



**AGENDA**  
**City Council Meeting**  
**Republic Community Center Gymnasium**  
**711 E. Miller**  
**June 02, 2020 at 6:30 PM**

**Jeff Ussery, Mayor**  
Brandon Self, Ward I  
Garry Wilson, Ward II  
John Jones, Ward III  
Charlie Brashers, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Matt Russell, Ward III  
Jim Deichman, Ward IV

**Call Meeting to Order**

**Opening Prayer**

**Pledge of Allegiance to the United States Flag**

**Proclamations**

- [1.](#) Republic City Employee Appreciation Week

**Citizen Participation**

**Consent Agenda**

- [2.](#) May 18, 2020 Administrative Work Session Minutes-Water and Wastewater Master Plans
- [3.](#) May 19, 2020 Administrative Work Session Minutes-Agenda Software Training
- [4.](#) May 19, 2020 City Council Regular Session Minutes

**Board, Commission, and Committee Schedule**

June 4, 2020 Board of Adjustment Meeting  
June 8, 2020 Planning & Zoning Meeting  
June 16, 2020 City Council Meeting  
July 21, 2020 City Council Meeting

**Old Business and Tabled Items**

- [5.](#) 20-21 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 23.5 Acres, Located at the 7500 Block of West Farm Road 174, from Agricultural (Ag) to High Density Single-Family Residential (R1-H).
- [6.](#) 20-22 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Water Line Easement on Lot 1 of the Old Stone PDD.
- [7.](#) 20-23 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the A'vila Residential Subdivision.

**New Business (First Reading of Ordinances)**

- [8.](#) 20-24 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 130, "Municipal Court," Article I, "General Provisions," Regarding the Term of Office for Municipal Judges.

### **Other Business (Resolutions)**

[9.](#) 20-R-16 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter Into an Agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2020-2021.

[10.](#) 20-R-17 A Resolution of the City Council of the City of Republic, Missouri, Authorizing a Special Fireworks Display Permit to South Creek Church.

### **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.*

### **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 732-3140 at least three days prior to the scheduled meeting. All meetings are recorded for public viewing.



## PROCLAMATION

### Republic City Employee Appreciation Week

**WHEREAS**, Republic City Employees are committed to public service and perform their jobs with professionalism, compassion, dedication and pride; and

**WHEREAS**, public service is a noble calling involving a wide variety of challenging and rewarding professions, including providing vital family, health and educational services, maintaining public safety, improving transportation, protecting our environment and performing management activities which are essential to the efficient and effective operation of our city; and

**WHEREAS**, Republic City Employee Appreciation Week strives to inform our citizens about the quality of our people, their commitment to high ethical standards and the value of the services they perform to increase the satisfaction of those who are being served; and

**WHEREAS**, may this commemoration provide an opportunity for all citizens of our community to pay tribute to the profession and spirit of public service and to express our deep appreciation for the many contributions Republic City Employees make to our daily lives.

**NOW, THEREFORE**, I, Jeff Ussery, Mayor of the City of Republic, Missouri, do hereby proclaim the week of June 8-12 2020, as

### **“Republic City Employee Appreciation Week”**

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Republic, this 2nd day of June, A.D. 2020.

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Jeff Ussery, Mayor



**MINUTES**  
**Administrative Work Session**  
**Online Zoom Meeting**  
**May 18, 2020 at 5:30 PM**

**Jeff Ussery, Mayor**  
Brandon Self, Ward I  
Garry Wilson, Ward II  
John Jones, Ward III  
Charlie Brashers, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Matt Russell, Ward III  
Jim Deichman, Ward IV

**Call Meeting to Order**

Mayor Jeff Ussery called the meeting to order at 5:30 p.m. Council Members present via Zoom include Jim Deichman, Eric Franklin, and Matt Russell. Gerry Pool was present by phone. Others in attendance include Public Works Director Andrew Nelson, IT Director Josh Jones, Operations Manager Jason Davis, Assistant City Administrator/Human Resources Director Lisa Addington, Police Chief Brian Sells, Principal Planner Karen Haynes, Assistant Public Works Director Garrett Brickner, Public Information Officer Mike Landis, City Attorney Scott Ison, and City Clerk Laura Burbridge.

**Presentations and Discussions**

Discussion of Water and Wastewater Master Plans.

Andrew Nelson provided an overview of the Water Master Plan and answered questions of Council.

Andrew Nelson provided an overview of the Wastewater Master Plan and answered questions of Council.

**Adjournment**

Mayor Pro Tem Russell adjourned the meeting at 6:14 p.m.

DRAFT



**MINUTES**  
**Administrative Workshop**  
**Municode Agenda Software Training**  
**Online Zoom Meeting**  
**May 19, 2020 at 5:30 PM**

**Jeff Ussery, Mayor**  
Brandon Self, Ward I  
Garry Wilson, Ward II  
John Jones, Ward III  
Charlie Brashers, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Matt Russell, Ward III  
Jim Deichman, Ward IV

**Call Meeting to Order**

Savanah Svinth from Municode started the training at 5:36 p.m.

Council Members present via Zoom were Gerry Pool, Eric Franklin, Jim Deichman, and Matt Russell. Others in attendance were City Administrator David Cameron, City Attorney Scott Ison, Human Resources Director/Assistant City Administrator Lisa Addington, Public Information Officer Mike Landis, City Clerk Laura Burbridge, and Police Chief Brian Sells.

**Presentations and Discussions**

Training was provided to Council Members for viewing and voting on the Municode Agenda Software by Savanah Svinth.

**Adjournment**

Training was adjourned at 6:10 p.m.

DRAFT



**MINUTES**  
**City Council Meeting**  
**Online Zoom Meeting**  
**May 19, 2020 at 6:30 PM**

**Jeff Ussery, Mayor**  
Brandon Self, Ward I  
Garry Wilson, Ward II  
John Jones, Ward III  
Charlie Brashers, Ward IV  
  
Eric Franklin, Ward I  
Gerry Pool, Ward II  
Matt Russell, Ward III  
Jim Deichman, Ward IV

**Call Meeting to Order**

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Jeff Ussery at 6:30 p.m. via Zoom Online Meetings. Council Members in attendance via Zoom were: Eric Franklin, Jim Deichman, Garry Wilson, Brandon Self, John Jones, Matt Russell, Charlie Brashers, and Gerry Pool. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Jared Keeling, Assistant City Administrator Lisa Addington, Police Chief Brian Sells, City Attorney Scott Ison, Assistant Public Works Director Garrett Brickner, Public Information Officer Mike Landis, Principal Planner Karen Haynes, Public Works Director Andrew Nelson, IT Director Josh Jones, Finance Director Debbie Parks, 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 Jeff Ussery.

**Citizen Participation**

Mayor Ussery opened Citizen Participation at 6:31 p.m. No one came forward so Mayor Ussery closed Citizen Participation at 6:31 p.m.

**Consent Agenda**

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

1. Approve City Council Special Session Minutes from April 30, 2020.
2. Approve City Council Minutes from May 5, 2020.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.
4. Approve Vendor List.
5. Approve Utility Billing Adjustments

**Board, Commission, and Committee Schedule**

Board of Adjustment	May 7, 2020
Planning and Zoning	May 11, 2020
City Council Meeting	May 19, 2020
City Council Meeting	June 2, 2020



## Old Business and Tabled Items

### **20-20 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition for the Extension of the Shuyler Creek Trail.**

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

## New Business (First Reading of Ordinances)

### **20-21 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 23.5 Acres, Located at the 7500 Block of West Farm Road 174, from Agricultural (Ag) to High Density Single-Family Residential (R1-H).**

Council Member Wilson motioned for the first reading of Bill 20-21 by title only. Council Member Franklin seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Ussery reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

### **20-22 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Water Line Easement on Lot 1 of the Old Stone PDD.**

Council Member Jones motioned for the first reading of Bill 20-22 by title only. Council Member Russell seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Ussery reminded Council that this was a first read and to get with Ms. Haynes with any questions prior to the next meeting.

### **20-23 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the A'vila Residential Subdivision.**

Council Member Wilson motioned for the first reading of Bill 20-23 by title only. Council Member Brashers seconded. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried. Andrew Nelson provided an overview of the bill. Mayor Ussery 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)

### **20-R-10 A Resolution of the City Council of the City of Republic, Missouri, Approving the Amendment to Articles of Incorporation of a Nonprofit Corporation for Ozarks Transportation Organization.**

Motion was made by Council Member Pool and Seconded by Council Member Russell to approve Resolution 20-R-10. David Cameron provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

**20-R-11 A Resolution of the City Council of the City of Republic, Missouri, Approving a Preliminary Plat for Olde Savannah, a Residential Subdivision Consisting of Approximately 24.48 Acres Located at the 6300 Block of South Farm Road 89.**

Motion was made by Council Member Wilson and Seconded by Council Member Pool to approve Resolution 20-R-11. Karen Haynes provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

**20-R-12 A Resolution of the City Council of the City of Republic, Missouri, Approving the Water and Wastewater Master Plans.**

Motion was made by Council Member Deichman and Seconded by Council Member Russell to approve Resolution 20-R-12. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

**20-R-13 A Resolution of the City Council of the City of Republic, Missouri, Awarding the Bid for the Phone System.**

Motion was made by Council Member Deichman and Seconded by Council Member Pool to approve Resolution 20-R-13. Josh Jones provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

**20-R-14 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the Establishment of a Bank Account and Authorized Signers for the Municipal Court.**

Motion was made by Council Member Wilson and Seconded by Council Member Pool to approve Resolution 20-R-14. Debbie Parks provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.

**20-R-15 A Resolution of the City Council of the City of Republic, Missouri, Providing for Phase Two of the Covid-19 Recovery Plan for the City of Republic.**

Motion was made by Council Member Wilson and Seconded by Council Member Pool to approve Resolution 20-R-15. David Cameron provided an overview of the Resolution. The vote was 8 Aye-Self, Franklin, Pool, Wilson, Deichman, Russell, Brashers, and Jones. 0 Nay. Motion Carried.



## Reports from Staff

Report from City Administrator:

City Administrator David Cameron shared he hopes this is the last zoom meeting as we hope to host the next meeting in the Council Chamber or another larger room. Mr. Cameron thanked Josh, Laura, and anyone that has participated in planning these zoom meetings. We worked hard testing to ensure everyone had training. The first 30-40 seconds were questionable, but Josh does a great job and managed microphones throughout the meetings. Mr. Cameron shared he is proud of the effort to continue city business as we are approving development tonight. There is a back log already and it would have delayed a lot if we stopped business.

City Administrator David Cameron congratulated Backwoods Golf on their soft opening tonight and welcomed them to the Republic community.

City Administrator David Cameron reported good news that Debbie sent out the financials and revenues are up at 40% for the first quarter. We should be at 33% in revenue but are at 40% and our expenses should be at 33% but are at 29%. Our expenses are much lower than budgeted. We are still bracing for the impact of COVID-19, but this is a good trend. We should receive the new data June 5 to see how that is trending. Mr. Cameron thanked Debbie for the hard work.

City Administrator David Cameron shared that Have A Blast will be moved to Labor Day weekend to reduce the risk of COVID-19 spread due to the number of attendees projected up to 10,000-12,000 people, many of which are from other communities. It is right thing to do and we must plan with the band, fireworks, and vendors to make a decision and notify the vendors for that event. This is the right thing at the right time for the right reason and not based on fear.

City Administrator David Cameron reported that Jared sent out a schedule with the parks reopening. Mr. Cameron asked Mr. Keeling to share the reopen plans with Council.

Parks and Recreation Director Jared Keeling shared the formal Have A Blast announcement will be tomorrow as well as the update on reopening. The Aquatic Center will open June 1st with a maximum capacity of 175 people, June 15 the capacity will increase to 350 people, and July 26th is to be determined. There will be a reservation system that will have open time blocks for 3 hours twice a day, Saturdays will have 3 blocks. Admission tickets will go on sale the Sunday prior to the week at 3:00 but will be open for Republic residents to buy tickets at 2:00. There will be no season passes. Those who have already paid will be receiving a refund or can use the money paid towards credit to purchase tickets.

On May 21st, the playgrounds and the gymnasium will reopen June 1. The Amp will open on June 5-6 with a limit of 150 people using a ticket system. Baseball and softball games will begin June 21st with game rules changed to protect the players. Additional measures are being taken to reduce crowds including removing bleachers and encouraging everyone to bring their own chairs, additional dugout space, and game times spread apart to give time for people to leave before the next teams enter. Cox fitness is meeting Saturday to decide what to do.

City Administrator David Cameron spoke regarding the Shuyler Trail and thanked the OTO for allocating the funding to that addition. Mr. Cameron thanked all the cities and county officials that are part of the OTO for voting unanimously to allocate the entire funding to this project rather than distributing amongst all the cities. This is about a \$1.6 million dollar project that is \$50,000 out of our pocket.

City Administrator David Cameron thanked Josh for getting the phone system done with computer speed improvement without spending \$90,000 out of our pocket and providing a net positive instead.

City Administrator David Cameron reminded everyone the Highway 174/60 Highway project is coming soon. It is going to be difficult during the road work but will be a great improvement for the community when it is done. There is a lot of growth and development in Republic.

Mr. Cameron shared he is thankful for the vision Jared and all the staff had for being able to open and get things moving again. Mr. Cameron shared it is disappointing to have to postpone Have A Blast, but we look forward to it on Labor Day weekend. It will be a great event and we will do it right.

Report from Mayor:

Mayor Jeff Ussery shared we have been fairly aggressive allowing normalcy in people's lives, but with 10,000 people from who knows where, it would not be responsible for us to move forward with Have A Blast as scheduled. We have a lot of irons in the fire leading up to that event and we want to give the same level of service as in years past. It is a hard decision to make as cases are likely to increase as things reopen, but testing remains at a low capability. We had to make the right decision responsibly and want to be able to practically social distancing. We also do not want to be an epicenter of a spike in cases due to our decisions. It is important for our businesses to be able to continue operating as they are, and we don't want to jeopardize that since we have so many small business owners.

Mayor Jeff Ussery shared he spoke to Clay Goddard about the 8 cases that have occurred recently. He confirmed they are not from reopening business but rather from travel or close physical contact with known COVID-19 cases. Mayor Ussery thanked Council since this has been a pressure cooker and they get a lot of questions and comments on a polarizing topic. Council has maintained a cool head and it makes it so much easier for us and staff when there is a cool-headed Council making decisions based on facts and not fear.

Mayor Jeff Ussery shared with Jared he has heard many positive comments about reopening the pool and starting games so kids can get out and play. Mayor Ussery shared he is thankful for the work put into it to give kids some normalcy in a safe way. Mayor Ussery shared it is good for the kids to get back into activities.

Report from Council:

Council Member Franklin shared he agrees with everyone that Republic has done a great job and is privileged to be a part of it. Mr. Franklin shared he is thankful for the work done from parks to the water plant. Mr. Franklin shared it has been a joy for the Zoom meetings running as smooth as possible.

### **Adjournment**

Mayor Ussery adjourned the meeting at 7:42 p.m.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-21 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 23.5 Acres, Located at the 7500 Block of West Farm Road 174, from Agricultural (Ag) to High Density Single-Family Residential (R1-H).

Submitted By: Community Development Department

Date: May 19, 2020

### Issue Statement

The Rader Trust has applied to change the Zoning Classification of **(23.5) acres** of property located at 7500 Block of West Farm Road 174 from **Agricultural (AG) to High Density Single-Family Residential (R1-H)**.

### Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(23.5) acres** of land located at the 7500 Block of West Farm Road 174. The property does not contain any structures and is currently utilized for agricultural purposes only.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

### Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential development through proactive rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses**.

The Plan also 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 **Low Density Residential FLUM** designation. The City's Adopted 2005 Land Use Plan has identified the **"Low Density Residential"** Future Land Use Map designation as **"Single-Family Residential Development at 1-6 units per acre,"** which includes the Low Density Single-Family Residential (R1-L) at 4 dwelling units/acre, Medium Density Single-Family Residential (R1-M) at 5 dwelling units/acre, and **High Density Single-Family Residential (R1-H) at 6 dwelling units/acre.**

**The 2005 Land Use Plan identifies Land Use Goals and Objectives relating to residential development, as follows:**

- **Goal:** Cost-effective Private Development Density. Encourage higher density development that will reduce the amount of infrastructure and cost to the developer and reduce the maintenance costs by the City.
  - **Objective:** Use the Land Use Plan to promote and guide the development of land at higher densities to reduce the amount of infrastructure constructed within the City.
  - **Policies:**
    - Plan for higher density development that will reduce the cost of maintenance of new infrastructure improvements, such as water, sanitary sewer, stormwater and roads.
- **Goal:** 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 (along East Hines) in recent years has been the development of **residential subdivisions**.

#### **Compatibility with Surrounding Land Uses**

The subject property is surrounded by High Density Single-Family Residential (R1-H) to the north, Twelve Stones Planned Development District (PDD) to the west, Greene County Agricultural zoned property to the east, and Greene County Suburban Residential to the south.

The land uses permitted in the High-Density Single-Family Residential (R1-H) Zoning District include single-family dwellings, residential accessory structures, golf courses, country clubs, and schools.

#### **Capacity To Serve Potential Development and Land Use**

**Municipal Water and Sewer Service:** This site is not currently served by City of Republic water or sanitary sewer service. The site is in proximity to a ten (10) inch water main and eight (8) inch sanitary sewer main at the eastern termination of East Timber Oak Street, approximately 345 feet from the western boundary line of the subject property; connection to these mains will require an off-site Utility Easement and agreement with the owner of the Twelve Stones PDD to the west. The sanitary sewer flows to the Shuyler Creek Lift Station and then through a force main to the Wastewater Treatment Facility; the Lift Station and Treatment Facility currently have capacity. The City's water system currently has capacity to serve a potential development; final evaluations of capacity will be performed during subsequent development review.

Alternatives to connecting to different points in the City's municipal water and sewer systems may be available and will be reviewed at the time of development review.

**Transportation:** The subject parcel is currently accessible, for agricultural purposes only from an access point on West Farm Road 174 from the adjacent property to the east owned by the Rader Trust; subsequent development of the subject parcel will require review of new entrances(s) and/or roads identified on the Major Thoroughfare Plan (MTP) through the Preliminary Platting process.



The Republic City Code will require the development of the subject property to include the extension of internal public streets to boundary lines, sidewalks, and the construction of Bailey Avenue from West Farm Road 174 to the southern boundary line as required by the Major Thoroughfare Plan, as well as the dedication of deficient Right-of-Way along West Farm Road 174.

A Traffic Impact Study (TIS) has been completed by the Applicant and reviewed by the City; the Report indicated no major improvements are needed to the City's existing transportation system.

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

**Sinkholes:** The subject parcel **does not** contain any identified sinkholes.

**Extent to which Proposed Amendment Creates Nonconformities**

Any existing agricultural uses presently conducted on the subject property would be permitted to continue as is at the time of rezone until such time as the use is altered in a way that would remove that lawfully existing nonconforming status. Types of alterations that would cause the removal of that status include redevelopment, expansion of the nonconforming use, substantial destruction of the nonconformity, etc.

**Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities should off-site easements be obtained**. 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 23.5 ACRES, LOCATED AT THE 7500 BLOCK OF WEST FARM ROAD 174, FROM AGRICULTURAL (AG) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)**

*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 amendment to the Zoning Code and Official Zoning Map to rezone real estate located at the 7500 Block of West Farm Road 174 and comprising approximately 23.5 acres from Agricultural (AG) to High Density Single-Family Residential (R1-H), was submitted to the Community Development Department Staff by the Rader Trust (hereinafter “Applicant”); and

*WHEREAS*, the Community Development Staff did thereafter submit said application to the Planning and Zoning Commission which did set May 11, 2020, as the date a public hearing would be held on such application and proposed amendment; and

*WHEREAS*, notice of the time and date of the public hearing was given by publication on April 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least 15 days before the date set for the public hearing; and

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

*WHEREAS*, a public hearing was conducted by the Planning and Zoning Commission on May 11, 2020, after which the Commission rendered written findings of fact on the proposed amendment and rezoning and, thereafter, submitted the same, together with its recommendations, to the City Council; and

*WHEREAS*, the Planning and Zoning Commission by a vote of 5 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 May 19, 2020, after which the City Council did proceed to vote to rezone such property and amend the Zoning Code accordingly.

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

- Section 1. That the Zoning Code and Official Zoning Map are hereby amended insofar as the same relates to a certain tract of realty located at the 7500 Block of West Farm Road 174 and comprising approximately 23.5 acres from Agricultural

(AG) to High Density Single-Family Residential (R1-H), such tract being more fully described as follows:

BEGINNING AT AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR WITH ALUMINUM CAPPED "LS 2334") MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI;

THENCE ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, S88°14'24"E, A DISTANCE OF 140.45 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D"); THENCE S01°45'36"W, A DISTANCE OF 39.35 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D") AT A POINT BEING 40.00 FEET SOUTH OF THE CENTERLINE OF FARM ROAD 174 AS IT NOW EXISTS;

THENCE S46°56'41"W, A DISTANCE OF 57.01 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D");

THENCE S02°23'43"W, A DISTANCE OF 1252.76 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-267D") ON THE SOUTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, N88°11'36"W, A DISTANCE OF 88.36 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 16;

THENCE N88°29'18"W, A DISTANCE OF 672.32 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG THE WEST LINE OF SAID EAST HALF, N01°55'50"E, A DISTANCE OF 1331.94 FEET TO AN EXISTING SURVEY MONUMENT (RAILROAD SPIKE) ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 16;

THENCE ALONG SAID NORTH LINE, S88°30'22"E, A DISTANCE OF 670.60 FEET TO THE POINT OF BEGINNING, CONTAINING 1,022,819 SQ. FT. (23.5 ACRES).

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

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

Section 2. In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

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

BILL NO. 20-21

ORDINANCE NO. 20-


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

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

\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

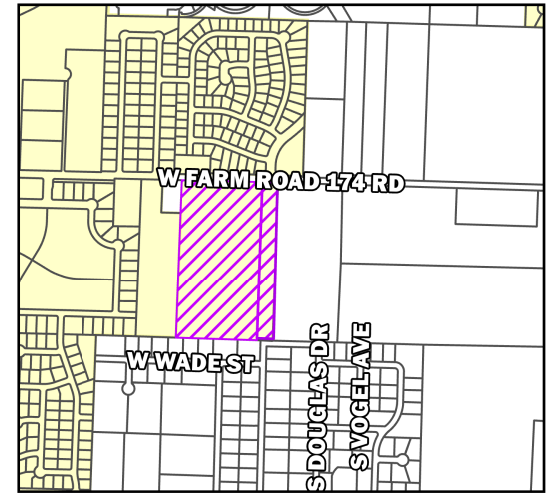
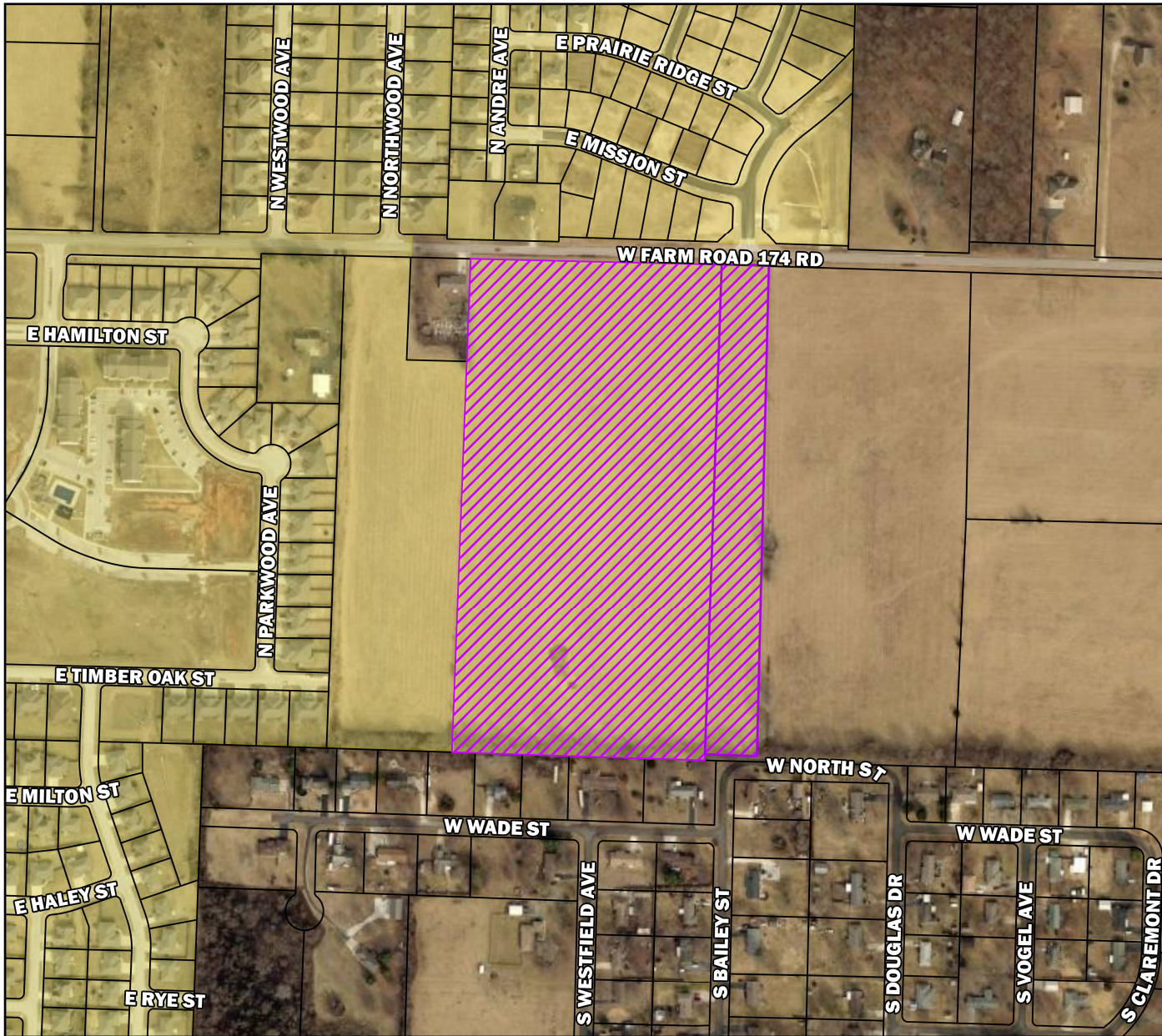
Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.05.13 10:13:34  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_






# REZN 20-003: Rader Trust

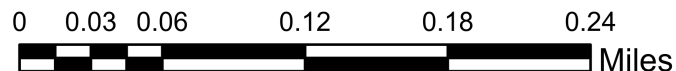
## Vicinity Map



### Legend

-  City Limit Republic
-  Parcels
-  ANX 20-002

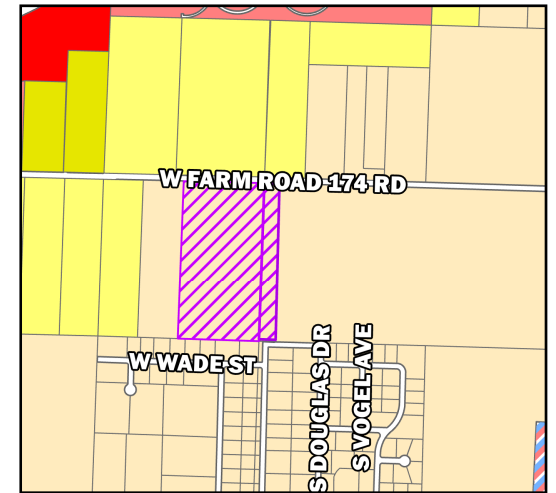
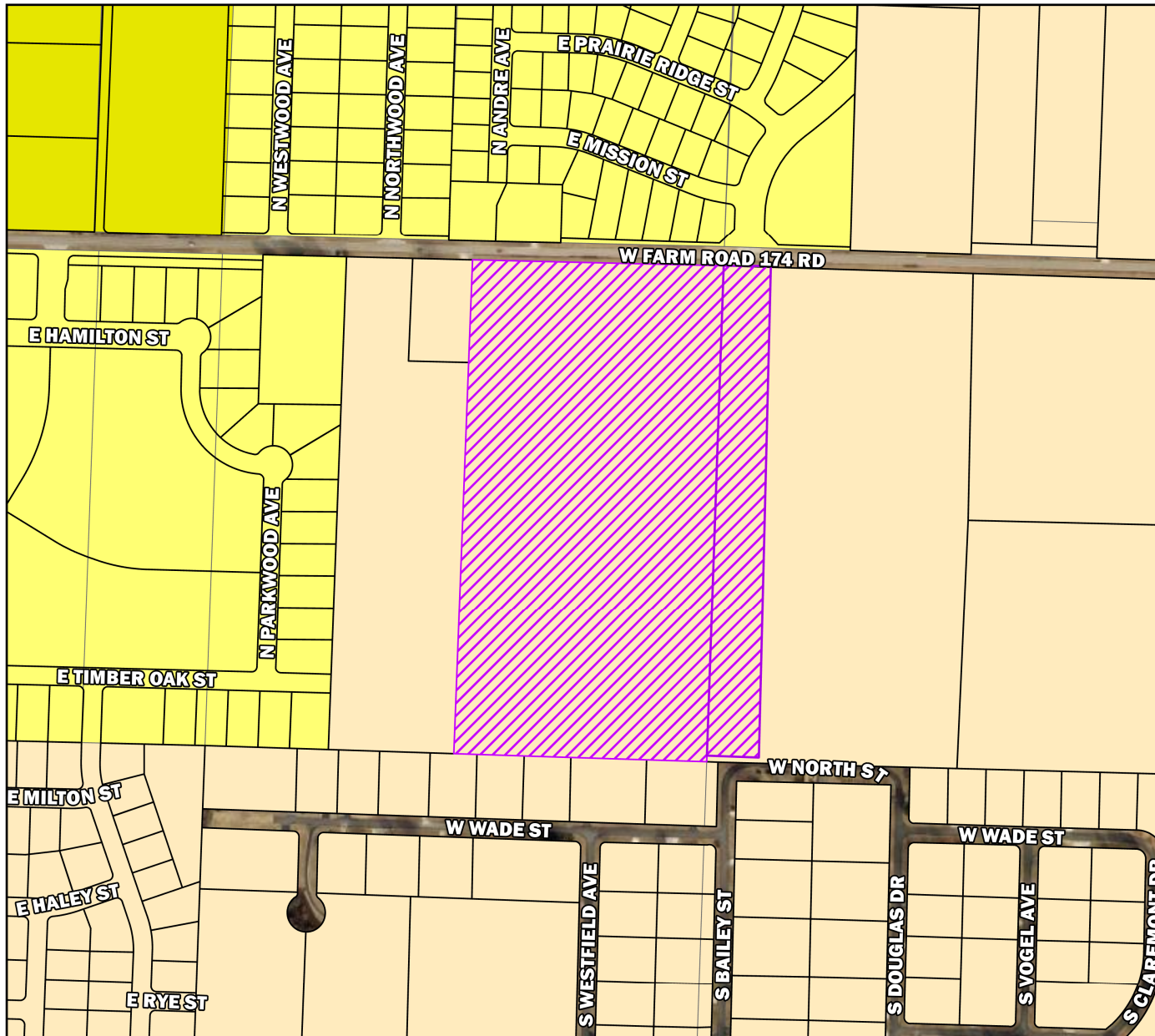
Parcel Owner: Rader Trust  
Parcel Address: 7500 Block of Hwy 174  
Area: 22.5 Acres  
Current Zoning: Agricultural (AG)  
Requested Zoning: Single Family High Density Residential (R1-H)  
Future Land Use Designation: Low Density Residential

















# REZN 20-003: Rader Trust

## Future Land Use Map

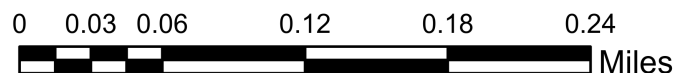
Item 5.



### Legend

-  Parcels
-  ANX 20-002
- 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

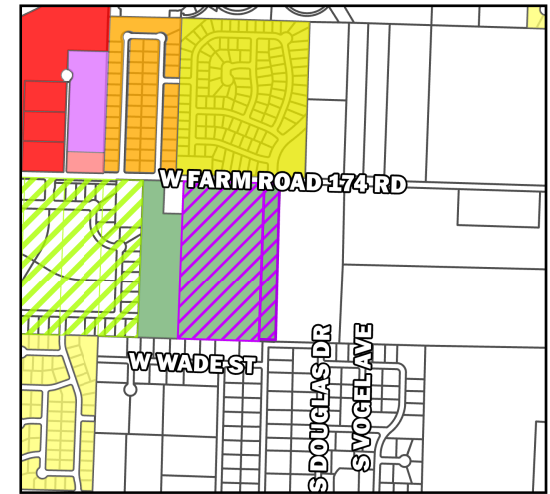
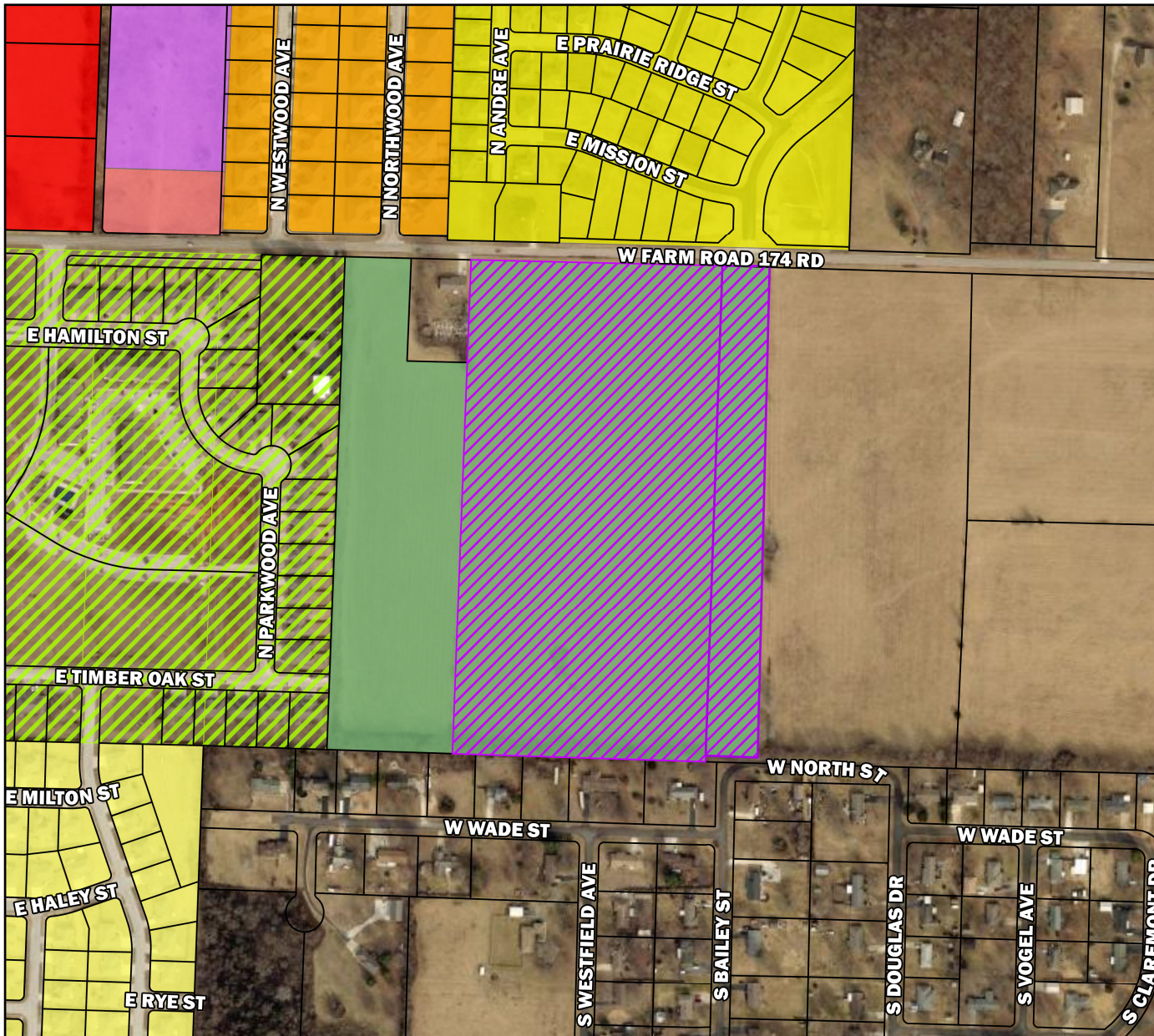
Parcel Owner: Rader Trust  
 Parcel Address: 7500 Block of Hwy 174  
 Area: 22.5 Acres  
 Current Zoning: Agricultural (AG)  
 Requested Zoning: Single Family High Density Residential (R1-H)  
 Future Land Use Designation: Low Density Residential



# REZN 20-003: Rader Trust

## Zoning Map

Item 5.



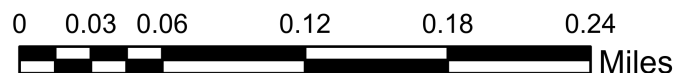
### Legend

- Parcels
- ANX 20-002

### 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: Rader Trust  
 Parcel Address: 7500 Block of Hwy 174  
 Area: 22.5 Acres  
 Current Zoning: Agricultural (AG)  
 Requested Zoning: Single Family High Density Residential (R1-H)  
 Future Land Use Designation: Low Density Residential



**Section 405.100. "R1-H" High Density Single-Family Residential District. [CC 1999 §26-18]**

- A. *Purposes.* The intent of the "R1-H" High Density Single-Family Residential District is designed for seven thousand (7,000) square foot single-family detached residential uses at higher densities of approximately six (6) dwelling units per acre. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without crossing minor streets in adjoining neighborhoods.
- B. *Uses Permitted.*
1. Model homes in accordance with Section 410.190.
  2. Single-family dwellings.
  3. Accessory buildings customary, incidental and subordinate to the main building.
  4. Churches or other places of worship, including parish houses and Sunday Schools, but excluding overnight shelters and temporary outdoor revivals, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required.
  5. Home occupations in accordance with Section 405.630.
  6. Public school, elementary and high, and educational institutions having a curriculum the same as ordinarily given in public schools, on a minimum of two (2) acres of land, to provide sufficient land area for off-street parking, bufferyards and proper site design to lessen impact on adjoining residential neighborhoods. The requirements of Article VI and X regarding parking, loading, landscaping, and open space shall be required.
  7. Golf courses and country clubs.
  8. Any use conforming at the time the district is mapped.

Section  
405.100

Section  
405.100

- 9. *Group homes.* The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within two thousand five hundred (2,500) feet of another group home.
- C. *General Regulations.* Property and buildings in the "R1-H" District shall be subject to the following regulations:
- 1. *Street frontage.* Each lot shall have a clear, direct frontage on a dedicated City street.
  - 2. *Platting requirements.* Each dwelling shall be located on its own individual platted lot. If areas for common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space and facilities, whether in the form of a neighborhood association or public dedication. The plat shall indicate the easements and covenants appurtenant thereto.
  - 3. *Off-street parking.* As required by Article VI of this Chapter.
  - 4. *Accessory buildings and structures.* As required by Section 405.640 of this Chapter.
  - 5. *Trees.* There shall be a requirement of at least one (1) tree for each platted lot in order to enhance private space. The tree shall be of a variety that provides shade and screening and shall be at least six (6) feet in height at the time of planting.
- D. *Height And Area Regulations.* The height and area regulations shall be provided in accordance with the requirements set forth in Article V.

# Findings of Fact

Date of Hearing:

05/11/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-003

Location:

City Hall-Virtual

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

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

### Statement of Relevant Facts Found:

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

Approval  Denial

Commissioner Name:

Rawson Ellis

Commissioner Signature:

*Rawson Ellis*

Date:

5-11-20

# Findings of Fact

Date of Hearing:

05/11/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-003

Location:

City Hall-Virtual

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

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

## Statement of Relevant Facts Found:

Water improvements on the  
liability of developer  
  
No opposed evidence  
provided

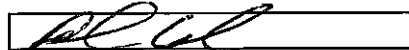
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval  Denial

Commissioner Name:

Brandon Andrews

Commissioner Signature:



Date:

5-11-2020

# Findings of Fact

Date of Hearing:

05/11/2020

Time:

7:00PM

Type of Application:

Rezone

Name of Applicant:

REZN 20-003

Location:

City Hall-Virtual

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

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

Statement of Relevant Facts Found:

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

Approval  Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

5/11/2020





## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-22 An Ordinance of the City Council of the City of Republic, Missouri, Vacating a Water Line Easement on Lot 1 of the Old Stone PDD.

Submitted By: Community Development Department

Date: May 19, 2020

### Issue Statement

Lester E. Cox Medical Centers (Cox Health) has applied for an Easement Vacation of the Water Line located on Lot 1, Old Stone Planned Development District (PDD), the future site of a Cox Clinic. The proposal also dedicates a new 15' Water Line Easement to accommodate the proposed building footprint.

### Discussion and/or Analysis

Lester E. Cox Medical Centers (Cox Health) is requesting an Easement Vacation of the Water Line located on Lot 1, Old Stone PDD to accommodate the proposed building footprint; the proposed Replat dedicates a new 15' Water Line Easement on the Cox property.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to adopted plans of the City:

**Transportation:** The proposal is not anticipated to have any impact on the City's transportation system.

**Land Use:** The proposal vacates the existing water line and dedicates the Water Line Easement in the revised location.

**Municipal Utilities:** The proposed revised location of the Water Line Easement aligns with the Water Line Easement located on the adjacent property (60 West).

**Floodplain:** The proposal is not anticipated to have any impact on areas of Floodplain.

**Other Public Services:** The proposal is not anticipated to have any impact on any other public services.

### Recommended Action

The Community Development Department recommends approval of the requested Water Line Easement Vacation and the dedication of the new Water Line Easement.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
VACATING A WATER LINE EASEMENT ON LOT 1 OF THE OLD STONE PDD**

*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 Public Works Department has applied for a water line vacation on Lot 1 of the Old Stone PDD; and

*WHEREAS*, the water line easement has been deemed no longer needed by the City through the Director of Public Works; and

*WHEREAS*, the owners of the property subject the above water line easement are in agreement to vacate it; and

*WHEREAS*, the Planning and Development Staff did, thereafter, submit said application to the Planning and Zoning Commission which did set May 11, 2020, as the date a Public Hearing would be held on such application and proposed vacation of the above water line easement; and

*WHEREAS*, notice of the time and date of Public Hearing was given by publication on April 22, 2020, in *The Greene County Commonwealth*, a newspaper of general circulation in the City of Republic, 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 of the proposed vacation of the water line easement and within 185 feet of the property proposed to be vacated; and

*WHEREAS*, a Public Hearing was conducted by the Planning and Zoning Commission on May 11, 2020, after which the Commission rendered written findings of fact on the proposed vacation of the above water line easement and thereafter, submitted the same, together with its recommendations, to the City Council; and

*WHEREAS*, the Planning and Zoning Commission, by a vote of 5 ayes to 0 nays, did recommend approving such application for the water line easement vacation; and

*WHEREAS*, the matter of the vacation of the water line easement was presented to the City Council for action and vote on May 19, 2020, for the first reading and on June 2, 2020, for a second reading at which time the City Council assessed and determined that no damages would be sustained by the owner of any property which fronts or abuts said waterline easement and that said waterline easement should be vacated.

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

Section 1. The water line easement hereinabove described and further described in “Attachment 1” attached and incorporated herein, is hereby vacated, and the same shall revert to the owners of the adjacent lots in the same proportion as it was originally taken.

- Section 2. The Council hereby determines that the owners who own all of the property which fronts or abuts the waterline easement being vacated will benefit from the vacation of such easement and, therefore, the owners will sustain zero damages as a result of said vacation.
- Section 3. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Recorder of Deeds for Greene County, Missouri.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

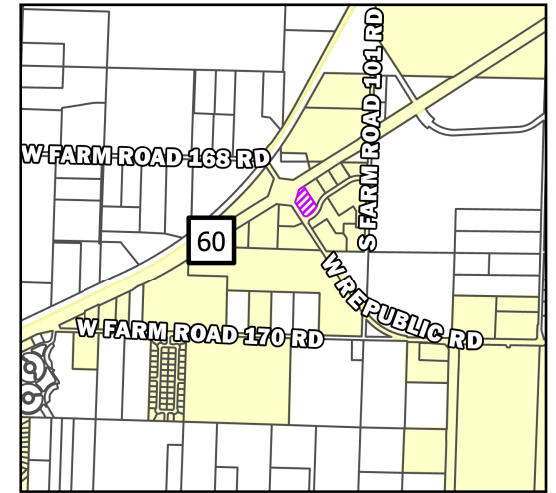
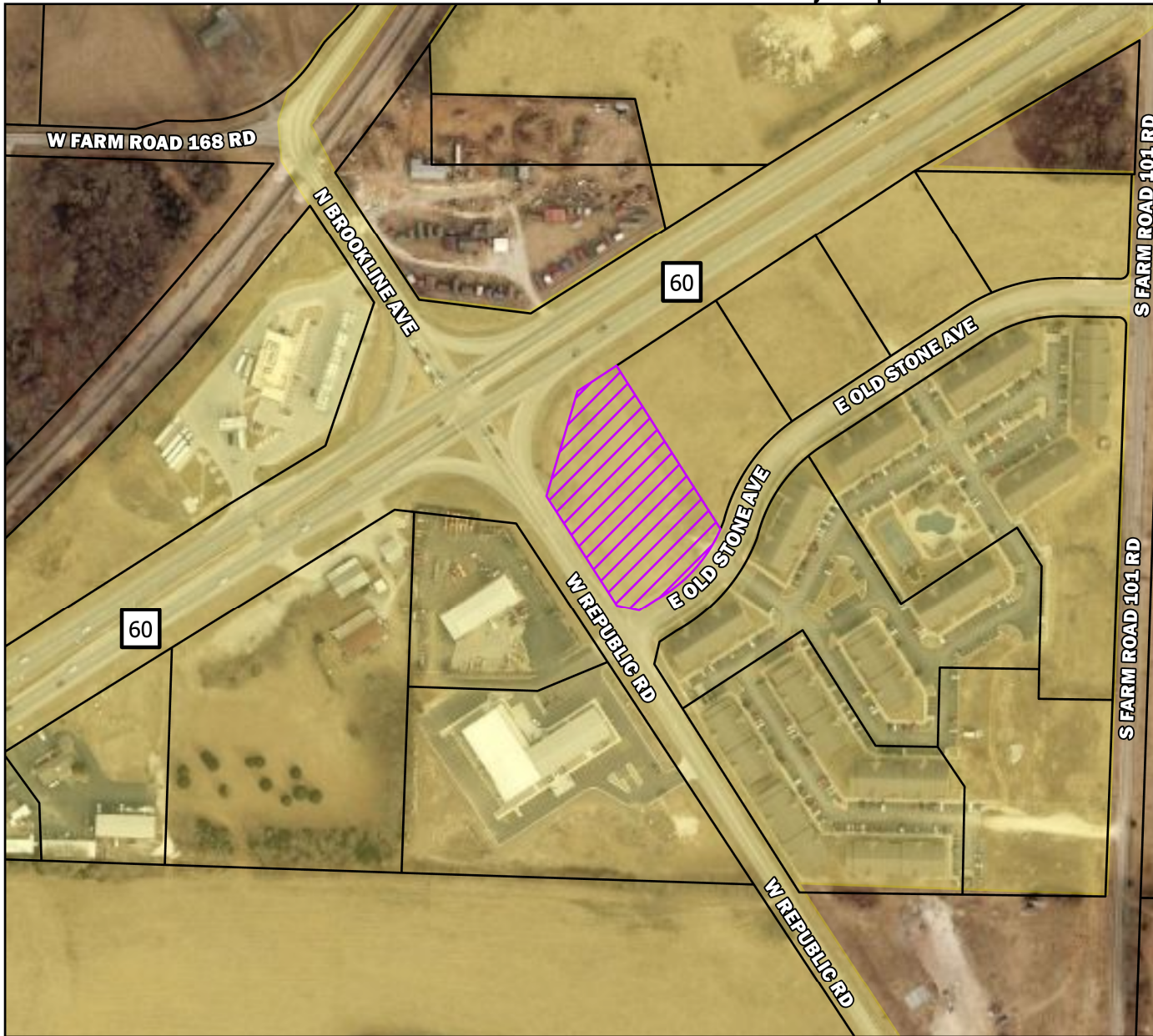
Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.05.13 13:51:00 -05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_




# VACA 20-001: Cox Health Waterline Easement

Item 6.

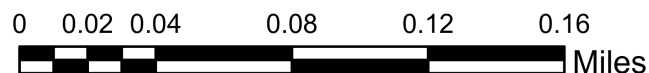
## Vicinity Map



### Legend

-  VACA 20-001
-  Parcels
-  City Limits

Parcel Owner: Cox Health  
Parcel Address: 3204 E Old Stone Ave  
Area: 1.9 Acres





# Findings of Fact

Date of Hearing:

05/11/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-001

Location:

Virtual

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

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

### Statement of Relevant Facts Found:

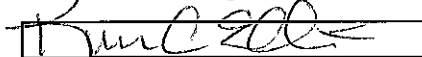
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval  Denial

Commissioner Name:

Rayson Ellis III

Commissioner Signature:



Date:

5-11-20

# Findings of Fact

Date of Hearing:

05/11/2020

Time:

7:00PM

Type of Application:

Vacation

Name of Applicant:

VACA 20-001

Location:

Virtual

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

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

Statement of Relevant Facts Found:

No factual evidence brought at hearing opposed

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

Approval  Denial

Commissioner Name:

Brandon Andrews

Commissioner Signature:



Date:

5-11-2020

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

05/11/2020

7:00PM

Vacation

Name of Applicant:

Location:

VACA 20-001

Virtual

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

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

**Statement of Relevant Facts Found:**

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

Approval     Denial

Commissioner Name:

Commissioner Signature:

Date:

CYNTHIA HYDER

*C. Hyder*

5/11/2020





## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-23 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC for Infrastructure for Phase 1 of the A'vila Residential Subdivision.

Submitted By: Andrew Nelson, P.E., Community Development Department Director

Date: May 19, 2020

### Issue Statement

Turner Residential Holding, LLC, wishes to enter into a Developer's Agreement for the deferred construction of a 10" water main and the construction of Talavera Avenue during construction of the infrastructure associated with Phase 1 of A'Vila.

### Discussion and/or Analysis

The approved Preliminary Plat for A'Vila requires the extension of a 10" water main parallel to West Farm Road 170 and the construction of Talavera Avenue; the Developer is requesting deferment of both infrastructure improvements proportional to the number of lots in Phase 1 of the development .

The A'Vila Subdivision consists of 139 residential lots; Phase 1 consists of 27 lots, equaling 19.4% of the total development. The estimated cost of construction of the water main extension is \$87,000.00; the estimated cost of construction of Talavera Avenue is \$602,062.23.

The Developers Agreement financially secures 19.4% of the costs of construction of the water main extension and Talavera Avenue, \$16,878.00 and \$116,800.70 respectively for a period of four years. The developer must construct the required improvements or enter into a new Developers Agreement with the City prior to the issuance of any additional permits for subsequent phases of the development.

### Recommended Action

Staff recommends approval of the Developers Agreement.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH TURNER RESIDENTIAL HOLDING, LLC FOR INFRASTRUCTURE FOR PHASE 1 OF THE A'VILA RESIDENTIAL SUBDIVISION**

*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*, Turner Residential Holding, LLC ("Developer") is the owner and developer of the land for the A'Vila residential subdivision located in the City; and

*WHEREAS*, Developer is in the process of developing the A'Vila residential subdivision for residential properties; and

*WHEREAS*, the preliminary plat for A'Vila requires that certain improvements be made; and

*WHEREAS*, the Developer wishes to defer certain improvements during Phase 1 of A'Vila by executing an Infrastructure Development Agreement ("Agreement") with the City; and

*WHEREAS*, the Agreement will allow Developer to defer the improvements, as outlined in the Agreement, shown on the preliminary plat during Phase 1 by providing the City with the proportional share of the cost for the improvements through a letter of credit or other surety all as outlined in the Agreement; and

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

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

- Section 1. The City Administrator, or designee, on behalf of the City of Republic, is authorized to enter into an Infrastructure Development Agreement with Turner Residential Holding, LLC, 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 take effect and be in force from and after its passage as provided by law.

BILL NO. 20-23


ORDINANCE NO. 20-

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

\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.05.13 15:27:17  
-05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_

## INFRASTRUCTURE DEVELOPMENT AGREEMENT

**THIS INFRASTRUCTURE DEVELOPER AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Republic Missouri (“City”) and Turner Residential **Holding**, LLC, (“Developer”). Collectively, City and Turner are referred to as the “Parties” in this Agreement.

**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 real property in the City of Republic commonly located at the at 7012 West Farm Road 170 and comprising approximately 48.5 acres, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a residential subdivision on the Property, and

**WHEREAS**, in Ordinance 18-31, passed by Council on June 26, 2018, Developer’s Property was rezoned from Agricultural (AG) to High Density Single Family Residential (R1-H); and

**WHEREAS**, in Resolution 19-R-10, passed by Council on April 16, 2019, Developer’s Preliminary Plat for the Property known as the A’Vila Residential Subdivision (A’Vila)<sup>1</sup> consisting of approximately 139 lots was approved; and

**WHEREAS**, Developer has indicated its desire to phase the development of A’Vila by submitting Phase 1 of A’Vila to the City which consists of approximately 27 lots, described in Exhibit B attached hereto and incorporated by reference into this Agreement; and

**WHEREAS**, as indicated by the Preliminary Plat for A’Vila, and required under City Ordinances and the Transportation Plan, certain improvements must be completed upon the Property; and

**WHEREAS**, Developer has requested the City defer the required infrastructure construction by Developer of Talavera Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the western to the eastern boundary of the Property during Phase 1 of A’Vila, described in Exhibit C attached hereto and incorporated by reference into this Agreement (“Deferred Infrastructure”); and

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<sup>1</sup> The Developer has indicated its intention to rename the subdivision from A’Vila to Oak Hills. For continuity with prior Ordinances and Resolutions, this Agreement will continue to use the name A’Vila for the subdivision.

**WHEREAS**, the City has agreed to allow Developer to defer the above-mentioned Talavera Avenue and 10” water line infrastructure construction during Phase 1 of Avila subject to the terms contained in this Agreement and approval by Council.

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

1. Ability to Contract: Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. Infrastructure:
  - a. Developer agrees all required infrastructure for the Property as required under City Ordinances, Rules and Regulations, the Transportation Plan, and shown the Preliminary Plat must be completed before any final plat is issued by the City unless modified by this Agreement or any subsequent Agreement.
  - b. City agrees to defer, during Phase 1 only of A’Vila, the requirement for Developer to construct the infrastructure of Talavera Avenue and a 10” water main extension along the northern property line adjacent to West Farm Road 170 from the western to the eastern boundary of the Property, described in Exhibit C subject to the terms of this Agreement.
  - c. Developer agrees this deferral of infrastructure in Paragraph 2(b) is only a deferral and not a waiver of the construction during Phase 1 subject to this Agreement. All required infrastructure of A’Vila still must be completed by Developer for A’Vila.
  - d. Nothing in this Agreement shall be construed as requiring the City to construct or pay for any of the Delayed Infrastructure or any infrastructure on the Property.
  - e. With the understanding between the Parties the infrastructure in Paragraph 2(b) is just a deferral of Developer’s requirement to construct the Delayed Infrastructure during Phase 1 of A’Vila, the Parties agree the proportional share of the cost of the Deferred Infrastructure in Paragraph 2(b) shall be determined and as follows:
    - i. The A’Vila subdivision, as shown on the Preliminary Plat, will consist of 139 lots. Phase 1 of A’Vila, as shown in Exhibit B, will consist of 27 lots. Therefore, the proportional share of lots in Phase 1 will be 19.4% of the total lots of A’Vila as contained in the Preliminary Plat.
    - ii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of Talavera Avenue adjacent to the east property line, running from northern to southern property lines is \$602,062.23. Therefore, 19.4% of this deferred infrastructure would be \$116,800.70.
    - iii. Based upon data currently available and the estimated cost to construct the improvements at the time this Agreement is executed for the construction of the 10” water main extension along northern property line/adjacent to West Farm Road 170 ROW, from western to eastern boundary of Property

is \$87,000.00. Therefore, 19.4% of this deferred infrastructure would be \$16,878.00.

- iv. The Parties agree the above costs are just estimated to determine the proportional cost of the improvements under this Agreement and do not bind either Party to those costs for the final construction of the Deferred Infrastructure in Paragraph 2(b) or any future agreements.
  - f. Developer agrees to secure through a letter of credit or other acceptable security (“Surety”) as approved by the City and as payable to the City, the proportional amounts of the Deferred Infrastructure contained in Paragraph 2(d), that being \$116,800.70 for Talavera Avenue and \$16,878.00 for the water main extension to be held by the City as security for the construction of these Delayed Improvements before any permits are issued for A’Vila.
  - g. The Surety shall be valid for a minimum period of four years with an additional redemption period of six months for the City to initiate, if necessary, the collection on the Surety.
  - h. Once the Deferred Infrastructure secured by this Agreement are completed in their entirety as determined by the City, not just the proportional share, and accepted by the City after inspection, the Surety shall be returned to Developer.
  - i. Should Developer fail to complete all the Deferred Infrastructure secured by this Agreement, not just the proportional share, within four years after the date of execution of this Agreement, the City shall have, at its sole decision the option to either:
    - i. Pursuant to an amended agreement, extend the Surety on a year-by-year basis to allow for the completion of the Deferred Infrastructure subject to this Agreement; or
    - ii. Return the Surety to the Developer. At no time will the City return the Surety to anyone other than the Developer; or
    - iii. Collect the full amount of the Surety for use by the City. Should the City elect to collect the full amount the Surety, the City shall be allowed to utilize the funds from the Surety to either complete the Deferred Infrastructure on the Property or use the funds for other infrastructure improvements in the City or a combination thereof as determined by the City.
3. 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. City and Developer 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. City and Developer 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.

4. 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.
5. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. Default by Developer and Termination: If through any cause, the Developer shall fail to fulfill in timely and proper manner Developer's obligations under this Agreement, become insolvent, or if Developer shall 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 ten 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 ten-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, the City shall have to collect on the Surety as contained in Paragraph 2(i) even if the four-years have not occurred as contained in the Paragraph.
7. 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 shall violate 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 ten 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 ten-day period and thereafter diligently pursues the same to completion), the 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 actual costs in the completion of the Delayed Improvements. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
8. 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.
9. Dispute: In the event that 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.

10. 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 Developer's Property and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Infrastructure contemplated by this Agreement.
11. 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.
12. 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 emailed 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 either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
13. 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 either 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.
14. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
16. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
17. 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 with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.



- 18. 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.
- 19. Funds Deposit: Developer agrees that any funds remitted to City under this Agreement may be comingled by the City with other funds deposited by the City from other sources. Further, any funds remitted by the District will gain no interest and the City shall determine where said funds are to be deposited.
- 20. 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.
- 21. Contract Documents: The Agreement shall consist of the following:
  - a. This Agreement;
  - b. Exhibit A – Legal description;
  - c. Exhibit B – A’Vila Phase 1;
  - d. Exhibit C – Delayed infrastructure secured.
- 22. 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 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:               Turner Residential Holding, LLC  
   ATTN: Shawn Turner  
   328 South Ave  
   Springfield, MO 65806

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**DEVELOPER/OWNER**

Turner Residential Holding, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF MISSOURI                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did say that he/she is the \_\_\_\_\_ (title) of Turner Residential Holding, LLC, and that the said instrument was signed on behalf of said corporation by authority of its board of directors, and \_\_\_\_\_ (name) acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission expires: \_\_\_\_\_

*(Notary Seal)*

**CITY OF REPUBLIC**

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David Cameron, City Administrator

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Attest: Laura Burbridge, City Clerk

**Approved as to Form:**

---

Scott Ison, City Attorney

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## Exhibit A

SOURCE OF DESCRIPTION: BOOK 2004 AT PAGE 057458-04. AND BOOK 2010 AT PAGE 044604-10

## TRACT A:

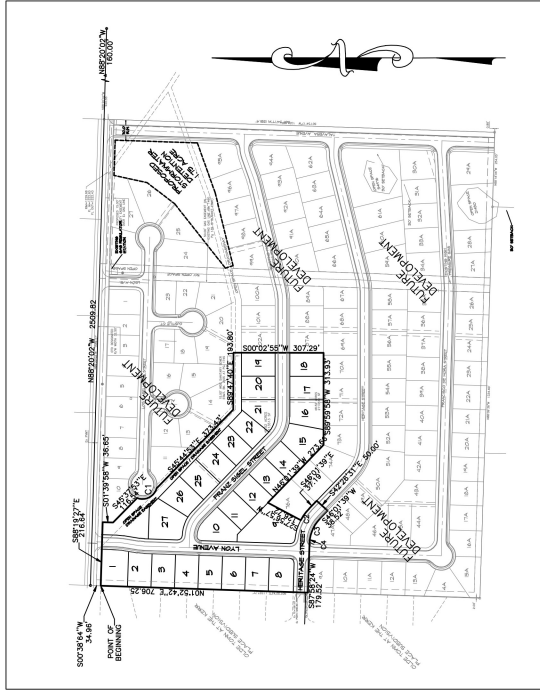
THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; THENCE N88°20'02"W, ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN OLDE TOWN AT THE KERR PLACE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE N01°52'42"E, ALONG THE WEST LINE OF SAID NW1/4 OF THE NE1/4, ALSO BEING THE EAST LINE OF SAID OLDE TOWN AT THE KERR PLACE, A DISTANCE OF 1327.77 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE NE1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.28 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5195 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

**STREET AND DRAINAGE IMPROVEMENTS  
FOR  
OAK HILLS PHASE I  
A RESIDENTIAL SUBDIVISION IN  
REPUBLIC, MISSOURI**

OWNER/DEVELOPER  
TURNER RESIDENTIAL HOLDINGS, INC.  
SHAWN TURNER, PRESIDENT  
329 SOUTH W 145<sup>TH</sup> AVENUE  
REPUBLIC, MISSOURI 64456  
PHONE: (417) 860-8874

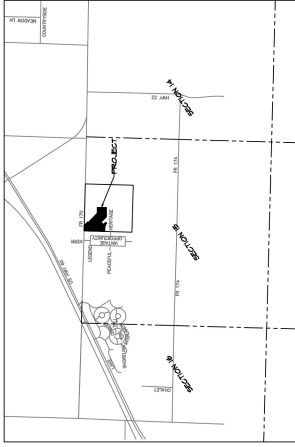
- GENERAL NOTES:**
1. CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS AS STATED ON THESE PLANS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.
  2. PRIOR TO BEGINNING CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CITY ENGINEER AND THE MISSOURI DEPARTMENT OF TRANSPORTATION TO DISCUSS THE PROJECT AND OBTAIN NECESSARY PERMITS AND APPROVALS.
  3. PRIOR TO BEGINNING CONSTRUCTION, A GRADING PERMIT MUST BE OBTAINED FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION AND THE CITY ENGINEER.
  4. ANY WORK CONDUCTED ON THESE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS SHALL BE AT THE CONTRACTOR'S OWN RISK AND WITHOUT LIABILITY TO THE ENGINEER.
  5. FOR LAND DISTURBANCE ACTIVITY, A GENERAL EROSION CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION AND THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION.
  6. OTHER PERMITS MAY BE REQUIRED FOR THIS CONSTRUCTION PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.
  7. IF THE CONTRACTOR OPERATIONS REQUIRE WORK ON OR ACCESS TO ADJACENT PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.
  8. AT THE START OF CONSTRUCTION, OR WHEN WORK HAS BEEN SUSPENDED FOR 30 DAYS, THE CONTRACTOR SHALL SUBMIT TO THE MISSOURI DEPARTMENT OF TRANSPORTATION AND THE CITY ENGINEER A GENERAL EROSION CONTROL PLAN FOR APPROVAL.
  9. THE CONTRACTOR SHALL KEEP THE SUBDIVISION HEAT AND DROPPED AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EGRESS ROUTES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EGRESS ROUTES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EGRESS ROUTES.
  10. CONSTRUCTION ACCESS TO THE SITE SHALL BE LIMITED TO THE APPROVED TEMPORARY CONSTRUCTION ENTRANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.
  11. EXISTING UNDERGROUND UTILITIES HAVE BEEN LOCATED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.
  12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER FACILITIES WHICH IS CAUSED BY HIS OPERATIONS.
  13. MANHOLE COVERS, VALVE BOXES, AND OTHER UTILITY APPURTENANCES SHALL BE DISCOVERED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR INSTRUCTIONS PRIOR TO THE START OF CONSTRUCTION.
  14. ALL DISTURBED AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION EROSION CONTROL PLAN (ECCP).
  15. CONSTRUCTION EQUIPMENT, INCLUDING CURBS AND SIDEWALK AREAS, SHALL BE PROTECTED BY A 4" THICK LAYER OF POLYETHYLENE SHEETING (LDPE) WITH A WEIGHT OF NOT LESS THAN 1.0 LB/SY. THE PROTECTIVE SHEETING SHALL BE INSTALLED AT THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REPUBLIC, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.



PROJECT MAP  
SCALE: 1" = 200'-0"

**SHEET INDEX**

1. COVER SHEET
2. PROJECT PLAN
3. EROSION AND SEDIMENTATION CONTROL PLAN
4. TYPICAL ROAD SECTIONS AND DETAILS
5. LYON AVE PLAN AND PROFILE
6. STA 0+00 TO STA 1+26.96
7. HERITAGE STREET PLAN AND PROFILE
8. STA 0+00 TO STA 1+85.44
9. DETENTION BASIN & DRAINAGE CHANNEL PLAN & PROFILE
10. STA 0+00 TO STA 2+00.00
11. STORM LINE A PLAN AND PROFILE
12. STORM LINE B PLAN AND PROFILE
13. STORM LINE C PLAN AND PROFILE



LOCATION MAP  
TOWNSHIP 28 NORTH, RANGE 23 WEST  
SCALE: 1" = 2000'

**DESCRIPTION OF PHASE 1:**

TRACT A, 150' x 150' LOTS, SHALL BE LOTS 1 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT B, 150' x 150' LOTS, SHALL BE LOTS 28 THROUGH 54 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT C, 150' x 150' LOTS, SHALL BE LOTS 55 THROUGH 81 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT D, 150' x 150' LOTS, SHALL BE LOTS 82 THROUGH 108 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT E, 150' x 150' LOTS, SHALL BE LOTS 109 THROUGH 135 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT F, 150' x 150' LOTS, SHALL BE LOTS 136 THROUGH 162 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT G, 150' x 150' LOTS, SHALL BE LOTS 163 THROUGH 189 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT H, 150' x 150' LOTS, SHALL BE LOTS 190 THROUGH 216 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT I, 150' x 150' LOTS, SHALL BE LOTS 217 THROUGH 243 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT J, 150' x 150' LOTS, SHALL BE LOTS 244 THROUGH 270 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT K, 150' x 150' LOTS, SHALL BE LOTS 271 THROUGH 297 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT L, 150' x 150' LOTS, SHALL BE LOTS 298 THROUGH 324 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT M, 150' x 150' LOTS, SHALL BE LOTS 325 THROUGH 351 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT N, 150' x 150' LOTS, SHALL BE LOTS 352 THROUGH 378 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT O, 150' x 150' LOTS, SHALL BE LOTS 379 THROUGH 405 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT P, 150' x 150' LOTS, SHALL BE LOTS 406 THROUGH 432 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT Q, 150' x 150' LOTS, SHALL BE LOTS 433 THROUGH 459 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT R, 150' x 150' LOTS, SHALL BE LOTS 460 THROUGH 486 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT S, 150' x 150' LOTS, SHALL BE LOTS 487 THROUGH 513 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT T, 150' x 150' LOTS, SHALL BE LOTS 514 THROUGH 540 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT U, 150' x 150' LOTS, SHALL BE LOTS 541 THROUGH 567 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT V, 150' x 150' LOTS, SHALL BE LOTS 568 THROUGH 594 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT W, 150' x 150' LOTS, SHALL BE LOTS 595 THROUGH 621 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT X, 150' x 150' LOTS, SHALL BE LOTS 622 THROUGH 648 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT Y, 150' x 150' LOTS, SHALL BE LOTS 649 THROUGH 675 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT Z, 150' x 150' LOTS, SHALL BE LOTS 676 THROUGH 702 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AA, 150' x 150' LOTS, SHALL BE LOTS 703 THROUGH 729 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AB, 150' x 150' LOTS, SHALL BE LOTS 730 THROUGH 756 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AC, 150' x 150' LOTS, SHALL BE LOTS 757 THROUGH 783 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AD, 150' x 150' LOTS, SHALL BE LOTS 784 THROUGH 810 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AE, 150' x 150' LOTS, SHALL BE LOTS 811 THROUGH 837 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AF, 150' x 150' LOTS, SHALL BE LOTS 838 THROUGH 864 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AG, 150' x 150' LOTS, SHALL BE LOTS 865 THROUGH 891 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AH, 150' x 150' LOTS, SHALL BE LOTS 892 THROUGH 918 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AI, 150' x 150' LOTS, SHALL BE LOTS 919 THROUGH 945 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AJ, 150' x 150' LOTS, SHALL BE LOTS 946 THROUGH 972 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI. TRACT AK, 150' x 150' LOTS, SHALL BE LOTS 973 THROUGH 999 IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST IN GREENE COUNTY, MISSOURI.

NUMBER	START	END	CHORD
C1	50.00	82.55207	18.54
C2	175.00	1401.74	48.04
C3	175.00	1401.74	48.04
C4	15.00	07.96354	1.99



REPUBLIC, MISSOURI  
OAK HILLS SUBDIVISION, PHASE 1  
COVER SHEET

DATE: 4/9/2020

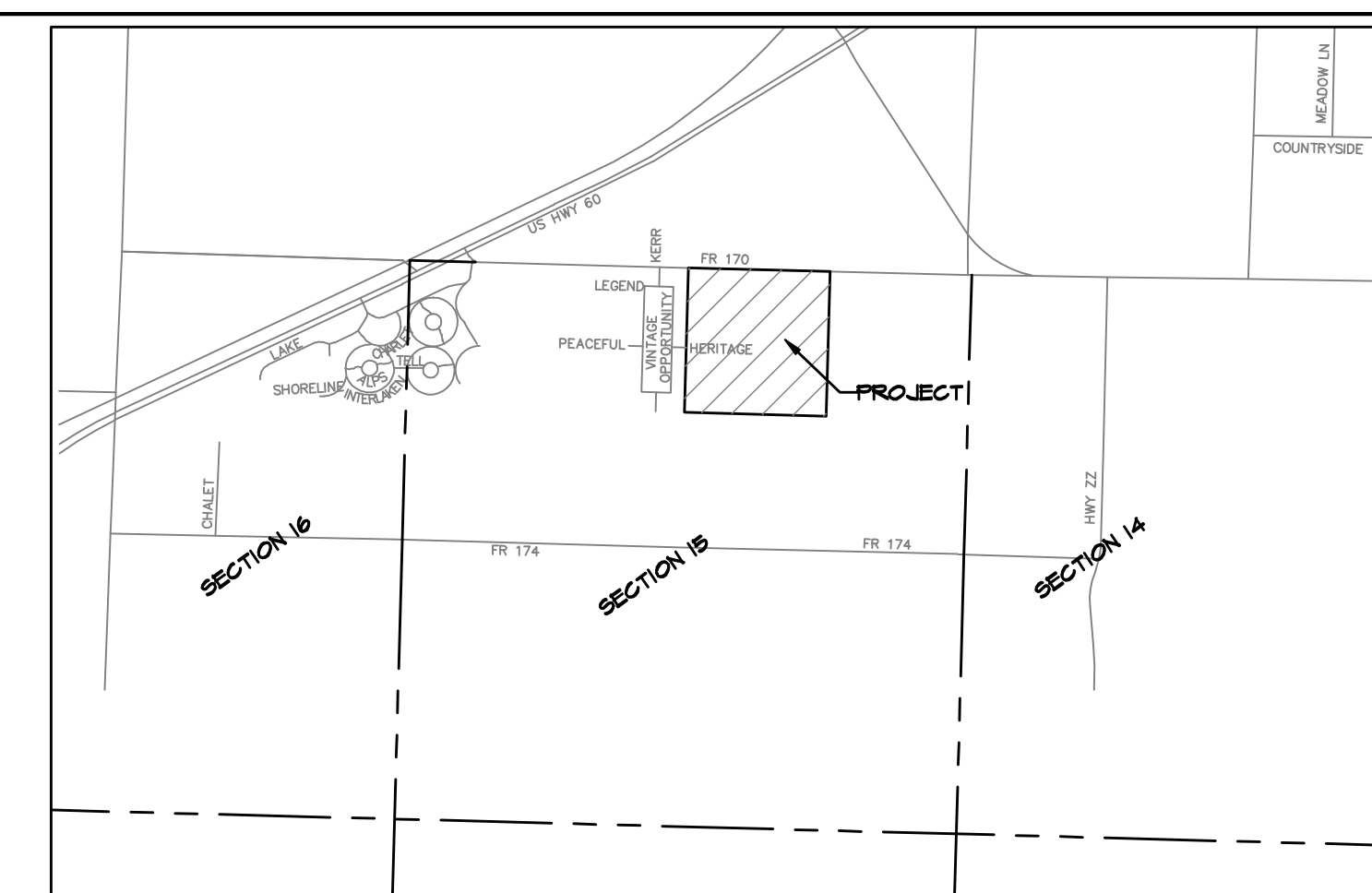
DRAWN BY: <i>Shawn Turner</i>	CHECKED BY: <i>Shawn Turner</i>	SCALE: 1" = 200'-0"	SHEET: 1 OF 13
PROJECT: OAK HILLS SUBDIVISION, PHASE 1	CLIENT: TURNER RESIDENTIAL HOLDINGS, INC.	LOCATION: REPUBLIC, MO	DATE: 4/9/2020

FILE NO. \_\_\_\_\_

Item 7.

# PRELIMINARY PLAT OF AVILA A RESIDENTIAL SUBDIVISION IN REPUBLIC, MISSOURI

OWNER/DEVELOPER  
TURNER RESIDENTIAL HOLDINGS, INC.  
5184 S. NETTLETON AVE  
SPRINGFIELD, MO 65810  
SHAWN TURNER, PRESIDENT  
PHONE: (417) 860-6674



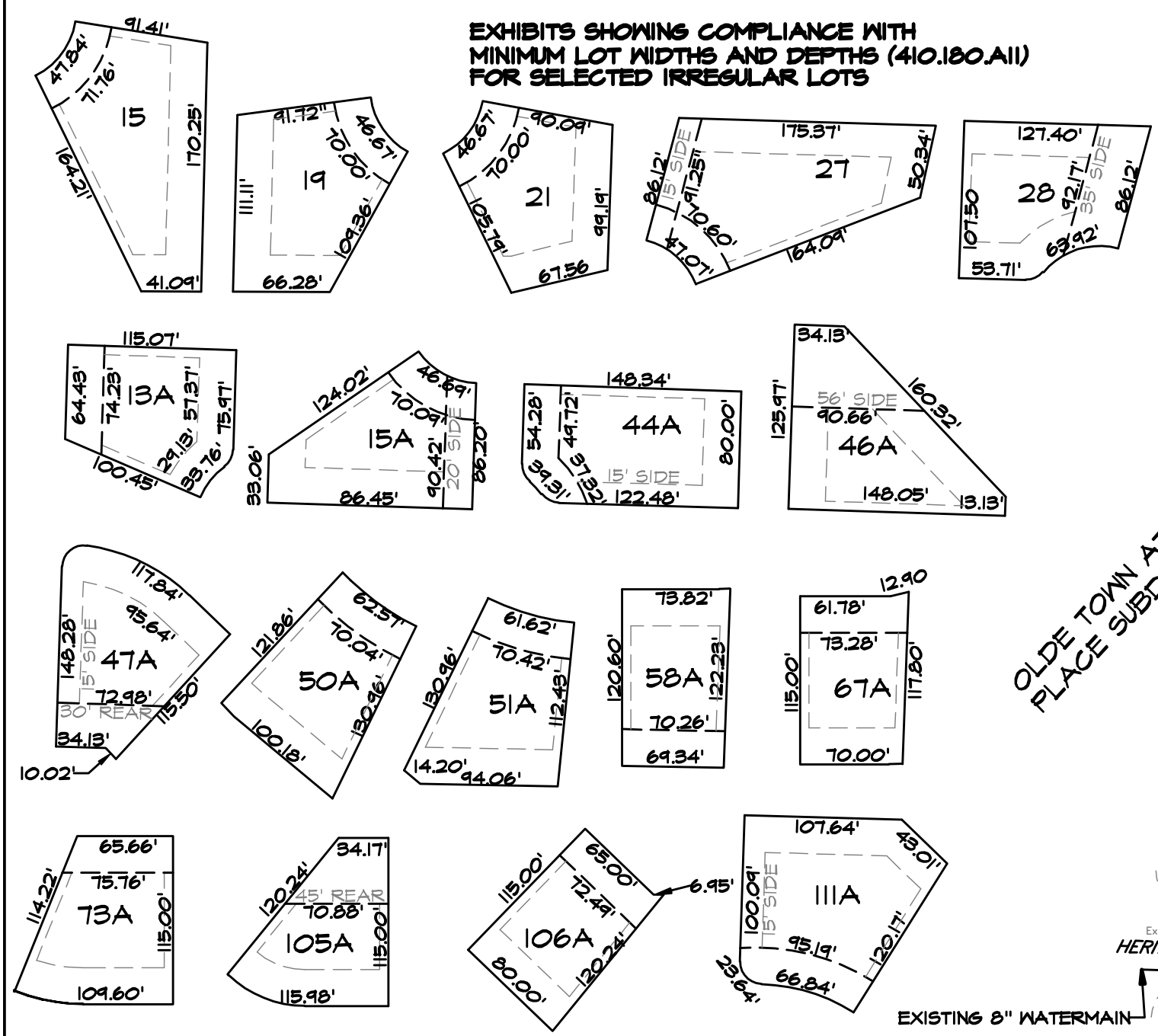
LOCATION MAP  
TOWNSHIP 28 NORTH, RANGE 23 WEST  
SCALE 1"=200'

**CURRENT ZONING**  
HIGH-DENSITY SINGLE  
FAMILY RESIDENTIAL (RI-H).  
**LOT ANALYSIS:**  
111 LOTS 8,000 SF MINIMUM  
28 LOTS 1,000 SF MINIMUM  
GROSS AREA: 47.44 ACRES  
GROSS DENSITY: 2.93 DU / ACRE

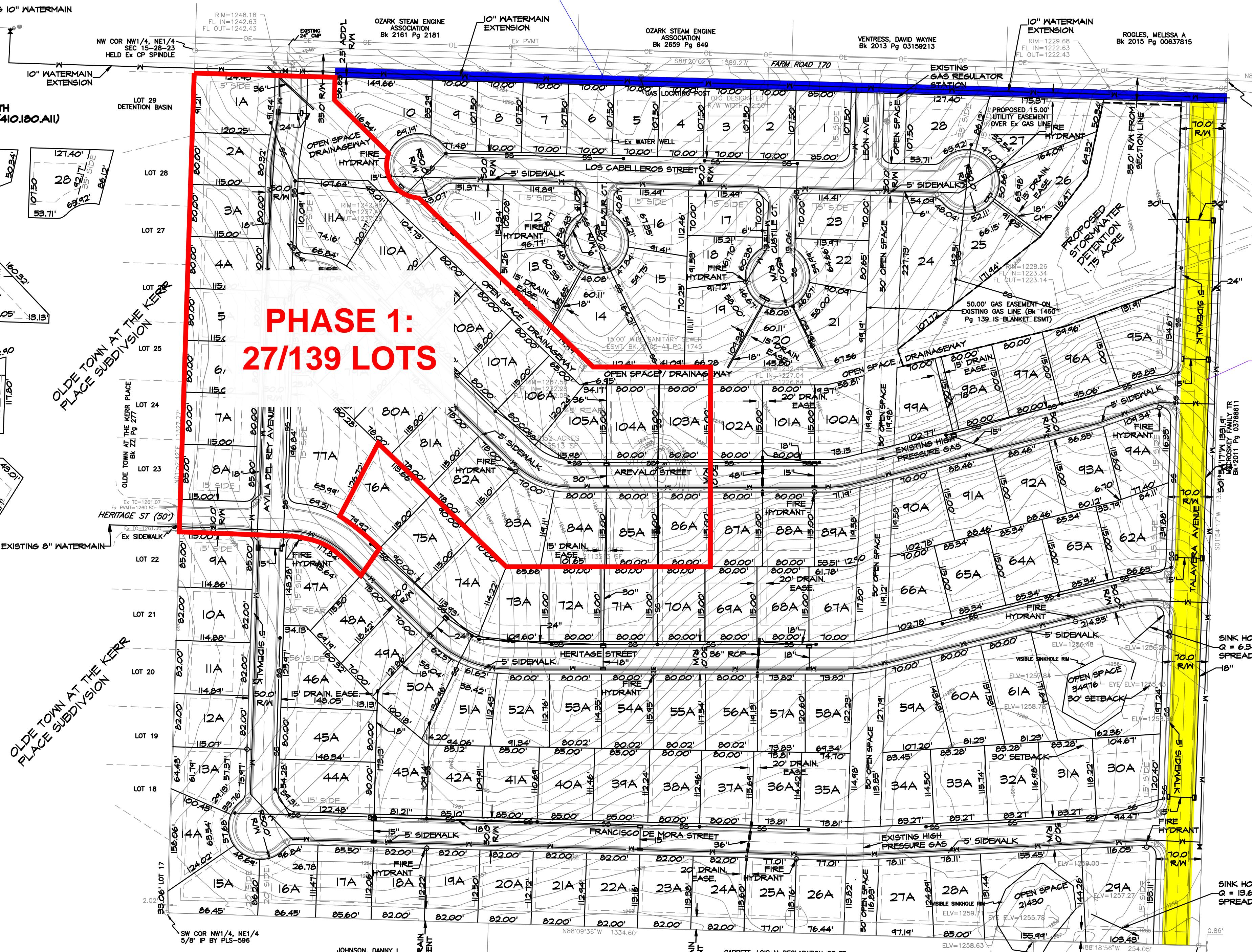
1370 LINEAR FEET  
10" WATERMAIN TO  
BE SECURED

1300 LINEAR FEET  
COLLECTOR  
STREET TO BE  
SECURED

EXHIBITS SHOWING COMPLIANCE WITH  
MINIMUM LOT WIDTHS AND DEPTHS (410.180.A11)  
FOR SELECTED IRREGULAR LOTS



**PHASE 1:  
27/139 LOTS**



**DESCRIPTION OF DEVELOPMENT:**  
TRACT A:  
THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID NE1/4; THENCE N88°20'02"W, ALONG THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 160.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF TRACT 2 AS DESCRIBED IN BOOK 2004 AT PAGE 057458-04 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N88°20'02"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 920.55 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE S01°54'17"W, A DISTANCE OF 1331.90 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF SAID NE1/4 OF THE NE1/4; THENCE N88°18'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 254.05 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID NE1/4; THENCE N88°09'36"W, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NE1/4, A DISTANCE OF 1334.60 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NW1/4 OF THE NE1/4; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OLDE TOWN AT THE KERR PLACE; THENCE S88°20'02"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE NE1/4 AND THE NORTH LINE OF SAID NE1/4 OF THE NE1/4, A DISTANCE OF 1589.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 48.5185 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

LOT AREA TABLE

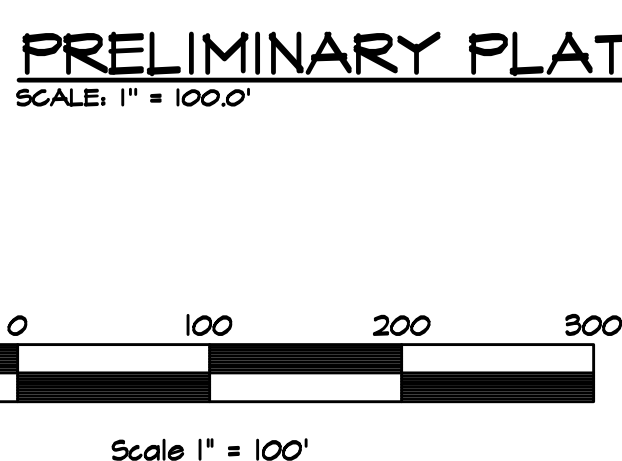
LOT #	AREA (SQ FT)	LOT #	AREA (SQ FT)
1A	4000	51A	4000
2A	4000	52A	4000
3A	4000	53A	4000
4A	4000	54A	4000
5A	4000	55A	4000
6A	4000	56A	4000
7A	4000	57A	4000
8A	4000	58A	4000
9A	4000	59A	4000
10A	4000	60A	4000
11A	4000	61A	4000
12A	4000	62A	4000
13A	4000	63A	4000
14A	4000	64A	4000
15A	4000	65A	4000
16A	4000	66A	4000
17A	4000	67A	4000
18A	4000	68A	4000
19A	4000	69A	4000
20A	4000	70A	4000
21A	4000	71A	4000
22A	4000	72A	4000
23A	4000	73A	4000
24A	4000	74A	4000
25A	4000	75A	4000
26A	4000	76A	4000
27A	4000	77A	4000
28A	4000	78A	4000
29A	4000	79A	4000
30A	4000	80A	4000
31A	4000	81A	4000
32A	4000	82A	4000
33A	4000	83A	4000
34A	4000	84A	4000
35A	4000	85A	4000
36A	4000	86A	4000
37A	4000	87A	4000
38A	4000	88A	4000
39A	4000	89A	4000
40A	4000	90A	4000
41A	4000	91A	4000
42A	4000	92A	4000
43A	4000	93A	4000
44A	4000	94A	4000
45A	4000	95A	4000
46A	4000	96A	4000
47A	4000	97A	4000
48A	4000	98A	4000
49A	4000	99A	4000
50A	4000	100A	4000
51A	4000	101A	4000
52A	4000	102A	4000
53A	4000	103A	4000
54A	4000	104A	4000
55A	4000	105A	4000
56A	4000	106A	4000

**CONSTRUCTION / PLATTING PHASING NOTE:**  
THE DEVELOPER REQUESTS THAT FLEXIBLE MULTI-PHASING OF THE DEVELOPMENT BE ALLOWED. FLEXIBLE MULTI-PHASING WOULD ALLOW THE RATE OF DEVELOPMENT TO RESPOND TO MARKET CONDITIONS. TO ACCOMPLISH THIS, THE DEVELOPER REQUESTS THAT THE SCOPE OF EACH PHASE BE SUBJECT TO THE REVIEW AND APPROVAL OF CITY STAFF AT THE BEGINNING OF THE INFRASTRUCTURE PLAN REVIEW. THIS METHOD WILL INSURE THAT THE INFRASTRUCTURE REQUIRED TO SUPPORT EACH PHASE OF THE DEVELOPMENT WILL BE CONSTRUCTED IN A LOGICAL SEQUENCE.

**OPEN SPACE OWNERSHIP/MAINTENANCE NOTE:**  
ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY A DULY AUTHORIZED HOME OWNERS' ASSOCIATION. SAID ASSOCIATION SHALL BE ESTABLISHED IN CONJUNCTION WITH THE PLATTING OF THE FIRST PHASE.

**SETBACK NOTE:**  
FRONT YARD SETBACK: 25 FEET  
SIDEYARD SETBACK: 6 FEET  
REAR YARD SETBACK: 25 FEET  
SIDE YARD AT INTERSECTION: 15 FEET  
UNLESS NOTED OTHERWISE.

**BLOCK NOTE:**  
AREVALO STREET BLOCK LENGTH: 1306 LF  
HERITAGE STREET BLOCK LENGTH: 1472 LF  
FRANCISCO DE MORA STREET BLOCK LENGTH: 1408 LF



**CONTOUR NOTE:**  
EXISTING CONTOURS ARE 1' INTERVALS.

**WATERMAIN NOTE:**  
ALL WATERMAINS ARE 8" IN DIAMETER, UNLESS NOTED OTHERWISE.

**SANITARY SEWER NOTE:**  
ALL SANITARY SEWER PIPING SHOWN IS 8" IN DIAMETER. ALL MANHOLES ARE STANDARD 4' DIAMETER.

**STREET WIDTH NOTE:**  
STREET WIDTHS MEASURED FROM BACK OF CURB TO BACK OF CURB ARE AS FOLLOWS:  
MEADOW STREET: 52 FEET  
HERITAGE STREET: 52 FEET  
STONE STREET: 52 FEET  
LEGEND STREET: 52 FEET  
AVILA AVE: 52 FEET  
LEXINGTON AVE: 52 FEET  
FRANKLIN AVE: 52 FEET  
CUL-DE-SAC: 80 FEET DIAMETER

SINK HOLE RUNOFF DISCHARGE  
Q = 6.34 CFS, DEPTH = 0.14'  
SPREAD = 25.5', SLOPE = 4.47%

SINK HOLE RUNOFF DISCHARGE  
Q = 6.34 CFS, DEPTH = 0.14'  
SPREAD = 24.5', SLOPE = 6.52%

**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'

**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

Vandersluis Engineering Inc.  
P.O. Box 10565  
Springfield, MO 65808  
Phone: 417-869-4141

MO. CERT OF AUTHORITY: E-1536-D

**AVILA**  
A RESIDENTIAL SUBDIVISION  
PRELIMINARY PLAT

SURVEY BY: MACKAY  
DESIGN BY: RGH  
SCALE: NOTED  
SHEET 1 OF 1 SHEETS

PROJ. # 17-052  
DATE: 01/18/19  
DRAWN BY: RGH  
CHECKED BY: RGH  
HOR. DATE: P. PLAT  
FILE NO.

03/26/19



## **AGENDA ITEM ANALYSIS**

Project/Issue Name: 20-24 An Ordinance of the City Council of the City of Republic, Missouri, Amending the Municipal Code of the City of Republic, Missouri, by Amending Title I, "Government Code," Chapter 130, "Municipal Court," Article I, "General Provisions," Regarding the Term of Office for Municipal Judges

Submitted By: Scott Ison, City Attorney

Date: June 2, 2020

### **Issue Statement**

Consideration of an Ordinance amending Section 130.040 to reflect the changes in the City's Charter and to change the time to appoint Municipal Judges.

### **Discussion and/or Analysis**

On April 2, 2019, the voters of the City voted to amend the Charter of the City. One of the amendments was to change the term of the Mayor and Council Members to four-year terms. This proposed Ordinance changes the wording to clarify the two-year appointments will still occur every two-years in even-numbered years when a newly elected Mayor or Council or both are sworn into office.

This proposed Ordinance also changes the time for the Mayor to appoint Municipal Judges and for Council to provide their advice and consent. Under the current Ordinance, the Mayor had to appoint Municipal Judges at the first meeting after the Mayor was sworn into office. This proposed Ordinance allows the Mayor up to 90 calendar days after they are sworn into office before they must appoint Municipal Judges.

### **Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI, BY AMENDING TITLE I, "GOVERNMENT CODE," CHAPTER 130, "MUNICIPAL COURT," ARTICLE I, "GENERAL PROVISIONS," REGARDING THE TERM OF OFFICE FOR MUNICIPAL JUDGES**

*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 April 2, 2019, the voters of the City voted to amend the Charter of the City; and

*WHEREAS*, the amendments to the Charter included changing the term of the Mayor and Council and the timing of elections in the City; and

*WHEREAS*, the Council deems it necessary to amend Chapter 130 to reflect the Charter changes as voted on and adopted by the Citizens and to provide greater time a newly elected Mayor has to appoint and Council to provide advice and consent of Municipal Judges.

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

Section 1. Title I, "Government Code," Chapter 130, "Municipal Court," Article I, "General Provisions," is hereby amended by amending Section 130.040, "Term of Office," to read as follows:

Section 130.040 Term of Office.

The Municipal Judge or Judges shall be appointed for two-year terms **within 90 calendar days at the first meeting** after the newly elected Mayor ~~and~~ **or** Council ~~or both~~ are sworn into office in even-numbered years and in each even-numbered year thereafter. The term of the Municipal Judge shall be two (2) years or until a successor is appointed, and if the appointment was made for less than two (2) years then until the unexpired portion of the two-year term is completed. If for any reason the Municipal Judge vacates his/her office during his/her term, a successor shall be selected to complete the term of office. The selection shall be made in accordance with the provisions of Section 130.030 of this Chapter.

EXPLANATION – Matter in **bold-face** type in the above is added language. Matter in ~~striketrough~~ in the above is deleted.

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

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



BILL NO. 20-24

ORDINANCE NO. 20-

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


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

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

\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.05.27 13:22:22  
-05'00' \_\_\_\_\_, Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



### AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-16 A Resolution of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter Into an Agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2020-2021.

Submitted By: Debbie Parks

Date: 6/2/2020

#### Issue Statement

Authorization for City Administrator, David Cameron to enter into an agreement with Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2020-2021.

#### Discussion and/or Analysis

The City of Republic currently utilizes Midwest Public Risk (MPR) for its insurance needs. MPR is not an insurance company in the traditional definition, but rather a State authorized insurance pool for municipalities. The City of Republic is not required to obtain bids to utilize the services of MPR. The City received the invoice for continued service, and it included a rate increase for the renewal term. The increase is \$16,698.06 or 7% over the 2019/2020 rates. The City saw a 350% increase in its loss ratio over the past three years. The City resolved an open claim in the FY2018 budget year.

In addition, the insured property value and payroll increased between the prior year policy and the renewal year. The comparison is below.

Comparison 2019/2020 to 2020/2021 Policy Years Insured Value					
Property Premium	2019/2020		2020/2021		
	Insured Values	Member Contribution	Insured Values	Member Contribution	
Buildings	\$ 45,234,775.00	\$ 87,758.22	\$ 45,439,671.48	\$ 93,991.41	
Contents	\$ 3,322,140.00	\$ 6,445.15	\$ 3,322,140.00	\$ 6,871.81	
Electornics-EDP	\$ 630,627.91	\$ 1,223.46	\$ 630,627.91	\$ 1,304.45	
Vehicles-APD	\$ 5,536,969.90	\$ 10,742.06	\$ 5,755,555.70	\$ 11,905.30	
Equipment -Inland Ma	\$ 2,376,940.60	\$ 46,111.41	\$ 2,437,420.60	\$ 5,041.78	
Other Property	\$ 1,517,930.00	\$ 2,944.88	\$ 1,517,930.00	\$ 3,139.82	
<b>Total - Property</b>	<b>\$ 58,619,383.21</b>	<b>\$ 113,725.18</b>	<b>\$ 59,103,345.69</b>	<b>\$ 122,254.57</b>	
<b>Liability Premium</b>					
<b>Total Payroll</b>	<b>\$ 5,445,863.00</b>	<b>\$ 108,915.54</b>	<b>\$ 5,933,269.91</b>	<b>\$ 117,084.21</b>	



The City participates in the MPR Loss Control Recognition Program where 2% is returned to the City at plan year if all program benchmarks are met.

MPR also has a Loss Control Credit account where the City can be reimbursed for items and activities that reduce the property and liability exposure. The available amount is 3% of the City’s premium each plan year.

MPR has a clause that requires a 90-day notice of intent to withdraw or be charged a 25% fee on the total premium amount. This notice would have to be approved by Council before going out to bid with other insurance companies.

City staff is recommending staying with MPR for one more year.

The 4-year comparison of premiums for plan coverage is below:

Midwest Public Risk			
2017/2018 Premium	2018/2019 Premium	2019/2020 Premium	2020/2021
\$190,342.61	\$218,275.20	\$222,640.72	\$239,338.78

The invoice with a property and liability contributions detail is included in this Exhibit.

**Recommended Action**

City Staff recommends City Council approve Midwest Public Risk as the property and liability insurance provider for 2020-2021.

RESOLUTION NO. 20-R-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MIDWEST PUBLIC RISK FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2020-2021**

*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 has the authority to provide property and casualty insurance for the City; and

*WHEREAS*, the City has accepted the proposal from Midwest Public Risk for Property and Liability Insurance for Fiscal Year 2020-2021, as the City’s property and casualty insurance carrier; and

*WHEREAS*, both parties have agreed on the premiums, deductibles, and the coverage; and

*WHEREAS*, the City Council finds that it is in the best interest of the City to renew the City’s property and casualty insurance policy through Midwest Public Risk.

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

Section 1. The Council hereby authorizes the City Administrator to enter into an agreement with Midwest Public Risk in the amount of \$239,338.78 to provide the 2020-2021 Property and Liability Insurance coverage for the City of Republic.

Section 2. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.

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

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

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 2<sup>nd</sup> day of June 2020.

\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

RESOLUTION NO. 20-R-16

RESOLUTION NO. 20-R-16

Approved as to Form:  Digitally signed by Scott Ison  
Date: 2020.05.27 13:41:35  
-05'00', Scott Ison, City Attorney

Final Passage and Vote: \_\_\_\_\_



Midwest Public Risk  
 19400 E Valley View Parkway  
 Independence, MO 64055  
 816.292.7500  
 www.mprisk.org

Invoice No.  
 Invoice Date:  
 Due Date:

PL20200508.63  
 5/8/2020  
 June 30, 2020

Item 9.

Meghin Cook  
 City of Republic  
 213 N. Main St.  
 Republic, MO 65738

**FY 20-21 PROPERTY AND LIABILITY CONTRIBUTIONS**

**Effective Date 7/1/2020**  
**Expiration Date 7/1/2021**

City of Republic (MPR 140)

FY 20-21 Contributions Summary (detail on next page)	
Property Contributions	\$122,254.57
Liability Contributions	\$117,084.21
<b>Total Property and Liability Contributions</b>	<b>\$239,338.78</b>

**Note:** Property pricing was determined using property values as of May 5, 2020

For ACH PAYMENTS:  
 Bank: Security Bank of Kansas City  
 Routing Number: 101000925  
 Account Number: 110102302540  
 Send remittance email notification to:  
[acctrec@mprisk.org](mailto:acctrec@mprisk.org)

For Check payments -- Remit to  
 Midwest Public Risk of Missouri  
 19400 E Valley View Parkway  
 Independence, MO 64055

**QUESTIONS:**

- Payment Questions: Contact Megan Richardson at 816-292-7572 or [megan@mprisk.org](mailto:megan@mprisk.org)
- Exposure Data Questions: Contact Tami Love at 816-292-7525 or [tlove@mprisk.org](mailto:tlove@mprisk.org)



FY 20-21 Property and Liability Contributions Detail  
City of Republic (MPR 140)

FY 20-21 Property Contributions Detail		
Property Description	Total Insured Values	Member Contribution
Buildings	\$45,439,671.48	\$93,991.41
Contents	\$3,322,140.00	\$6,871.81
Electronics-EDP	\$630,627.91	\$1,304.45
Vehicles-APD	\$5,755,555.70	\$11,905.30
Boats	\$ 0.00	\$ 0.00
Equipment - Inland Marine	\$2,437,420.60	\$5,041.78
Other Property	\$1,517,930.00	\$3,139.82
Power Plant	\$ 0.00	\$ 0.00
<b>Total - Property</b>	<b>\$59,103,345.69</b>	<b>\$122,254.57</b>

FY 20-21 Liability Contributions Detail		
Coverage Description	Liability Payroll	Member Contributions
Total Payroll	\$5,933,269.91	
<b>Total – Liability</b>		<b>\$117,084.21</b>
<b>Total Property and Liability Contributions</b>		<b>\$239,338.78</b>



## AGENDA ITEM ANALYSIS

Project/Issue Name: 20-R-17 A Resolution of the City Council of the City of Republic, Missouri, Authorizing a Special Fireworks Display Permit to South Creek Church.

Submitted By: Duane Compton, Fire Chief

Date: 6/2/20

### Issue Statement

South Creek Church is requesting a Special Event Permit for the display of aerial fireworks at the Sean Greves property located at 5274 West Farm Road 148 on June 28, 2020.

### Discussion and/or Analysis

The South Creek Church has requested to discharge aerial fireworks at the Sean Greves residence located at 5274 West Farm Road 148 in the City of Republic. Mr. Greves is planning on having members of his Church at his house on June 28, 2020 for the display along with his neighbors. City Ordinance 205.070 of the City of Republic Municipal Code allows groups to have a firework displays outside of the 4<sup>th</sup> of July only by permission of the City Council and the Fire Department if the Council approves the display. The actual City Code is below and reads as follows; *Civil and social organizations desiring to hold aerial fireworks displays on dates other than June thirtieth (30<sup>th</sup>) to July fourth (4<sup>th</sup>), inclusive, shall make application to the City Council at least fourteen (14) days prior to the date any such display is desired to be scheduled. Such application shall set forth the date and times during which such display is desired to be scheduled, the specific reasons as to why the display is to be held, and such other information as the Council may require, including the names and addresses of all persons responsible for conducting such display.*

Because the fireworks are be discharged on a date outside the display window of June 30<sup>th</sup> thru the 4<sup>th</sup> it requires City Council to grant permission to have it within the City Limits for the event. The type of fireworks being displayed are consumer grade Class C (1.4g). There are no national standards governing distances or actual using the product. Common sense, fire safety, and use instructions provided by the product manufacturer are all there for guidance of the display.

### Recommended Action

Duane Compton, Fire Chief, recommends passage and approval of the Special Event Permit for Mr. Greves.



RESOLUTION NO. 20-R-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,  
AUTHORIZING A SPECIAL FIREWORKS DISPLAY PERMIT TO SOUTH CREEK  
CHURCH**

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

*WHEREAS*, Section 205.070 of the Republic Municipal Code requires civic and social organizations that wish to hold fireworks displays on a date other than between June 30<sup>th</sup> and July 4<sup>th</sup> to obtain a permit from the Council; and

*WHEREAS*, once the requirements of Section 205.070 are fulfilled, if the Council believes the fireworks display would constitute a legitimate community event, it has the discretion to issue such a permit.

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

- Section 1. South Creek Church is issued a special fireworks permit to conduct a fireworks display in accordance with Section 205.070 for the event contained and described in the attached Exhibit A, attached hereto and incorporated by reference.
- Section 2. South Creek Church shall comply with all the requirements of Section 205.070 and all other Ordinances, Regulations, and Rules of the City in conducting the activities allowed under this special fireworks permit.
- Section 3. The City Administrator, or designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 4. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5. This Resolution shall take effect after passage as provided by law.

***PASSED AND APPROVED*** at a regular meeting of the City Council of the City of Republic, Missouri, this 2<sup>nd</sup> day of June 2020.

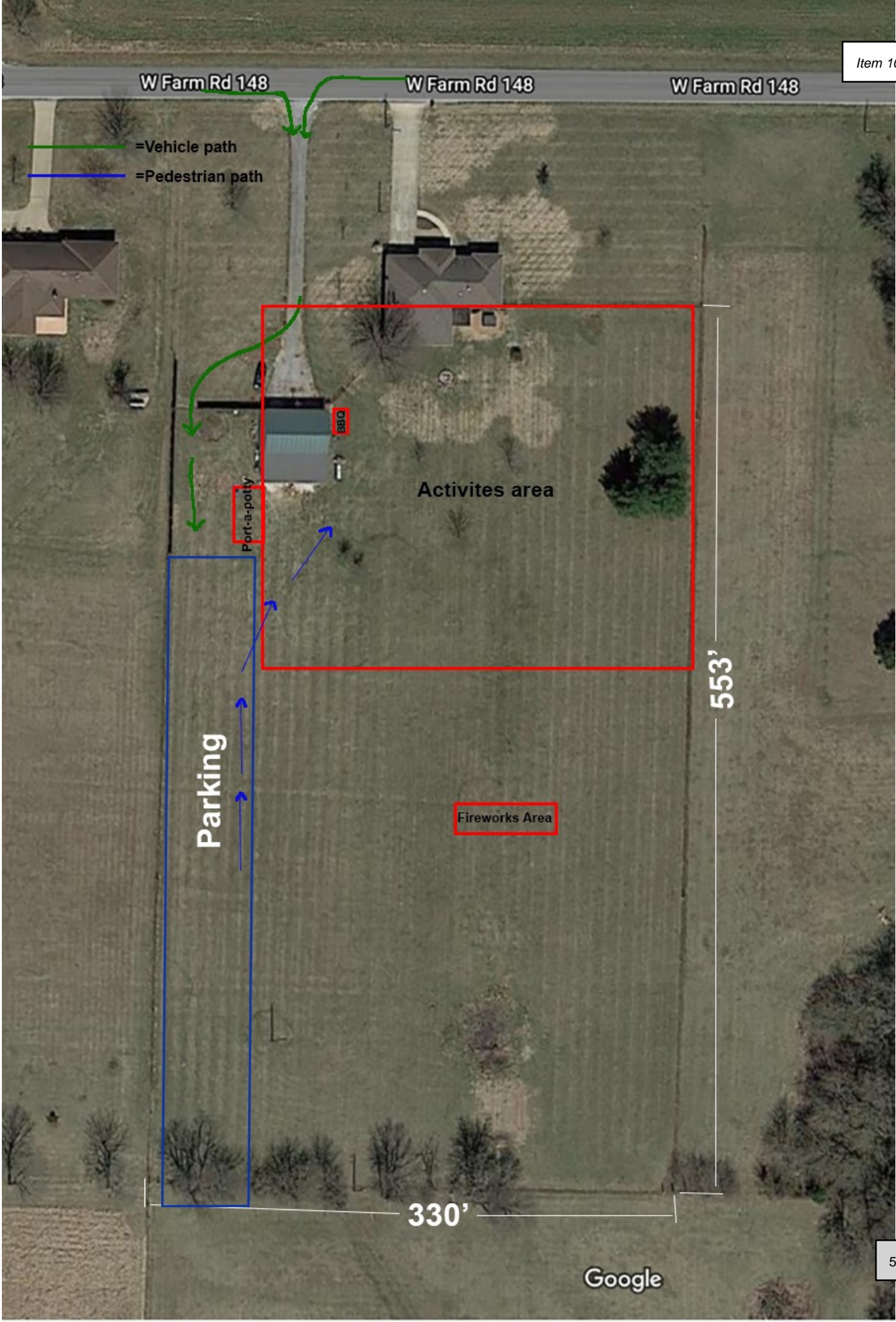
\_\_\_\_\_  
Jeff Ussery, Mayor

Attest:

\_\_\_\_\_  
Laura Burbridge, City Clerk

Approved as to Form:  \_\_\_\_\_, Scott Ison, City Attorney  
Digitally signed by Scott Ison  
Date: 2020.05.27 15:19:32  
-05'00'

Final Passage and Vote: \_\_\_\_\_



## SPECIAL EVENTS PERMIT PROCESS

- Apply no later than thirty (30) days prior to the proposed event. A late fee of \$25.00 may be charged if the application is not timely filed.
- Applications and all related correspondence will be reviewed by the Special Events Committee of the City of Republic.
- Notification will be given within four (4) business days as to whether a permit will be required.
- If determination is made that a permit is required, a planning meeting will be scheduled with the applicant and the Committee to develop a formal plan for the event.
- Applicant may be required to submit additional information for the planning meeting. This will be due five (5) business days prior to the meeting or may be requested to be presented at the scheduled meeting.
- Denial of any special event application will be given in writing.
- Applicant may appeal the denial to the City Administrator within five (5) days following notification of denial.
- The City Administrator shall give written notification of the final decision within seven (7) business days following the appeal.

Please submit the following information for review:

- Completed/signed application
- Completed/signed Waiver of Liability
- Pedestrian traffic access plan
- Vehicular traffic control plan
- Life safety plan
- Street closure request (if applicable-obtained through Public Works)



SPECIAL EVENT PERMIT APPLICATION

TYPE OR PRINT ALL INFORMATION

Form with fields for EVENT: Date(s) Requested: 06/28/2020, Day(s): Mon Tue Wed Thu Fri Sat Sun, Name/Title of Event: South Creek Church Independence Day Love Feast, Location: 5274 W. Farm Road 148 Republic, MO 65802, Description of Event, Admission fee, Set up to start at, Event end time, Person in charge, Home/office phone, Estimated daily attendance, APPLICANT: Organization(s), Contact person, Email, Mailing address, Non-profit org?

Applicant declares all information submitted on this application is true and accurate. Applicant will immediately notify the Planning Department of any additions or changes that arise after application is submitted.

Applicant's Signature: [Handwritten Signature]

Date: 5-4-2020

Planning Department Use Only section with checkboxes for Application conditionally approved pending, Application fully approved, Insurance documents, Fees/deposits, Application denied, reason.

EVENT NAME/TITLE, South Creek Church Independence Day Love Feast

REQUESTED DATE(S), 6/28/2020

Item 10.

EVENT ELEMENTS: Indicate with Y/N in the left column, whether your event will include any of the following elements

YES/ NO	TYPE OF ACTIVITY	CITY DEPT	YES/ NO	TYPE OF ACTIVITY	CITY DEPT
No	Alcohol <input type="checkbox"/> beer <input type="checkbox"/> wine <input type="checkbox"/> spirits/mixed drinks		No	Live Animals	
No	Special Lighting		No	Shuttle bus/mass transportation	
<del>No</del> Yes	Amplified music/sound		No	Parade on city streets/in public right-of-way	
Yes	Barbecue/open flame		No	Casino games/bingo/drawing/lottery	
No	Car show		No	Food/beverage preparation/service/vendors	
No	Carnival (attach detailed description)		No	Retail sales booth(s)	
No	Circus (attach detailed description)		No	Trade/craft show	
No	Live performance/concert (attach details)		No	Tents/canopies (attach details-quantities&size)	
No	Public Dance		No	Scaffolding/temporary structures (e.g.,stage)	
No	Use of venue dumpsters/trash receptacles		No	Private security	
No	Dunk tank		No	Posting of signs/promotional banners/etc.	
No	Electrical generators		No	Skydivers/hot air balloons/aerial activities	
No	Exclusive use of city parking lot (attach details)		No	Solicitation of funds	
No	Fencing		No	Street closures (attach details & maps)	
Yes	Fireworks/pyrotechnics/lasers/rockets/etc.		No	Race: Type _____.	
Yes	Portable restrooms		No	Media coverage	
No	Vehicles driven/parked in parks			Other: _____.	
Yes	Inflatables (jumps, etc.)			Other: _____.	

CITY SERVICES REQUESTED/REQUIRED: Indicate with Y/N in the left column, whether you require/request any of the following city services. Note: Fees may be charged for city services.

YES/ NO	TYPE OF SERVICE	CITY DEPT	YES/ NO	TYPE OF SERVICE	CITY DEPT
N	Electrical hookup to City/venue power sources		N	First aid on-site	
N	Additional trash services/receptacles		N	Special park maintenance svcs (see details)	
N	Street sweeping			Other: _____.	
N	Use of City park/recreation field/shelter/building			Other: _____.	
N	Traffic control by Police			Other: _____.	
N	Crowd control/security by Police			Other: _____.	

DEPARTMENT KEY:

- |              |                    |                   |                  |
|--------------|--------------------|-------------------|------------------|
| 1 PARKS      | 5 PW STREET        | 9 EMERGENCY MGMNT | 13 FINANCE       |
| 2 RECREATION | 6 PW WATER         | 10 PLANNING       | 14 OTHER: _____. |
| 3 POLICE     | 7 PW WASTEWATER    | 11 BUILDING       |                  |
| 4 FIRE       | 8 RECYCLING CENTER | 12 ANIMAL CONTROL |                  |

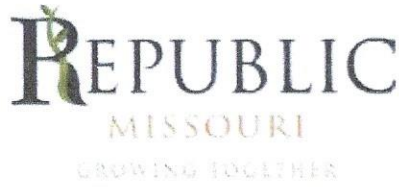
Applicant declares all information submitted on this application is true and accurate. Applicant will immediately notify the Planning Department of any additions or changes that arise after application is submitted. Changes could result in denial or revocation of permit. On behalf of the above organization(s), and all members thereof, applicant agrees to abide by all policies, procedures, and instructions set forth or provided by the City of Republic, its staff, officers, and designated agents; and will also comply with all relevant local, state and federal regulations.

Rev. John R.  
Applicant's Signature

5-4-2020  
Date

Return completed Special Event Application form, plus any additional attachments and information to:

City of Republic, Planning & Development Department • 204 N. Main Street, Republic, MO 65738 • Tel: 417-732-3150 Fax: 417-732-3199  
Forms must be submitted at least 30 days prior to event start date. Incomplete forms will not be processed.



GROUP/ORGANIZATION  
WAIVER AND RELEASE OF LIABILITY

ORGANIZATION/GROUP NAME: South Creek Church

EVENT NAME: South Creek Church Independence Day Love Feast

EVENT DATE: 06/28/2020

ON BEHALF OF THE ABOVE ORGANIZATION/GROUP, I expressly WAIVE, RELEASE and DISCHARGE the City of Republic, its officers, agents, and employees or any other person from any and all LIABILITY for any death, disability, personal injury, property damage, property theft, or actions, including any alleged or actual negligent act or omissions, regardless of whether such act or omission is active or passive which may accrue to myself or members of my organization/group or our heirs in connection with our participation in the above-described event. I fully understand and acknowledge that the CITY OF REPUBLIC IS relying on my representation that I have authorization to sign this document and that I will provide all members of my group a completed copy of this Waiver prior to our participation.

I expressly INDEMNIFY AND HOLD HARMLESS the City of Republic, its elected and appointed officers, agents and employees from any and all liabilities or claims made by me or my organization/group, my/our heirs, and any other individuals or entities as a result of any of my/our actions in connection with my/our participation in this event except for those claims arising from the sole negligence or sole willful conduct of the City, its officers, employees, volunteers, or other representatives. Such indemnification includes liability settlements, damage awards, costs and attorney fees associated with any such claims.

I hereby certify that I have read this document, understand its content, and am authorized to sign this document on behalf of all members of the group/organization I represent.

DATE: 5-4-2020

SIGNATURE: [Handwritten Signature]

NAME: Rev. Justin Nelson

TITLE: Pastor

ADDRESS: 7276 West F.R. 136  
Sptd. MO 65402

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