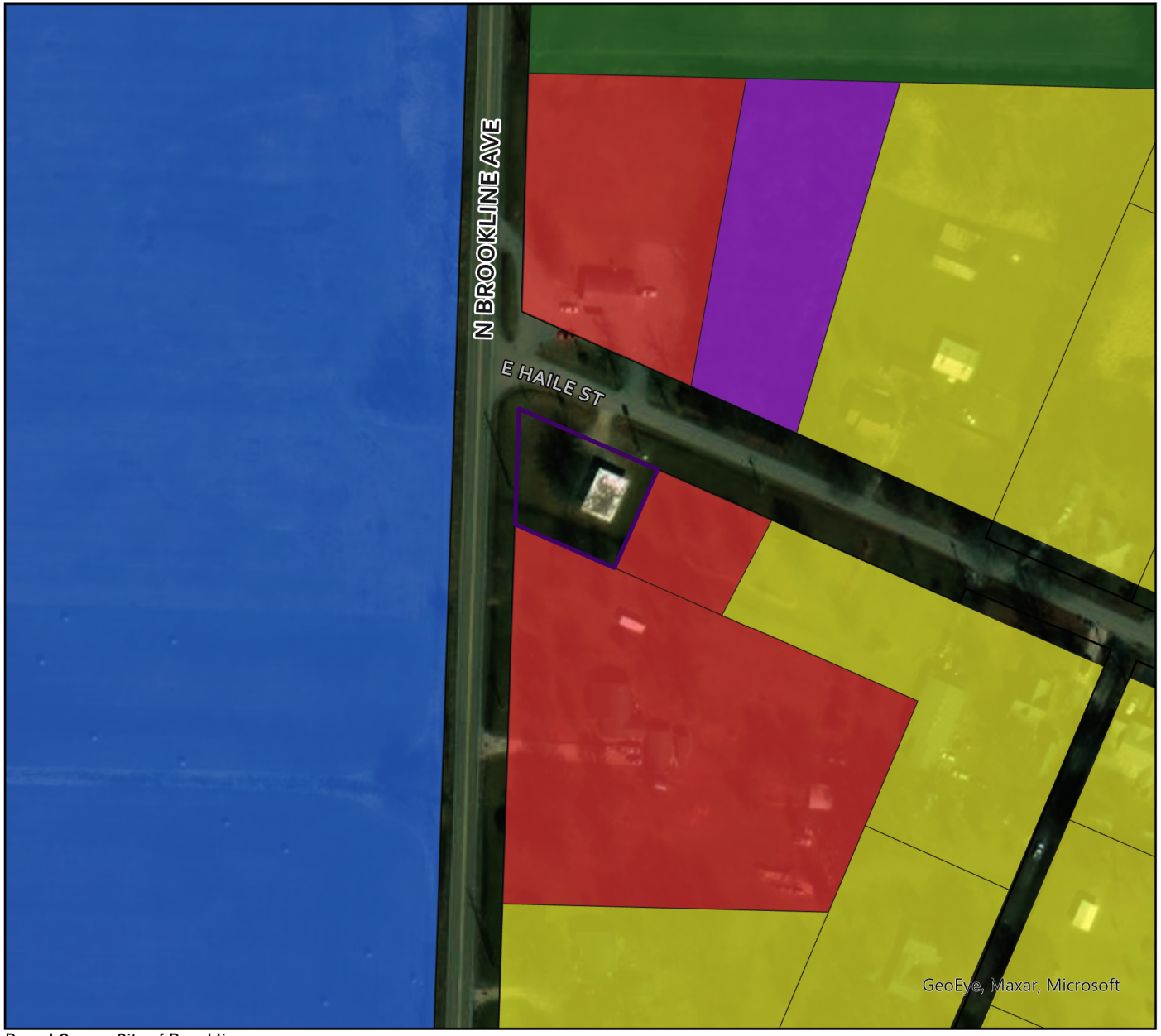
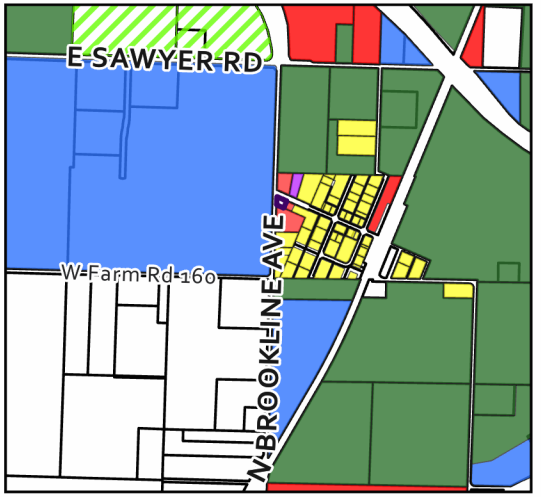
REZN 20-001: Brookline City Hall

Zoning Map





Legend

- Parcels
- Brookline City Hall

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: City of Republic
Parcel Address: 2860 North Brookline Avenue
Area: 0.29 Acres
Existing Zoning: None
Requested Zoning: Local Commercial (C-1)
Future Land Use Designation: Neighborhood Commercial

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AGENDA ITEM ANALYSIS

Project/Issue Name:	21-09 An Ordinance of the City Council of the City of Republic, Missouri, Approving a Special Use Permit to Operate a Cleaning Services Office in a Residential Zoning District Located at 621 North Walnut Avenue to Jennifer Wood.
Submitted By:	Chris Tabor, Principal Planner, BUILDS Department
Date:	January 19, 2021

Issue Statement

Jennifer Wood has applied for a Special Use Permit for a Cleaning Services Office in a residential district located at 621 North Walnut Avenue.

Discussion and/or Analysis

The subject property of this application is identified as 621 North Walnut Avenue, which is comprised of approximately 0.17 acres of land, zoned Medium Density Single-Family Residential (R1-M). The lot is occupied by a single-family residential dwelling of approximately 624 square feet. The property borders residential dwellings to the north (Medium Density Single-Family; R1-M) and west (Two-Family Residential; R-2), Villars Automotive Center to the south (Local Commercial; C-1) and Village Green Square shopping center across the street to the east (Local Commercial; C-1).

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit, allowing the use of an existing single-family residential dwelling, as an administrative office for their cleaning service business.

Compatibility with City's Special Use Ordinance

The City's Special User Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and safeguards are imposed to protect the public welfare and to conserve and protect property and property values in the neighborhood. Special Use Permits may be issued for commercial offices in residential districts, which are associated with low traffic volumes, such as accounting, architecture, drafting, engineering, law, and associated professional consulting services.

The Applicant will be required to have a valid business license on file with the City prior to allowing business to be conducted.

Municipal Water and Sewer Service: This site **is** currently served by City of Republic water and sanitary sewer services**. The approval of a Special Use Permit for a Cleaning Services Office at the subject property will require no new connections to existing water and sanitary sewer lines currently serving the property at the present time.** An eight (8) inch water main is currently serving the property and is running north and south along Walnut Avenue; the water flow is sufficient for Commercial Office-Institutional (C-O) development on the subject property. An eight (8) inch gravity sanitary sewer main serves the property, flowing to the Wastewater Treatment Plant. The Wastewater Treatment Plant currently has capacity to serve the change in use.

Duration: This Special Use Permit, were it approved, would remain **valid until a change in use or ownership occurred**. Changes in use or ownership would void the Special Use Permit. Furthermore, the property owner is required to maintain the residential character of the home and any improvements made to the property must meet this criterion. Design review for improvements would occur during the review phase of the building permit application process.

Transportation: The subject parcel has a single access point on Walnut Avenue useable for residential purposes. The subject parcel's access point is opposite one of two parking lot entrances that serve Village Green Square from North Walnut Avenue. The second access point for Village Green Square, along Walnut Avenue, is about 36 feet to the north

Walnut Street is designated by the Major Thoroughfare Plan (MTP) as a **Local** road**.** Local roads feed Collectors and are intended for low-volume, low-speed traffic. The primary function of the Local classification is provision of access to abutting property; the secondary function is to provide traffic flow and movement. The Major Thoroughfare Plan Design Standards require a street width of 28 feet and Right-of-Way of 50 feet for Local roads. Walnut Street, at this location, has a width of approximately 20 feet.

Impact on the transportation network is evaluated by the City Engineer through trip generation standards provided by the Institute of Transportation Engineers (ITE) Trip Generation Manual; these standards include uses and an associated number of trips generated by these uses. **The City Engineer has identified the trip generation for a small professional office up to 1,500 square feet to be up to 26 trips per day; the trip generation for a residential single-family dwelling is up to 10 trips per day.** A small professional office is defined as a small office building housing a single tenant equal to or less than 5,000 square feet in size; it is a location where business, commercial or industrial organizations, or professional people or firms conduct business (Institute of Transportation Engineers Trip Generation Manual).

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

Sinkholes: The subject parcel **does not** contain any **identified sinkholes** on the property.

All developments must include site design providing for sufficient emergency vehicle access as well as fire protection facilities (e.g. fire hydrants). **Additional elements of code compliance, evaluated at the time of the development proposal, which will impact the development of the subject property,**

include, but are not limited to, the City's Zoning Regulations, adopted Fire Code, and adopted Building Code.

Recommended Action

Staff recommends the approval of the proposed Special Use Permit for Jennifer Wood at 621 North Walnut Avenue with the following conditions:

1. The special use shall provide sufficient off-street parking spaces to contain all parked vehicles associated with the special use.
2. Parking provided by the special use must be of residential character.

BILL NO. 21-09 ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING A SPECIAL USE PERMIT TO OPERATE A CLEANING SERVICES OFFICE IN A RESIDENTIAL ZONING DISTRICT LOCATED AT 621 NORTH WALNUT AVENUE TO JENNIFER WOOD

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 a Special Use Permit was submitted by Jennifer Wood (herein called the "Applicant"), to operate a cleaning services office located at 621 North Walnut Avenue; and

WHEREAS, Section 405.670 of the City of Republic's Municipal Code of Ordinances enumerates various land uses generally permissible as a special use, among those uses being commercial office uses located in any residential district which are associated with low traffic volumes such as accounting, architecture, drafting, engineering, law and associated professional consulting services; and

WHEREAS, notice of the date and time of public hearings concerning this application was published on December 2, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, in addition to the same notice being sent by certified mail to those property owners within 185 feet of land subject to this special use permit application; and

WHEREAS, the Planning and Zoning Commission did thereafter hold a public hearing on January 11, 2021, after which they recommended the approval of the application by a vote of 5 Ayes to 0 Nays; and

WHEREAS, Section 405.670 of the City of Republic's Municipal Code of Ordinances authorizes the City Council to impose appropriate conditions and safeguards to protect the public welfare and to conserve and protect private property and property values in the neighborhood; and

WHEREAS, the application for this special use permit was submitted to the City Council at its regular meeting held on January 19, 2021, after which City Council did proceed to vote to approve the special use permit subject to the imposed conditions contained herein.

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

Section 1. A Special Use Permit is hereby approved to operate a cleaning services office located at 621 North Walnut Avenue, otherwise described as follows:

ALL OF THE SOUTH 67 FEET OF THE NORTH 199 FEET OF LOT EIGHT (8), IN G.W. HINES SECOND ADDITION, A SUBDIVISION IN REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. The following conditions and safeguards are hereby incorporated into the Special Use Permit:

A. The special use permit shall expire and/or terminate:
   1. At such time of sale or transfer of the property subject to this special use permit.
   2. Upon death of the Applicant.
   3. Upon transfer of the special use for which the permit is granted.
   4. Abandonment of the special use for which the permit is granted for a period longer than 12 consecutive months.
   5. Upon the occurrence of any event which would terminate the same by operation of law including but not limited to violations of any City Ordinances, state or federal laws, or rules or regulations related to activity on the property or upon the property and activity on the property being determined to be unsafe or unsuitable for continued operation.
   6. Upon the rezone of the property.
   7. At such time as is established by Council.

B. The special use shall provide sufficient off-street parking spaces to contain all parked vehicles associated with the special use.

C. Parking provided by the special use must be of residential character.

D. The special use shall provide all necessary stormwater management, including stormwater detention, in accordance with the City of Republic's regulations.

E. Only a cleaning services office, in which the Applicant has an ownership interest, shall be operated from the property subject to this special use permit.

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 _____ 2021.

_____
Matt Russell, Mayor

Attest:

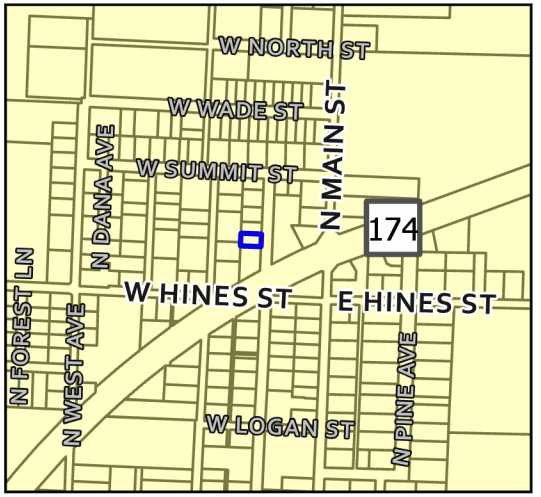
_____
Laura Burbridge, City Clerk

Approved as to Form: _____ Digitally signed by Scott Ison Date: 2021.01.14 08:21:15 -06'00' _____, Scott Ison, City Attorney

Final Passage and Vote: _____

SU 20-002: 621 North Walnut Avenue

Vicinity Map



Legend

- Parcels
- Jennifer's Cleaning & Organizing LLC

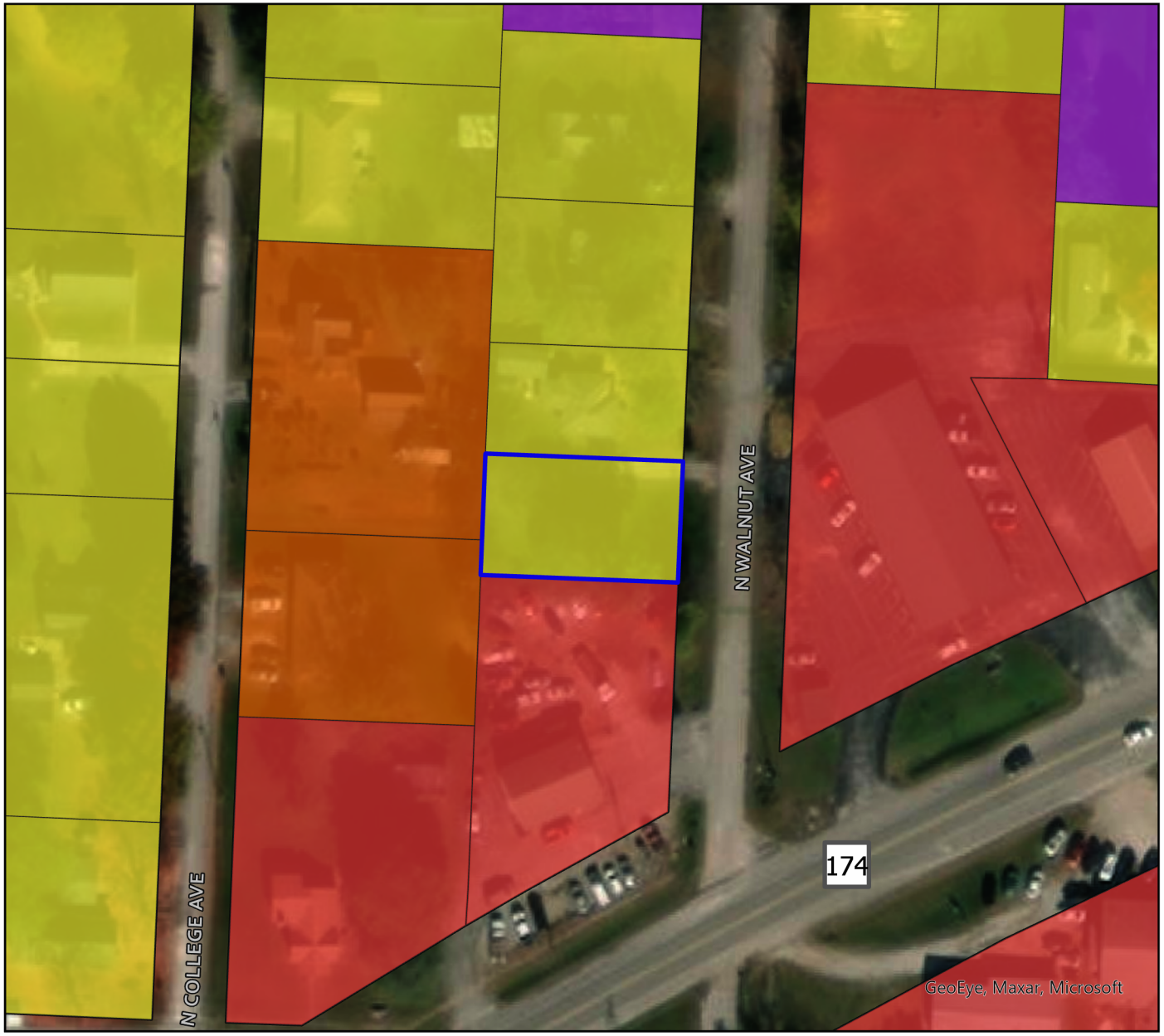
Parcel Owner: Jennifer's Cleaning & Organizing LLC
Parcel Address: 621 North Walnut Avenue
Area: 0.17 Acres
Existing Zoning: Medium Density Single-Family (R1-M)
Future Land Use Designation: High Density Residential

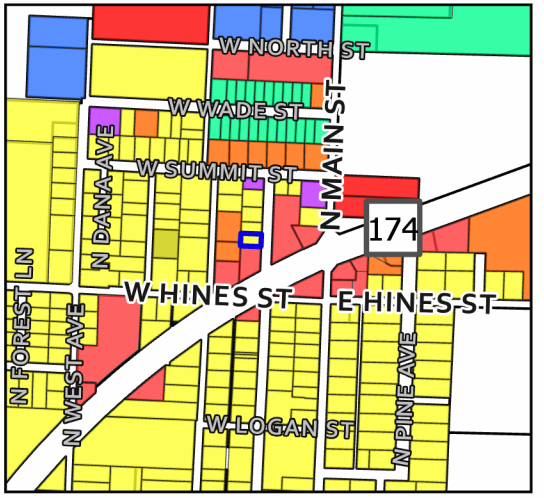
0 0.01 0.01 0.02 0.03 0.04
Miles

N

SU 20-002: 621 North Walnut Avenue

Zoning Map





Legend

- Parcels
- Jennifer's Cleaning & Organizing LLC

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: Jennifer's Cleaning & Organizing LLC
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Future Land Use Designation: High Density Residential

0 0.01 0.01 0.02 0.03 0.04
Miles

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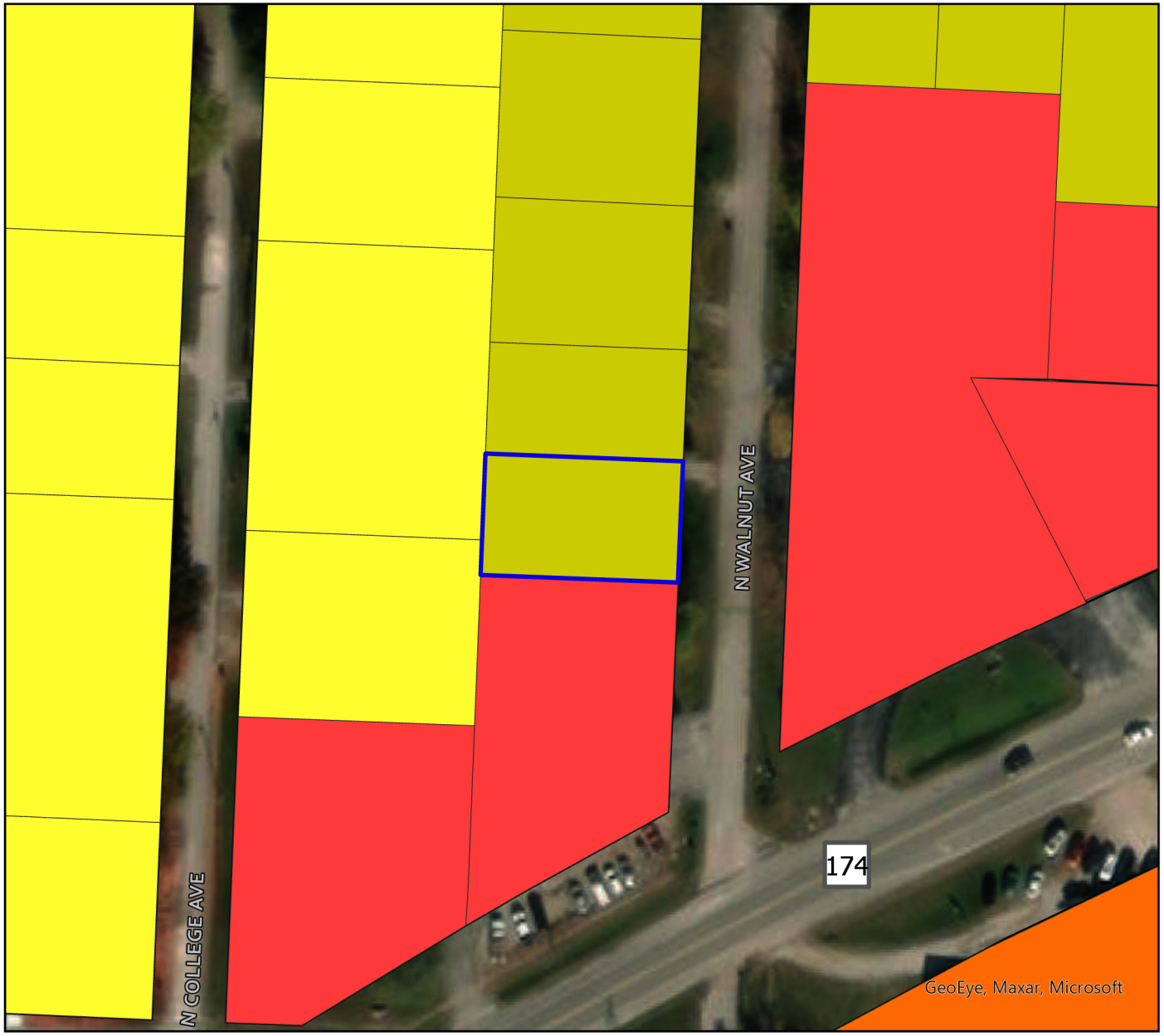
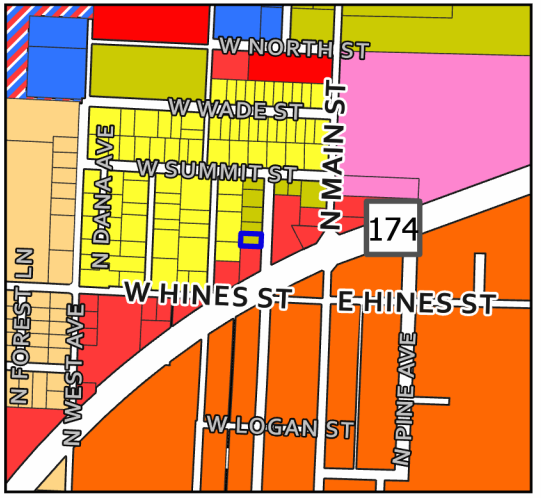
SU 20-002: 621 North Walnut Avenue

Future Land Use Map





Legend

- Parcels
- Jennifer's Cleaning & Organizing LLC

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: Jennifer's Cleaning & Organizing LLC
Parcel Address: 621 North Walnut Avenue
Area: 0.17 Acres
Existing Zoning: Medium Density Single-Family (R1-M)
Future Land Use Designation: High Density Residential

0 0.01 0.01 0.02 0.03 0.04
Miles

N

ARTICLE VIII
Special Use Regulations

Section 405.670. Generally. [Ord. No. 03-56 §1, 8-25-2003; Ord. No. 11-03 §1, 3-28-2011; Ord. No. 11-20 §3, 8-8-2011]

A. The City Council of the City of Republic may, by special permit following a public hearing advertised as provided in Section 405.980 of the Code of the City of Republic, authorize the location of any of the following buildings or uses in any district except as herein qualified, from which they are otherwise prohibited by this Chapter; provided however, that appropriate conditions and safeguards shall be imposed to protect the public welfare and to conserve and protect property and property values in the neighborhood.

1. Any public building erected and used by any department of the City, County, State or Federal Government.

2. Commercial amusement or recreational development for temporary or seasonal periods.

3. Cemetery or mausoleum on a site of twenty (20) acres or more; provided that any mausoleum shall be located at least two hundred (200) feet from any street or lot line.

4. Hospitals and institutions, except institutions for criminals and for persons who are mentally ill or have contagious diseases; provided however, that such buildings may occupy not over twenty-five percent (25%) of the total area of the lot or tract and will not have any serious depreciating effect upon the value of the surrounding property; and provided further, that the buildings shall be set back from all yard lines heretofore established an additional distance of not less than two (2) feet for every foot of building height, and that adequate off-street parking space will be provided.

5. Greenhouses and plant nurseries.

6. Radio or television broadcasting tower or station over fifty (50) feet in height.

7. (Reserved)

8. Guyed or lattice telecommunication towers located in "AG" or "C-2" Districts, when complying with the regulations in Section 405.170(B)(8).

9. Monopole telecommunications towers located in any district, when complying with the regulations in Section 405.170(B)(8).

10. Group day-care homes in any residential district with the permit to have a five-year limit and the permit may be renewed following the process set forth in Section 405.680. **[Ord. No. 15-01 §1, 1-26-2015]**

11. Commercial office uses located in any residential district which are associated with low traffic volumes such as accounting, architecture, drafting, engineering, law and associated professional consulting services as approved by the Planning and Zoning Commission and City Council.

12. Neighborhood markets, convenience stores and gasoline/fuel stations located in residential districts.

13. (Reserved)

14. The sale of merchandise by traveling vendors, under tents or other temporary facilities, located in "C-1", "C-2", "M-1" or "M-2" Districts. Temporary facilities shall not be permitted beyond a three (3) month period per year unless permitted as a permanent structure.

15. Veterinary facility or similar establishment located in "C-2", "M-1" or "M-2" Districts for the treatment and boarding of all animals, large and small.

16. The temporary use of land for purposes associated with the support of active public improvements projects. The use of the land must comply with all applicable State and Federal regulations regarding environmental quality and protection. Each special use permit for this purpose shall be considered on a case-by-case basis and considerations in reviewing and approving the application for a special use permit shall include, but not be limited to:

    a. Intensity of the use relative to the surrounding land uses, especially in terms of noise, dust, odor, etc.

    b. Volume and type of traffic generated by the use.

    c. Potential impacts on water, air, and soil quality.

    d. Whether more appropriate alternative sites exist.

e. The length of time requested for the special use of the land.

f. Potential impacts on public services including water supply, wastewater treatment, fire protection, law enforcement, etc.

If Council determines to issue a special use permit for temporary use of land under this paragraph, the permit term will generally expire sixty (60) days after the completion date of the contracted for services and/or uses as set forth in the plans or the contract presented to the City during the review process. If the documents provided to the City do not state an end date for the contracted for services and/or uses then Council may establish the length of term for the special use permit. Upon approving a special use permit, Council may grant staff the discretion to extend the permit twice for a period of no greater than ninety (90) days each. Any extension beyond those described above shall be subject to Council approval.

Section 405.680. Permit. [CC 1999 §26-62; Ord. No. 03-80 §1, 11-24-2003]

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) 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.

AGENDA ITEM ANALYSIS

Project/Issue Name:	21-R-01 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Oak Hills, a Residential Subdivision Consisting of Approximately 48.5 Acres Located at 7012 West Farm Road 170.
Submitted By:	Karen Haynes, Planning Manager, BUILDS Department
Date:	January 19, 2021

Issue Statement

Turner Residential Holding, LLC has requested review and approval of a Preliminary Plat of approximately forty-eight and a half acres (48.5), Oak Hills, consisting of one hundred thirty-five (135) residential lots, zoned High Density Single-Family Residential, common area/detention, streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

(1) Will not endanger the public health or safety;
(2) Will not injure the value of adjoining property or abutting property;
(3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
(4) Will be in harmony with the area in which it is located

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The property subject to this Preliminary Plat Application is comprised of approximately forty-eight and a half (**48.5) acres** of land located at 7012 West Farm Road 170. The property is zoned High Density Single-Family Residential (R1-H) and is currently utilized for agricultural purposes and contains one (1) agricultural structure.

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains one hundred thirty-five (135) residential lots, zoned High Density Single-Family Residential (R1-H) with a minimum lot size of 7,000 square feet. The Preliminary Plat of Oak Hills contains lots ranging in area from 7,115 square feet to 19,942 square feet.

Transportation Plan

The Preliminary Plat contains a new north-south Collector that will be constructed as a part of the development; the Collector is identified by the City's Transportation Plan and Major Thoroughfare Plan, connecting Farm Road 170 to the south. The development connects to Heritage Street at Olde Town at Kerr Place, contains two (2) new entrances into the development, and approximately one and a half (1.5) miles of street and sidewalk which will be dedicated to the City during the Final Platting Process. A Traffic Study was submitted, reviewed, and approved as a part of the Rezoning Process.

Water and Wastewater Master Plan

This site is currently served by City of Republic water and sanitary sewer services**.** The Preliminary Plat indicates connection to the ten (10) inch water main located parallel to Farm Road 170, to the eight (8) inch water main on the east side of Heritage Street, creating a looped water system. The development will connect to the existing eight (8) inch gravity sanitary sewer main running west to east across the property, flowing to the McElhaney Lift Station and Shuyler Creek Lift Stations before being pumped to the Wastewater Treatment Plant (WWTP); both stations and the WWTP have sufficient capacity to serve the development.

Zoning Code

The Preliminary Plat of Oak Hills has been platted for the construction of one-hundred thirty-five (135) single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater detention.

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

Sinkholes: The subject parcel contains two (2) **identified sinkholes** on the southeast portion of the property. A Sinkhole Analysis Report was submitted, reviewed, and approved during the Preliminary Plat Review Process; a thirty (30) foot setback, required by Republic City Code, has been indicated on the Plat.

Stormwater: The Preliminary Plat contains a Stormwater Detention area of approximately 1.75 acres, designed to control the release of stormwater attributable from the development. The Stormwater Detention Area and all open space/common area will be maintained by a Homeowner's Association.

Infrastructure Design: The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting Process.

Recommended Action

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application.**

RESOLUTION NO. 21-R-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING A PRELIMINARY PLAT FOR OAK HILLS, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 48.5 ACRES LOCATED AT 7012 WEST FARM ROAD 170

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 Planning and Zoning Commission and the City Council have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Comprehensive Land Use Plan for the City; and

WHEREAS, the Planning and Zoning Commission and City Council have passed a Resolution adopting a Transportation Plan; and

WHEREAS, on April 16, 2019, in Resolution 19-R-10, the Council approved a preliminary plat for this same property; however, the developer has made significant changes to that preliminary plat thus requiring a new preliminary plat under the Ordinances of the City of Republic; and

WHEREAS, the Preliminary Plat for the Oak Hills residential subdivision consisting of approximately 48.5 acres and located at 7012 West Farm Road 170 meets the requirements of the Ordinances of the City of Republic, the Subdivision Regulations, conforms to the Land Use Plan, and the Transportation Plan of the City; and

WHEREAS, the Planning and Zoning Commission, by a vote of 4 Ayes to 0 Nays, recommended the approval of the aforementioned Preliminary Plat to the City Council at its regular meeting on January 11, 2021.

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

Section 1. The Preliminary Plat for the Oak Hills residential subdivision, attached hereto as Exhibit A, shall serve as the guide to the development of the subdivision.

Section 2. The Preliminary Plat substantially conforms with Chapter 410 of the City of Republic's Municipal Code of Ordinances.

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

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 19th day of January 2021.

_____
Matt Russell, Mayor

Attest:

_____
Laura Burbridge, City Clerk

Approved as to Form: Digitally signed by Scott Ison
Date: 2021.01.14 08:09:42 -06'00', Scott Ison, City Attorney

Final Passage and Vote: _____

PRELIMINARY PLAT OF OAK HILLS
A RESIDENTIAL SUBDIVISION IN REPUBLIC, MISSOURI

OWNER/DEVELOPER
TURNER RESIDENTIAL HOLDING, INC.
328 SOUTH AVE.
SPRINGFIELD, MO 65806
SHAWN TURNER, PRESIDENT
PHONE: (417) 860-6674

LINE DATA TABLE

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	S01°34'58"W	73.54'	L18	S76°11'34"W	16.62'	L35	S88°20'02"E	354.50'
L2	S04°21'08"W	55.18'	L19	S89°54'58"W	10.66'	L36	S88°20'02"E	152.88'
L3	S01°52'02"W	153.52'	L20	S89°54'58"W	511.53'	L37	N88°20'02"W	321.86'
L4	S01°52'02"W	384.18'	L21	N46°01'34"W	186.34'	L38	N01°34'58"E	154.36'
L5	S01°52'02"W	475.31'	L22	N88°13'17"W	28.75'	L39	N01°34'58"E	35.65'
L6	N88°20'18"W	883.36'	L23	N88°13'17"W	134.05'	L40	S01°34'58"W	125.73'
L7	N88°20'18"W	15.18'	L24	N88°07'58"W	40.77'	L41	S24°42'18"E	209.98'
L8	S87°02'48"W	17.88'	L25	N46°01'34"W	315.62'	L42	N02°06'07"E	121.85'
L9	S87°02'48"W	20.54'	L26	S89°54'58"W	428.45'	L43	N02°06'07"E	280.14'
L10	S87°02'48"W	422.42'	L27	S89°54'58"W	16.75'	L44	N02°06'07"E	286.58'
L11	S01°54'17"W	163.04'	L28	N64°17'22"E	15.64'	L45	N02°06'07"E	138.45'
L12	S01°54'17"W	267.27'	L29	N64°17'22"E	14.45'	L46	S88°09'36"E	34.13'
L13	N88°05'43"W	21.80'	L30	N64°17'22"E	8.24'	L47	N43°24'09"W	10.02'
L14	N88°05'43"W	61.80'	L31	S76°11'34"W	241.27'	L48	N88°07'58"W	34.13'
L15	N88°05'43"W	21.80'	L32	S10°20'57"W	41.63'	L49	N88°07'58"W	25.14'
L16	S76°11'34"W	382.10'	L33	N88°05'43"W	10.04'	L50	N76°10'57"E	1.79'
L17	S76°11'34"W	2.31'	L34	S88°05'43"E	9.04'			

EASEMENT TABLE

LINE	DIRECTION	DISTANCE
L51	S43°20'02"E	31.56'
L52	S83°36'22"E	74.52'
L53	N83°36'22"W	133.01'
L54	S18°21'50"E	121.66'
L55	S18°21'50"E	90.98'
L56	S76°11'34"W	23.00'
L57	S76°11'34"W	12.11'
L58	N13°51'07"E	76.21'
L59	N13°51'07"E	66.88'

LEGEND

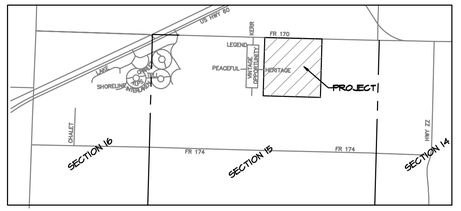
△ — CALCULATED POINT
○ — FOUND EXISTING IRON PIN.
□ — FOUND EXISTING STONE AS NOTED.
■ — SET PERMANENT MONUMENT.
N — NORTH S — SOUTH E — EAST W — WEST
BSL — BUILDING SETBACK LINE DRAIN. — DRAINAGE
U&D— UTILITY AND DRAINAGE ESMT — EASEMENT
U.E. — UTILITY EASEMENT

GRID NORTH

NOTE: ALL BEARINGS ARE BASED ON MO COORDINATE SYSTEM OF 1983 CENTRAL ZONE

ELEVATIONS

NOTE: ALL ELEVATIONS ARE BASED ON BENCHMARK E 344 BEING: 1269.76'

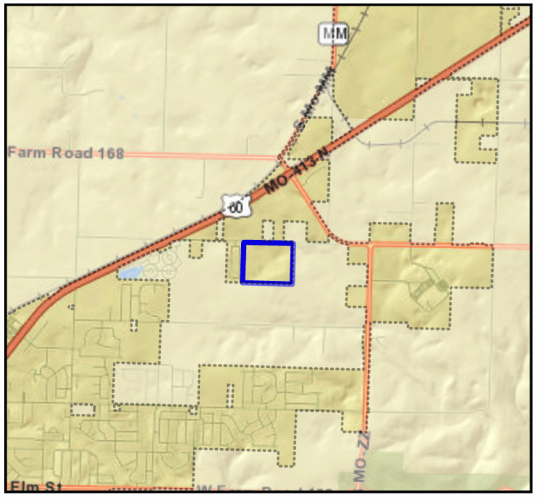


LOCATION MAP
TOWNSHIP 28 NORTH, RANGE 23 WEST
SCALE 1"=2000'

EXISTING 10" WATERMAIN
EASEMENT, WATER LINE & VALVES LOCATED FROM OLD SURVEY FOR OZARK STEAM ENGINE ASSOC.
NW COR NW1/4, NE1/4 SEC 15-28-23 HELD Ex CP SPINDLE
10" WATERMAIN
LOT 29 DETENTION BASIN
EXISTING 24" CMP
OZARK STEAM ENGINE ASSOCIATION Bk 2161 Pg 2181
OZARK STEAM ENGINE ASSOCIATION Bk 2859 Pg 949
VENTRESS, DAVID WAYNE Bk 2013 Pg 03159213
ROGLES, MELISSA A Bk 2015 Pg 00637815
FARM ROAD 110
GAS LOCATING POST
EXISTING GAS REGULATOR STATION
PROPOSED 15.0' UTILITY EASEMENT OVER EXIST. GAS LINE
P.O.B.
NE COR NE1/4, NE1/4 SEC 15-28-23 REF DOC 600-59744
Ex WATER WELL
LOS CABELLEROS STREET
CASTILLE CT.
LEON AVE.
LYON AVENUE
FRANC SIGEL STREET
HERITAGE STREET
FRANCISCO DE MORA STREET
TALAVERA AVENUE
OLDE TOWN AT THE KERR PLACE SUBDIVISION
OPEN SPACE / DRAINAGEWAY
PROPOSED STORMWATER DETENTION 1.79 ACRE
50.00' GAS EASEMENT ON EXISTING GAS LINE (Bk. 1460 Pg 139 IS BLANKET ESMT)
EXISTING 8" WATERMAIN
HERITAGE ST (50')
Ex SIDEWALK
SW COR NW1/4, NE1/4 5/8" IP BY PLS-596
JOHNSON, DANNY L Bk 2018 Pg 00250116
AREA INLET
GARRETT, LOIS M DECLARATION OF TR Bk 2006 Pg 00462406
50.00' GAS EASEMENT ON EXISTING GAS LINE (Bk 1460 Pg 139 IS BLANKET ESMT)
SE COR NW1/4, NE1/4
30' SETBACK
COR IN POST
NELSON, WILLIAM LAMONT Bk 2008 Pg 05076108
MCCROSKEY FAMILY TR Bk 2011 Pg 03788611
SINK HOLE RUNOFF DISCHARGE Q = 6.34 CFS, DEPTH = 0.14' SPREAD = 25.3', SLOPE = 4.47%
SINK HOLE RUNOFF DISCHARGE Q = 13.64 CFS, DEPTH = 0.20' SPREAD = 24.5', SLOPE = 8.32%
OPEN SPACE 34476
OPEN SPACE 21490
OPEN SPACE 11,486
OPEN SPACE 11,754
OPEN SPACE 11,754
OPEN SPACE 11,754

SUBD-PRE 20-006: Oak Hills

Vicinity Map



Legend

- Republic City Limits
- Parcels
- Oak Hills

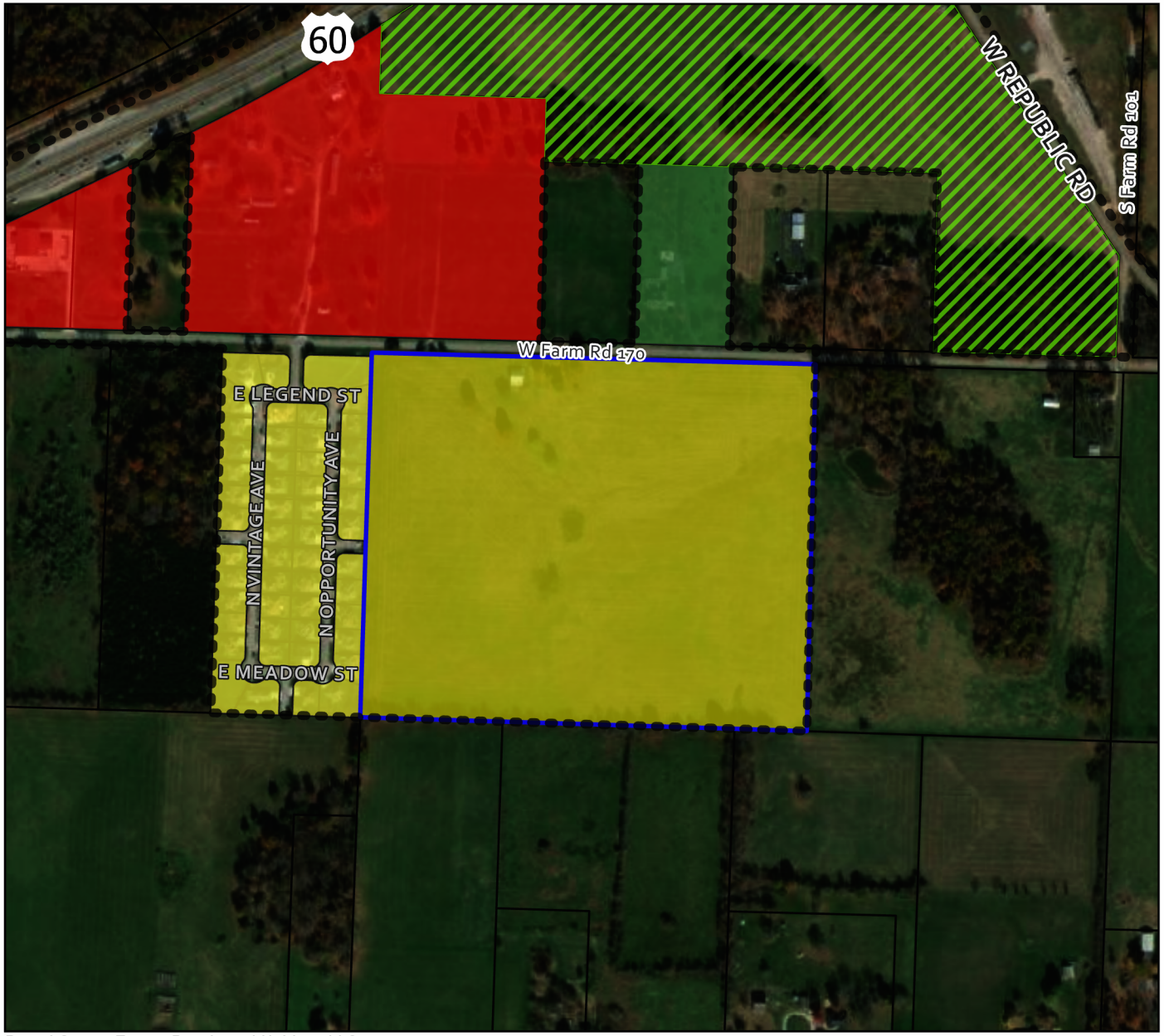
Parcel Owner: Turner Residential Holding, LLC
Parcel Address: 7012 West Farm Road 170
Area: 48.5 Acres
Zoning: High-Density Single Family Residential (R1-H)
No. of Lots: 139

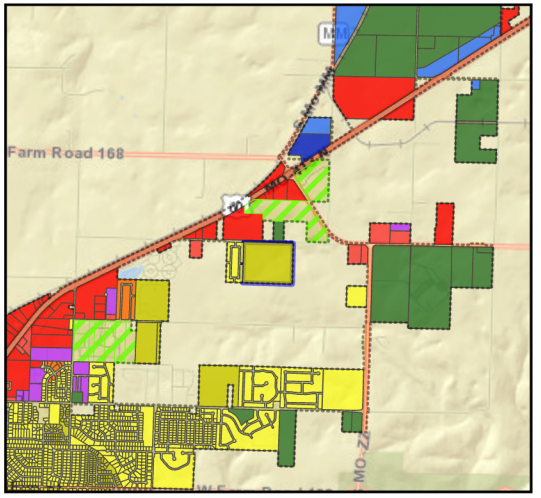
0 0.05 0.1 0.2 0.3
Miles

N

SUBD-PRE 20-006: Oak Hills

Zoning Map





Legend

- Republic City Limits
- Parcels
- Oak Hills

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: Turner Residential Holding, LLC
Parcel Address: 7012 West Farm Road 170
Area: 48.5 Acres
Zoning: High-Density Single Family Residential (R1-H)
No. of Lots: 139

0 0.05 0.1 0.2 0.3
Miles

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