



**AMENDED AGENDA**  
**City Council Meeting**  
**Municipal Court Building, 540 Civic Blvd**  
**May 07, 2024 at 6:00 PM**

**Eric Franklin, Mayor**  
Eric Gerke, Ward I  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Justin Neal, Ward IV  
  
Justin Shaw, Ward I  
Darran Campbell, Ward II  
Brian Fields, Ward III  
Daniel Harter, Ward IV

**Call Meeting to Order**

**Opening Prayer**

**Pledge of Allegiance**

**Swearing-In of Elected Official**

**Proclamations**

- [1.](#) Employee Appreciation Week

**Citizen Participation**

**Consent Agenda**

- [2.](#) Approve the April 16, 2024 City Council Minutes.
- [3.](#) Approve the Vendor List.

**Board, Commission, and Committee Schedule**

Planning & Zoning Meeting	May 13, 2024
City Council Meeting	May 21, 2024
City Council Meeting	June 4, 2024
Board of Adjustment Meeting	June 6, 2024

**Old Business and Tabled Items**

- [4.](#) 24-21 An Ordinance of the City Council Amending Title VII (“Utilities”) of the Municipal Code of the City of Republic, Missouri, by Adding New Chapter 720 (“Illicit Discharge Into Municipal Separate Storm Sewer System”).
- [5.](#) 24-22 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.40 Acres of Real Property Located at the 300 Block of West Broad Street, from Medium Density Single-Family Residential (R1-M) to Two- Family Residential (R-2).
- [6.](#) 24-23 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Five Acres of Real Property Located near the 1100 Block of North Main Street, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H).
- [7.](#) 24-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Twenty-Five Acres of Real Property Located near the 1100 Block of North Main Street, from Agricultural (AG) to High Density Single-Family Residential (R1-H).

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk’s Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

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

- [8.](#) 24-25 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), by Adding New Section 115.070 (“Consent Agenda”).
- [9.](#) 24-26 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”), of the Municipal Code of the City of Republic, Missouri.
- [10.](#) 24-27 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 205 (“Fire Prevention And Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri.
- [11.](#) 24-28 An Ordinance of the City Council Approving the Final Plat of Olde Savannah Phase 3C Subdivision.
- [12.](#) 24-29 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), of the Municipal Code of the City of Republic, Missouri.

## **Other Business (Resolutions)**

- [13.](#) 24-R-20 A Resolution of the City Council Authorizing the Builds Department to Purchase Itron, Inc. Radio Endpoints for Residential and Commercial Water Meters from United Systems & Software.
- [14.](#) 24-R-21 A Resolution of the City Council Awarding the Bid for Water Main Materials for Iron Grain District Phase 2 to Springfield Winwater Works.
- [15.](#) 24-R-22 A Resolution of the City Council Authorizing Execution of a Memorandum of Understanding with the Republic R-III School District for the City’s Use of a District Bus to Accommodate Parks and Recreation Summer Events and Programs.
- [16.](#) Discussion on Proposed Garage Sale Ordinance-Council Member Updike.
- [17.](#) Discussion on Engaged Neighbor Program Results-David Burton.

## **Finance Report**

### **Reports from Staff**

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

1. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed Session. Closed Vote. Closed Record.

## **Adjournment**



## 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, Eric Franklin, Mayor of the City of Republic, Missouri, do hereby proclaim the week of May 6-10, 2024, 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 7th day of May, A.D. 2024.

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Eric Franklin, Mayor



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

- Eric Franklin, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Justin Shaw, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Daniel Harter, Ward IV

**Call Meeting to Order**

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

**Opening Prayer**

Opening prayer was led by Council Member Eric Franklin.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mayor Matt Russell.

**Citizen Participation**

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

Kathy West, 109 N. Maplewood Ave., spoke against items 13 and 14, citing traffic issues.

Elaine Garton, 6545 W. Farm Road 140, spoke about the house across her street with 2 equine in less than 1/3 acre, citing odor and fly issues.

Jeannie Harmon, 541 Cox Ave, spoke regarding a trailer parked in front of her house over the past 14 months, only being moved 1 day/week.

Mayor Russell closed citizen participation at 6:13 p.m.

**Consent Agenda**

Motion was made by Council Member Updike and seconded by Council Member Fields to approve the consent agenda. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve the April 2, 2024 City Council Minutes.
2. Approve the Vendor List.

**Board, Commission, and Committee Schedule**

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



## Old Business and Tabled Items

3. **24-14 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Department of Labor for Establishment of an Employee Apprenticeship Program.**

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the second reading of Bill 24-14 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Duane Compton was available for any questions from the Council. Council Member Fields motioned for the passage of Bill 24-14. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

4. **24-15 An Ordinance of the City Council Amending Title VII (“Utilities”), Chapter 715 (“Sewers And Sewage Disposal”), Article 715-II (“Use Of The Publicly-Owned Treatment Works”), Section 715.130 (“Connection to the Publicly Owned Treatment Works”) of the Municipal Code of the City of Republic, Missouri.**

Motion was made by Council Member Franklin and seconded by Council Member Fields to have the second reading of Bill 24-15 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. David Cameron was available for any questions from the Council. Council Member Wilson motioned for the passage of Bill 24-15. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

5. **24-16 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 24-16 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions from the Council. Council Member Updike motioned for the passage of Bill 24-16. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

6. **24-17 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Missouri Highways and Transportation Commission and Drury Properties Inc. for Right of Way Access and Other Related Obligations as part of the New Republic Intermediate School Project.**

Motion was made by Council Member Fields and seconded by Council Member Gerke to have the second reading of Bill 24-17 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions from the Council. Council Member Wilson motioned for the passage of Bill 24-17. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

7. **24-18 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Springfield Evergreen Holdings, LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.**

Motion was made by Council Member Updike and seconded by Council Member Wilson to have the second reading of Bill 24-18 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions from the Council. Council Member Updike motioned for the passage of Bill 24-18. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

**8. 24-19 An Ordinance of the City Council Authorizing the Mayor to Execute an Intergovernmental Agreement with the Republic R-III School District and Great Escape Beer Works LLC for Installation and Maintenance of Sewer Infrastructure to Service the New Republic Intermediate School Project.**

Motion was made by Council Member Updike and seconded by Council Member Wilson to have the second reading of Bill 24-19 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available for any questions from the Council. Council Member Updike motioned for the passage of Bill 24-19. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

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

Motion was made by Council Member Neal and seconded by Council Member Updike to have the second reading of Bill 24-20 by title only. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. David Cameron was available for any questions from the Council.

Council Member Neal motioned to amend Bill 24-20 by striking out 'five hundred dollars (500.00)' in Section 1, under 'Mayor — Compensation,' and inserting in its place 'two hundred dollars (\$200.00)'; and by striking out 'two hundred fifty dollars (\$250.00)' in Section 1, under 'City Council — Compensation,' and inserting 'one hundred dollars (\$100.00)' in its place. There was no second. Motion Failed.

Council Member Franklin motioned to amend Bill 24-20 by striking out the phrase 'for each regular or special meeting he or she attends while in office, payable on a monthly basis' in Section 1, under 'Mayor — Compensation,' and inserting in its place 'per month, during the Mayor’s tenure in office'; and by Striking out the phrase 'for each regular or special meeting he or she attends while in office, payable on a monthly basis' in Section 1, under 'City Council — Compensation,' and inserting in its place 'per month, during the Councilmember’s tenure in office'. There was no second. Motion Failed.

Council Member Franklin motioned for the passage of Bill 24-20. Council Member Wilson seconded. A roll call vote was taken digitally. The vote was 2 Aye-Wilson and Neal. 5 Nay-Fields, Franklin, Gerke, Gerlek, and Updike. Motion Failed.

**Other Business (Resolutions)**

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

Motion was made by Council Member Updike and seconded by Council Member Franklin to take up Resolution 24-R-16. Laura Burbridge presented the Resolution and answered questions of

Council. The vote was 7 Aye-Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

Mayor Russell shared his final remarks as Mayor. City Administrator David Cameron presented Mayor Russell with a recognition plaque. Mayor Russell presented Council Member Gerlek with a recognition plaque.

### Swearing in of Elected Officials

City Clerk Laura Burbridge swore in the newly elected officials.

### Election of Mayor Pro Tem

Mayor Franklin requested a motion to elect a Mayor Pro Tem. Council Member Wilson motioned to nominate Council Member Gerke. Council Member Neal seconded. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

### New Business (First Reading of Ordinances)

**11.24-21 An Ordinance of the City Council Amending Title VII (“Utilities”) of the Municipal Code of the City of Republic, Missouri, by Adding New Chapter 720 (“Illicit Discharge Into Municipal Separate Storm Sewer System”).**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the first reading of Bill 24-21 by title only. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Angel Falig gave an overview of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**12.24-22 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.40 Acres of Real Property Located at the 300 Block of West Broad Street, from Medium Density Single-Family Residential (R1-M) to Two- Family Residential (R-2).**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 24-22 by title only. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz gave an overview of the bill. April Swanson, 923 E. Harrison St., spoke in favor of the bill. Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**13.24-23 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Five Acres of Real Property Located near the 1100 Block of North Main Street, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H).**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the first reading of Bill 24-23 by title only. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill.

Jodi Goodson, 117 W. Wilson St., spoke against the bill citing stormwater issues and traffic concerns.

Alma Shores, 105 W. Wilson St., spoke against the bill noting they are collecting petitions and citing traffic concerns.

Heather Calhoun, 109 W. Wilson St., spoke against the bill citing traffic concerns and reported she has called MoDOT with the concerns as well.

Mark Stiles, 207 E. Wilson St., spoke against the bill noting there are 3100 cars per day according to MoDOT's 2023 data. Mr. Stiles also cited concerns of the lack of sidewalks on Main St.

Chris Wynn with CJW Transportation, 5051 S. National St. Suite 7A, spoke in favor of the bill representing the developer.

Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**14.24-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Twenty-Five Acres of Real Property Located near the 1100 Block of North Main Street, from Agricultural (AG) to High Density Single-Family Residential (R1-H).**

Motion was made by Council Member Updike and seconded by Council Member Fields to have the first reading of Bill 24-24 by title only. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill.

Jodi Goodson, 117 W. Wilson St., spoke against the bill citing concerns about internet service.

Alma Shores, 105 W. Wilson St., spoke against the bill adding concerns about the density in relation to adjacent properties.

Heather Calhoun, 109 W. Wilson St., spoke against the bill with concerns about the nearby sinkhole.

Mark Stiles, 207 E. Wilson St., spoke against the bill encouraging the application of grants to fund the extension of the sidewalk to the neighborhood.

Chris Wynn with CJW Transportation, 5051 S. National St. Suite 7A, spoke in favor of the bill representing the developer, responding to questions and comments of the other speakers.

Mayor Franklin reminded Council this is a first read and to get with staff with questions prior to the next meeting.

**Other Business (Resolutions)**

**15.24-R-17 A Resolution of the City Council Authorizing Execution of a Public Donation Agreement with the Republic Historical Society, Inc. for the Donation of Certain Real Property Located Near 217, 221 and 225 North Main Avenue to Serve as the Site for a Future Historical Museum.**

Motion was made by Council Member Updike and seconded by Council Member Fields to take up Resolution 24-R-17. David Cameron presented the Resolution and answered questions of Council. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

**16.24-R-18 A Resolution of the City Council Authorizing the BUILDS Department to Apply for the Multi-Modal Project Discretionary Grant Program (MPDG) in Partnership with the Ozarks Transportation Organization and the Missouri Department of Transportation for the Highway MM Expansion Project.**

Motion was made by Council Member Wilson and seconded by Council Member Fields to take up Resolution 24-R-18. Chris Tabor presented the Resolution and answered questions of Council. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.



**17.24-R-19 A Resolution of the City Council Authorizing the City Administrator to Negotiate an Agreement with Olsson, Inc. to Provide Engineering Design Services for Improvements to the Hines Street and ZZ Highway Intersection.**

Motion was made by Council Member Updike and seconded by Council Member Fields to take up Resolution 24-R-19. Stefani Fitzpatrick-Duncan presented the Resolution and answered questions of Council. The vote was 7 Aye-Fields, Gerke, Harter, Neal, Shaw, Updike, and Wilson. 0 Nay. Motion Carried.

**Reports from Staff**

City Administrator David Cameron welcomed everyone, welcoming Council Member Harter back and Council Member Shaw as a new Council Member. Mr. Cameron encouraged everyone to attend the elected officials training hosted by Lauber on May 17th. Mr. Cameron also reported we will have a Council Orientation to go over future projects, adding we will have several lunch work sessions in the future to go over a lot of important projects and needs.

City Administrator David Cameron reminded everyone that the Administrator's Report is online and referenced the OTO report funded and unfunded needs list. Opportunity for public comments. Encourage citizens to comment to get the needs known and addressed.

City Administrator David Cameron thanked Angel, Stefani, Chris, Jennafer and all the up and coming leaders. Mr. Cameron added there is great talent in the room and our staff is what makes us go.

Mayor Franklin spoke about the value of obtaining input from citizens, noting he encourages everyone to participate and be involved. Mayor Franklin thanked the citizens for trusting us and congratulated the newly elected members. Mayor Franklin expressed his appreciation for all their work and families' sacrifice. Mayor Franklin thanked staff, noting how well staff answered questions at the Planning and Zoning meeting and he enjoyed the Planning and Zoning 101 at the end of the meeting. Mayor Franklin encouraged staff and Council to vote on the Innovative Award through MML as there was a nomination for Rooting Republic. Mayor Franklin thanked everyone for voting and for attending the meeting.

**Adjournment**

Mayor Franklin adjourned the meeting at 8:06 p.m.

ATTEST:

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

\_\_\_\_\_  
Eric Franklin, Mayor



City of Republic

Item 3.

# Vendor Audit Report

For Date Range 04/01/2024 - 04/30/2024

Vendor	Added	Added User	Deleted	Deleted User
08278 - Blue Sky LLC	04/03/2024	SHERRI WOODS		
08295 - Western Kansas USSSA LLC	04/16/2024	SHERRI WOODS		
28294 - Ashtynn Russell	04/16/2024	SHERRI WOODS		
28297 - Sherri Woods	04/17/2024	SHERRI WOODS		
40001 - Columbia Girls Lacrosse	04/19/2024	SHERRI WOODS		
40002 - Precision Construction & Contracting LLC	04/25/2024	SHERRI WOODS		
40003 - Springfield News-Leader	04/25/2024	SHERRI WOODS		
40004 - David R Gamache, Gamache & Myers, PC	04/25/2024	SHERRI WOODS		
8279 - Kevin W Lanter	04/11/2024	SHERRI WOODS	04/11/2024	SHERRI WOODS
8280 - Conner Schlegel	04/11/2024	SHERRI WOODS		
8281 - Daniel Smith Campbell II	04/11/2024	SHERRI WOODS		
8283 - Carla Gautney	04/11/2024	SHERRI WOODS		
8284 - Jodi Cargile	04/11/2024	SHERRI WOODS		
8285 - Payton Bettinger	04/11/2024	SHERRI WOODS		
8286 - Lyle G Miller	04/11/2024	SHERRI WOODS		
8287 - John Blake Miller	04/11/2024	SHERRI WOODS		
8288 - Brad Hayter	04/11/2024	SHERRI WOODS		
8290 - Kevin Lynn LaSalle	04/11/2024	SHERRI WOODS		
8291 - Ashton Trueblood	04/11/2024	SHERRI WOODS		
8292 - Magers Management	04/11/2024	SHERRI WOODS		
8293 - Placer.ai	04/12/2024	SHERRI WOODS		

**Vendor Count: (21)**



## AGENDA ITEM ANALYSIS

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

Submitted By: Angel Falig, City Engineer

Date: May 7, 2024

### Issue Statement

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

### Discussion and/or Analysis

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

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

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

### Recommended Action

Staff is recommending approval of this Ordinance.

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

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

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

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

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

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

**Title VII Utilities**

**Chapter 720 Illicit Discharge Into Municipal Separate Storm Sewer System**

**Article 720-I General Provisions – Stormwater**

**720.010 Purpose**

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

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

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

#### 720.020 Scope

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

#### 720.030 Definitions

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

AUTHORIZED ENFORCEMENT AGENCY Employees or designees of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 720.040 Responsibility for Administration

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

#### 720.050 Severability

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

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

#### 720.060 Ultimate Responsibility

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

#### Article 720-II Discharge Prohibitions

##### 720.070 Discharges – Prohibited -- Exceptions

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



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

**720.080 Industrial or Construction Activity Discharges – Prohibited -- Exceptions**

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

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

**720.090 Illicit Connections -- Prohibited**

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

**720.100 Suspension of Storm Sewer System Access**

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

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

#### 720.110 Access To Facilities

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

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

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

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

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

#### 720.130 Watercourse Protection

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

#### 720.140 Notification of Spills

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

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

**Article 720-III Enforcement 720.150 Enforcement**

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

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

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

#### 720.160 Enforcement Measures

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

#### 720.170 Cost of Abatement of the Violation

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

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

#### 720.180 Injunctive Relief

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

#### 720.190 Violations Deemed a Public Nuisance

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

#### 720.200 Criminal Prosecution

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

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

#### 720.210 Appeal of Notice of Violation

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



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

**720.220 Remedies Not Exclusive**

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

**720.230 Compatibility With Other Regulations**

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

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

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.
- Section 3:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 5:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**

# Minimum Control Measures of Pollution Prevention





## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-22 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.40 Acres of Real Property Located at the 300 Block of West Broad Street, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).

Submitted By: Patrick Ruiz – Associate Planner

Date: May 7, 2024

### Issue Statement

Inclusive Housing, LLC has applied to change the Zoning Classification of approximately 0.40 acres of property located at the 300 Block of West Broad Street from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2).

### Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.40 acres of land located at W. Broad St.; the site is currently a vacant piece of property. The existing configuration of the lot was subdivided at the time of the administrative replat that was completed and recorded in 2019.

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

#### Consistency with the Comprehensive Plan

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

- **Goal:** Support market conditions to develop a greater variety of residential and commercial options.
  - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available.
- **Goal:** Support new development that is well-connected to the existing community.
  - **Objective:** Encourage development that improves and expands upon existing infrastructure.
  - **Objective:** Promote development aligning with current adopted plans of the City.

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
  - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

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

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

The subject property is adjacent to Medium Density Single-Family Residential (R1-M) zoned parcels bordering the east and west property lines and south across Broad Street. It is also adjacent to a Light Industrial (M-1) zoned parcel bordering the north property line.

The Two-Family Residential (R-2) Zoning District is intended to permit and establish regulations for two family residential dwellings. The general land uses of the area are residential and commercial in nature and such rezone would be compatible and harmonious with adjacent properties when appropriate screening requirements, as regulated by Article-X Landscaping and Screening, are provided at the time of development.

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

##### **Municipal Water and Sewer Service:**

Development of the property will require connecting to existing municipal water and sewer mains located near the site.

One 6" water main is accessible to the subject property along Broad Street.

One 8" gravity sewer main is accessible to the subject property along Broad Street. Effluent from the subject property would flow to the Lift Station Number Four (4) before being pumped into the gravity system as a whole and flow directly to the Wastewater Treatment Facility.

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

##### **Transportation:**

The property will have access off the Local Broad Street. The Adopted Transportation Plan designates Broad Street as a Local Commercial/ Multi-Family Street. Such classification allows for higher density developments due to higher design standards that carry higher amounts of traffic and efficiently move traffic to surrounding Collectors and/or Arterials. In the case of Broad Street, the surrounding Collector and Arterial thoroughfares would be West Avenue and Main Street.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.



**Floodplain:** The subject parcel **does not** contain areas of Special Flood Hazard Area (Floodplain).

**Sinkholes:** The subject property **does not** contain an identified sinkhole.

#### **Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 0.4 ACRES OF REAL PROPERTY LOCATED AT THE 300 BLOCK OF WEST BROAD STREET, FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO TWO-FAMILY RESIDENTIAL (R-2)**

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

**WHEREAS**, Inclusive Housing, LLC (“Applicant”) submitted an application (No. 24-003) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.4 acres, located at the 300 block of West Broad Street (“the Property”), from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2), and

**WHEREAS**, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

**WHEREAS**, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

**WHEREAS**, pursuant to Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

**WHEREAS**, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

**WHEREAS**, the PZ Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended approval of the Application; and

**WHEREAS**, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

**Section 1:** The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 0.4 acres, located at the 300 block of West Broad Street in Republic, Missouri, more fully described in the legal description herein below, from Medium Density Single-Family Residential (R1-M) to Two-Family Residential (R-2):



ALL OF LOT ONE (1), REPUBLIC A.O.G. SUBDIVISION, A REPLAT OF LOT 16, LOT 17 AND A PORTION OF LOT 18 OF J.W.P. JONES ADDITION, REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**



Megan McCullough, City Attorney

**Final Passage and Vote:**

**Owner/Applicant**  
Inclusive Housing, LLC

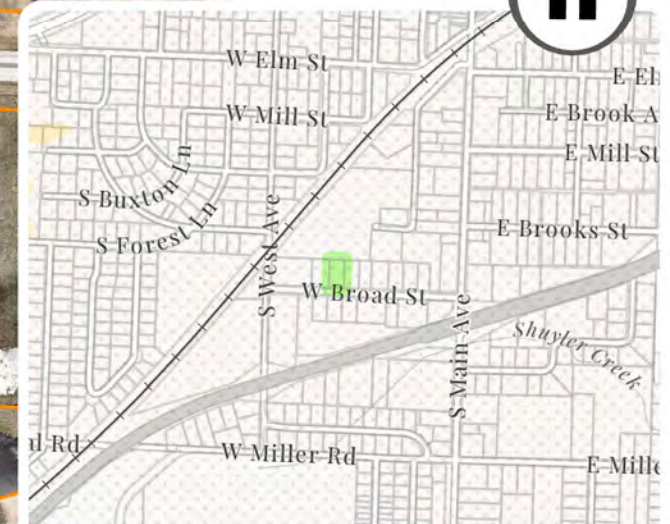
**ADDRESS**  
300 Block - W. Broad St.


**ZONING**  
R1-M | REQUESTED: R-2

**PIN**  
1719421053

**WARD**  
2

**ACREAGE**  
0.40



**Site Extent**  **Sinkholes** 

**Out of City**  **Flood**  34 in

**W. BROAD ST.**  
**REZN 24-003 | REZONE**

**Owner/Applicant**  
Inclusive Housing, LLC

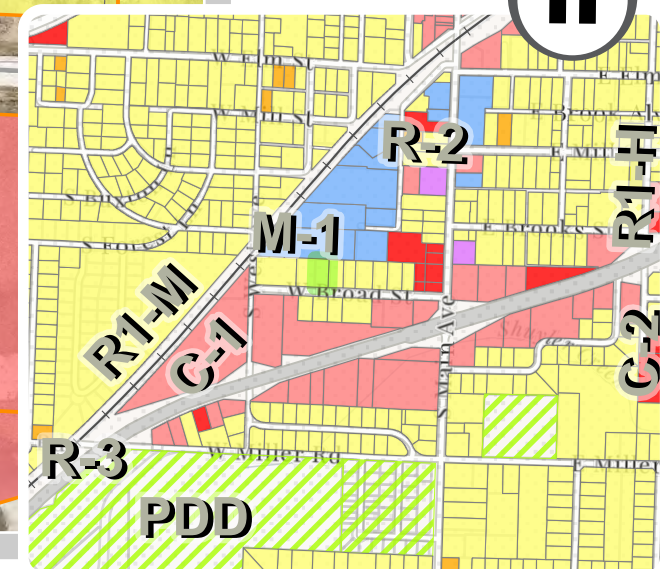
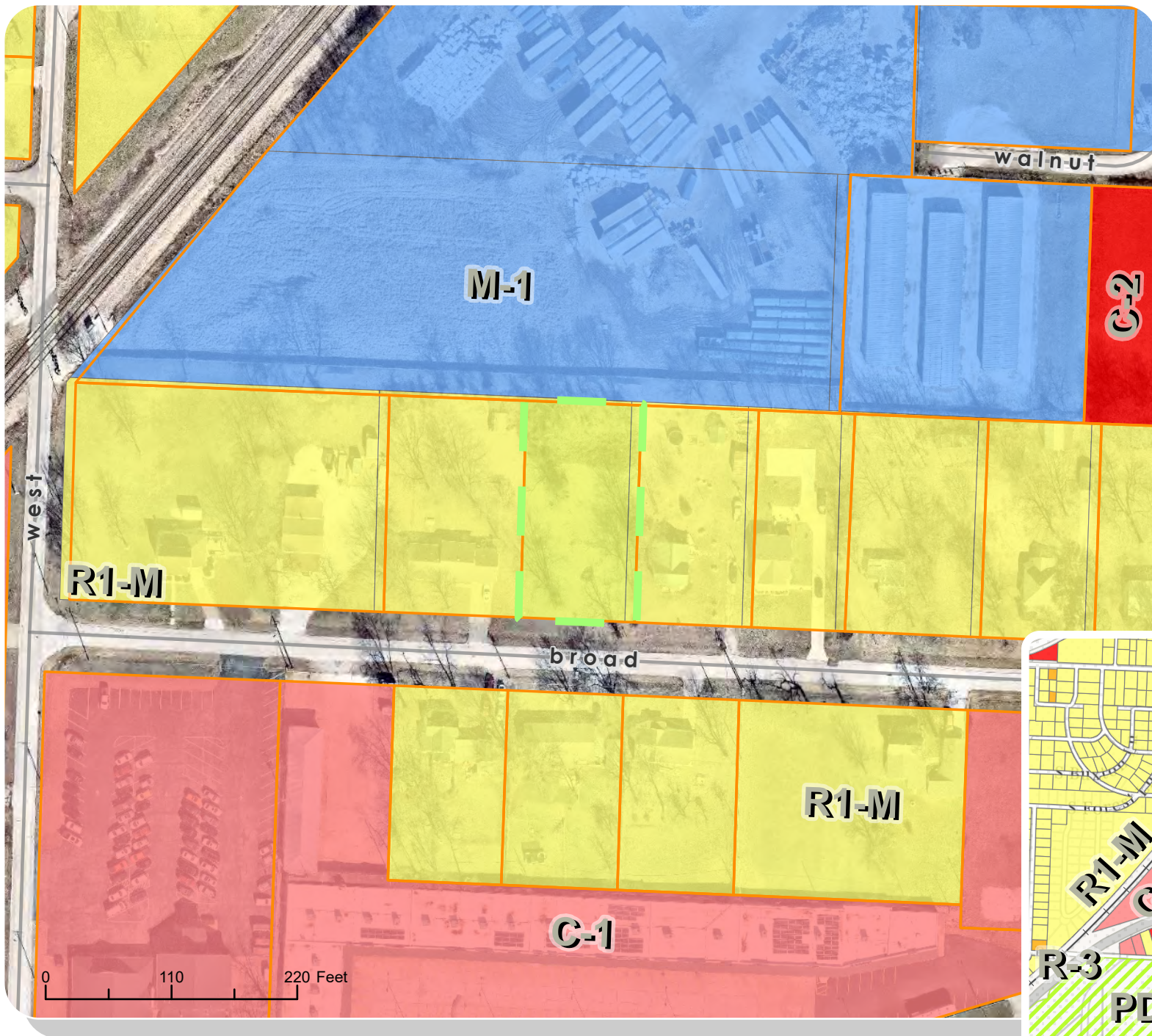
**ADDRESS**  
300 Block - W. Broad St.

**ZONING**  
R1-M | REQUESTED: R-2

**PIN**  
1719421053

**WARD**  
2

**ACREAGE**  
0.40



- Site Extent**
- Out of City**

**W. BROAD ST.**  
**REZN 24-003 | REZONE**

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

No witnesses appeared

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

Approval  Denial

Commissioner Name:

DAN SMITH III

Commissioner Signature:

[Signature]

Date:

4/8/2024

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

.40 acres R1-M → R-2  
R1-M, M-1, E-1, + C-2 along the block - Multiple different options around  
Water, Transportation, and cartography are applicable to site | so not outstanding  
Accessible Housing - R-2 to cover mortgage

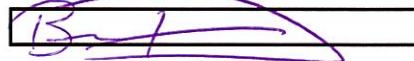
Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval  Denial

Commissioner Name:

Brian Debrava

Commissioner Signature:



Date:

4.8.24

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezoning

Name of Applicant:

Location:

West Broad Street (REZN 24-003)

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

- Approval  Denial

Commissioner Name:

Commissioner Signature:

Date:

CYNTHIA HYDE

*C. Hyde*

4/8/2024

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

West Broad Street (REZN 24-003)

Location:

City Council Chambers

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

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

## Statement of Relevant Facts Found:

o fits in w/ plans for area  
o ability to be supported by facilities

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

Approval  Denial

Commissioner Name:

Morgan Mann

Commissioner Signature:

Morgan Mann

Date:

4/8/24

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezone

Name of Applicant:

Location:

West Broad Street (REZN 24-003)

City Council Chambers

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

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

## Statement of Relevant Facts Found:

- FIXES AREA AND FILLS A GAP NEEDED

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

Approval  Denial

Commissioner Name:

Commissioner Signature:

Date:

BREWER

4/8/24





## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-23 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Five Acres of Real Property Located near the 1100 Block of North Main Street, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 7, 2024

### Issue Statement

Enterprise Development LLC to change the Zoning Classification of approximately 5.0 acres of property located at the 1100 Block of North Main Street from Medium-Density Single-Family Residential (R1-M) to High-Density Single-Family Residential (R1-H).

### Discussion and/or Analysis

The subject property is currently vacant.

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

#### Consistency with the Comprehensive Plan

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

- **Community Development Goal 1:** Support market conditions to develop a greater variety of residential and commercial options.
  - **Objective 1B:** Support a variety of housing developments and styles to ensure a range of options are available.

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

#### Compatibility with Surrounding Land Uses

The subject property is adjacent to the following zoning districts:

- Greene County Zoned Agriculture (A-1) to the North;



- Medium-Density Single-Family Residential (R1-M) and High-Density Single-Family Residential (R1-H) zoning to the South;
- Agricultural (AG) zoning to the West.

The requested zoning district, High-Density Single-Family Residential (R1-H), is consistent with use of adjacent property.

**Capacity to Serve Potential Development and Land Use**

**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property is in proximity to City of Republic water and sewer infrastructure.

Effluent would gravity to the Evergreen Lift Station to the North and then on to the Wastewater Treatment Plant from the subject site.

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

**Transportation:** A Traffic Impact Study (TIS) was required for the Rezoning Application. The TIS indicated that no new improvements were warranted.

**Floodplain:** The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

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

**Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY FIVE ACRES OF REAL PROPERTY LOCATED NEAR THE 1100 BLOCK OF NORTH MAIN STREET, FROM MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)**

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

**WHEREAS**, Enterprise Developments, LLC (“Applicant”) submitted an application (No. 24-004) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately five (5) acres, located at the 1100 block of North Main Street (“the Property”), Parcel Identification Number 1718100003, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H), and

**WHEREAS**, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

**WHEREAS**, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

**WHEREAS**, pursuant to Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

**WHEREAS**, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

**WHEREAS**, the PZ Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended approval of the Application; and

**WHEREAS**, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

**Section 1:** The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately five (5) acres, located at the 1100 block of North Main Street in Republic, Missouri, more fully described in the legal description herein below, from Medium Density Single-Family Residential (R1-M) to High Density Single-Family Residential (R1-H):

ALL THAT PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI LYING SOUTH OF AND ADJACENT TO THE DEED RECORDED IN BOOK 2275 AT PAGE 1690, IN THE OFFICE OF RECORDER OF DEEDS IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

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

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

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

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

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

**Attest:** \_\_\_\_\_ Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_  
Megan McCullough, City Attorney

**Final Passage and Vote:**

**Owner/Applicant**  
Enterprise Developments, LLC

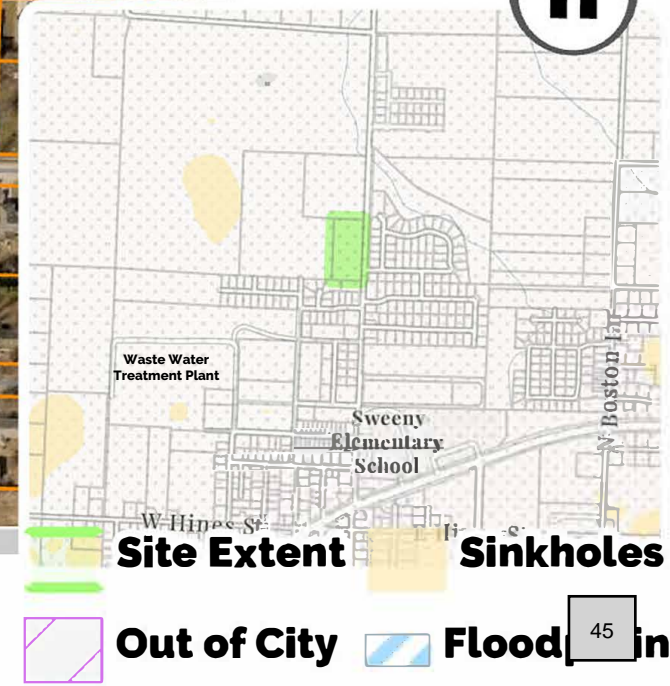
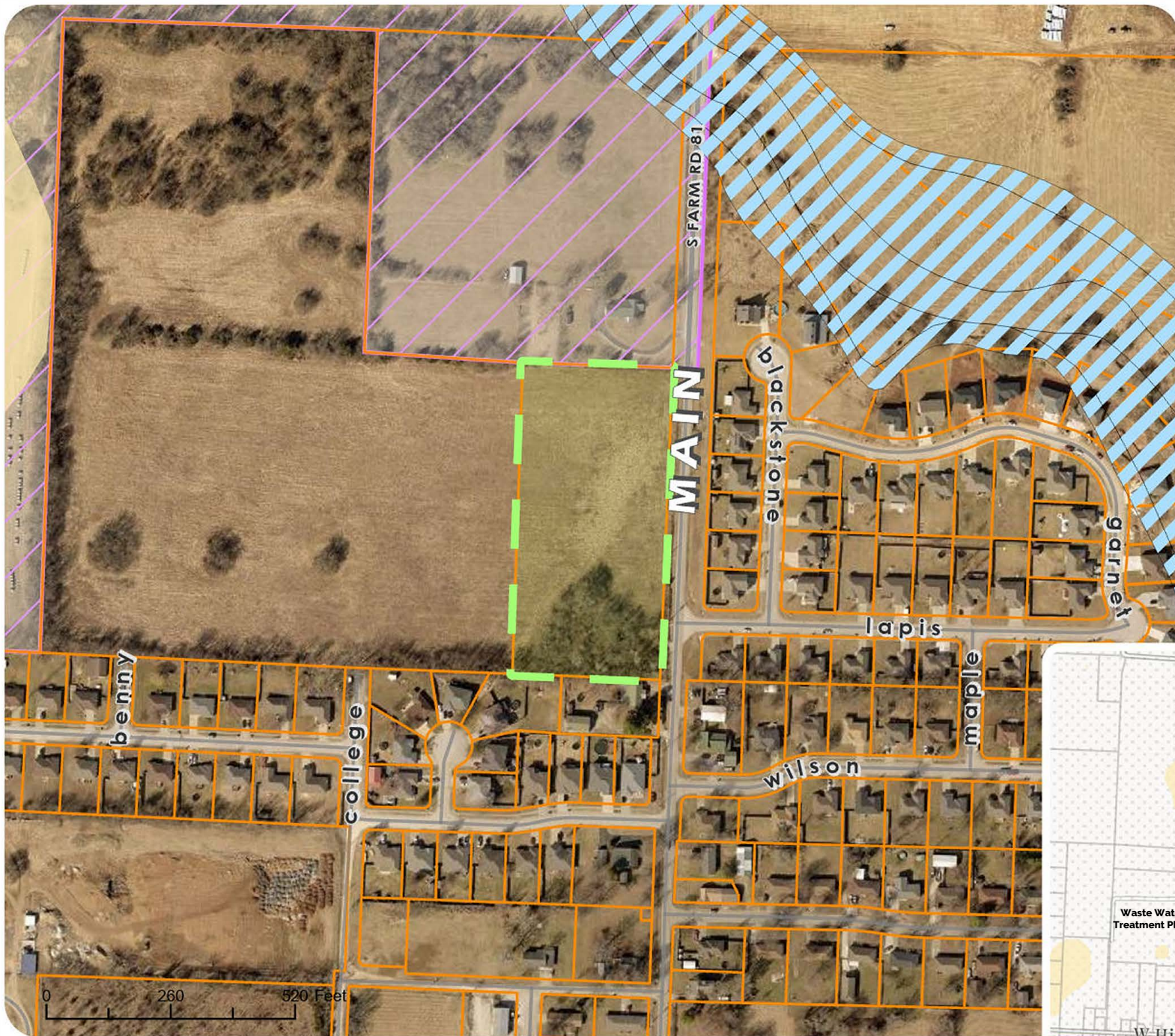
**ADDRESS**  
1100 Block - N. Main St.

**ZONING**  
R1-M | REQUESTED: R1-H

**PIN**  
1718100003

**WARD**  
2

**ACREAGE**  
5.0



**N. MAIN ST.**  
**REZN 24-004 | REZONE**

**Owner/Applicant**  
Enterprise Developments, LLC

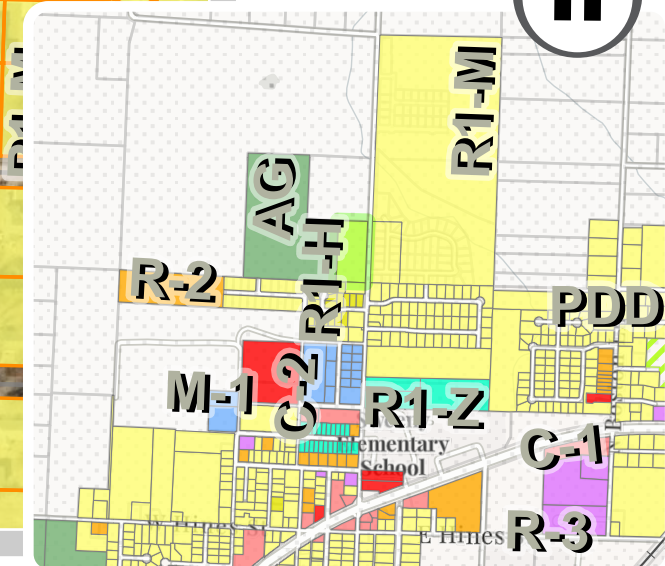
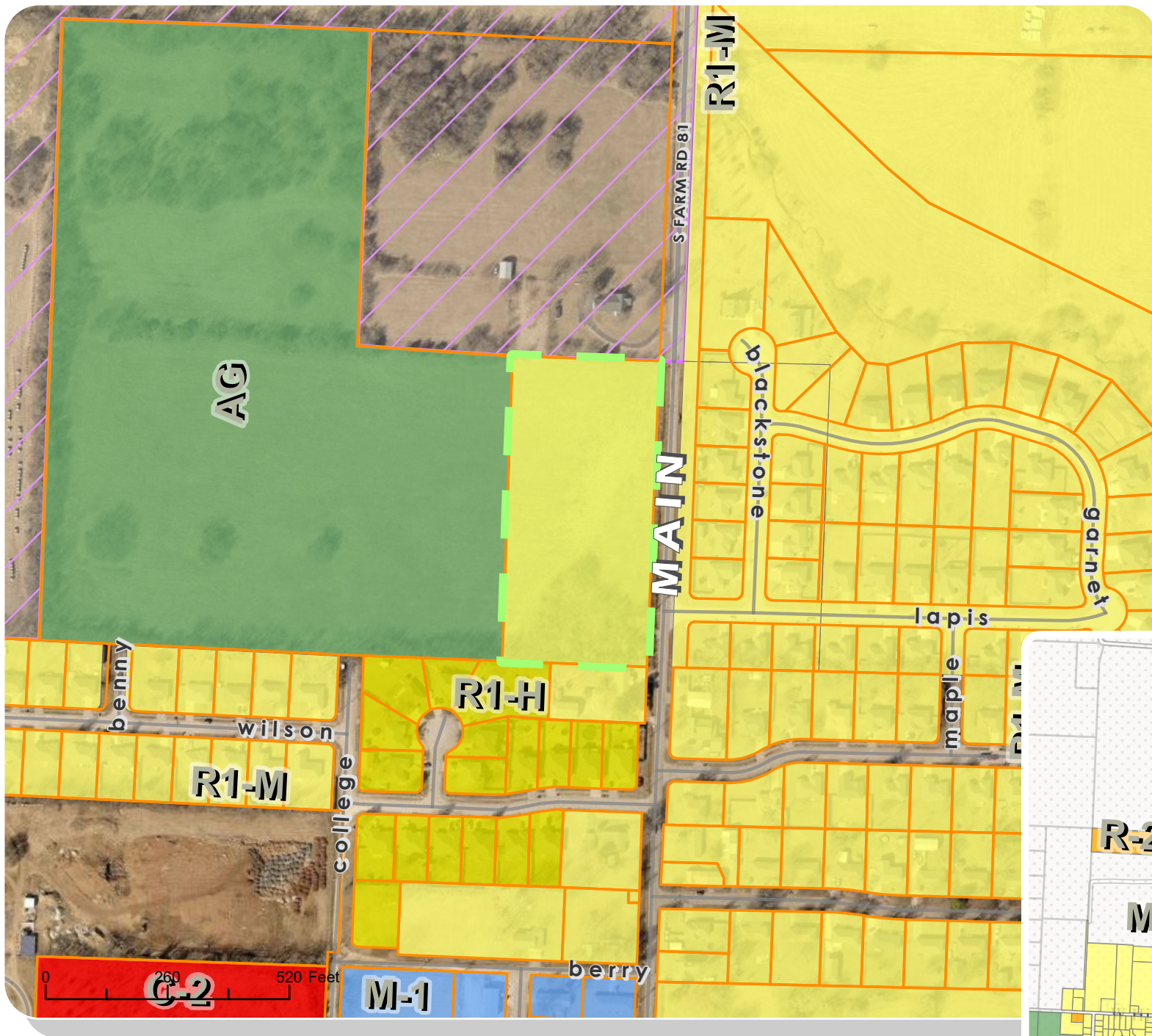
**ADDRESS**  
1100 Block - N. Main St.

**ZONING**  
R1-M | REQUESTED: R1-H

**PIN**  
1718100003

**WARD**  
2

**ACREAGE**  
5.0



**N. MAIN ST.**  
**REZN 24-004 | REZONE**

 **Site Extent**

 **Out of City**

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

Rezoning: (1) conforms to the City's adopted LUP; (2) conforms to the City's transportation plan; (3) conforms to other adopted plans; (4) is compatible with the surrounding land uses; (5) adequately served by municipal infrastructure and (6) aligned with the purpose of RSMo. Substantial concerns were from adjacent residents were considered and discussed at length. Approx 15 citizens plus the Representative of the applicant spoke during the hearing.

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

Approval  Denial

Commissioner Name:

Russell Ellis

Commissioner Signature:

Russell Ellis

Date:

4/8/2024

# Findings of Fact

Date of Hearing: 
 Time: 
 Type of Application:

Name of Applicant: 
 Location:

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

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

*MoDOT - Main + MO 174 unbundled needs list*  
*Greene County N+168*  
*TIS extents? Suth@ connections or for Area?*  
*Speed Study*

**Statement of Relevant Facts Found:**

*5.0 acres R1-M → R1-H*  
*A1, R1-M, R1-H, and AG surrounding*  
*Water, TIS, and geography are compatible & available*  
*Turn lanes on main street not required*  
*On prem storm retention*  


---

*Traffic along main street backups.*  
*Water problems along the north side of property*

*children walking along Main*  
*Side walk access to Swampy*  
*Sewer backup?*  
*Pass through traffic?*  
*Access to Berry + College*  
*Internet issues?*  
*Emergency Access*

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

Commissioner Name: 
 Commissioner Signature: 
 Date:



By ordinance 185 foot from zoned location  
Posted zone page on property  
Posted in paper

Item 6.

Single Family plots

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

FLOODING ISSUE. SEWER. CITY DOES NOT CONSIDER RUNOFF / STORAGE WATER  
INTERNET ALREADY SLOW. FIX ON THE WAY.  
TRAFFIC ON MAIN

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

Approval  Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

4/8/2024

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

• Falls in line with city's adopted plan  
• Compatible with surrounding areas  
• Able to be adequately served by municipal infrastructure  
• Traffic study complete and requires no improvements  
• Water retention will be better

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

Approval  Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

4/8/24

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-004)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

- AS WE ALL KNOW, TRAFFIC ON MAIN NEEDS WORK


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

Approval  Denial

Commissioner Name:

J. RESOLVER

Commissioner Signature:



Date:

4/8/24



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-24 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately Twenty-Five Acres of Real Property Located near the 1100 Block of North Main Street, from Agricultural (AG) to High Density Single-Family Residential (R1-H).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: May 7, 2024

### Issue Statement

Enterprise Development LLC to change the Zoning Classification of approximately 25 acres of property located at the 1100 Block of North Main Street from Agricultural (AG) to High-Density Single-Family Residential (R1-H).

### Discussion and/or Analysis

The subject property is currently vacant.

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

#### Consistency with the Comprehensive Plan

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

- **Community Development Goal 1:** Support market conditions to develop a greater variety of residential and commercial options.
  - **Objective 1B:** Support a variety of housing developments and styles to ensure a range of options are available.

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

#### Compatibility with Surrounding Land Uses

The subject property is adjacent to the following zoning districts:

- Greene County Zoned Agriculture (A-1) to the North;
- Medium-Density Single-Family Residential (R1-M) to the East;



- Medium-Density Single-Family Residential (R1-M) and High-Density Single-Family Residential (R1-H) zoning to the South;
- Greene County Zoned Agriculture (A-1) zoning to the West.

The requested zoning district, High-Density Single-Family Residential (R1-H), is consistent with use of adjacent property.

**Capacity to Serve Potential Development and Land Use**

**Municipal Water and Sewer Service:**

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property is in proximity to City of Republic water and sewer infrastructure.

Effluent would gravity to the Evergreen Lift Station to the North and then on to the Wastewater Treatment Plant from the subject site.

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

**Transportation:** A Traffic Impact Study (TIS) was required for the Rezoning Application. The TIS indicated that no new improvements were warranted.

**Floodplain:** The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

**Sinkholes:** The subject property **is in proximity** to an identified sinkhole. All construction will be in accordance with Section 410.700 of the City of Republic’s adopted ordinances, “Sinkholes and Karst Features”, which does not allow for any construction within a 30’ setback of the mapped sinkhole. Additionally, the sinkhole and related 30’ setback must be restricted to common lots.

**Recommended Action**

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

**AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY TWENTY-FIVE ACRES OF REAL PROPERTY LOCATED NEAR THE 1100 BLOCK OF NORTH MAIN STREET, FROM AGRICULTURAL (AG) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (R1-H)**

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

**WHEREAS**, Enterprise Developments, LLC (“Applicant”) submitted an application (No. 24-005) (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately twenty-five (25) acres, located at the 1100 block of North Main Street (“the Property”), Parcel Identification Number 1718100005, from Agricultural (AG) to High Density Single-Family Residential (R1-H), and

**WHEREAS**, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for April 8, 2024; and

**WHEREAS**, on March 20, 2024, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

**WHEREAS**, pursuant to Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

**WHEREAS**, the PZ Commission conducted the public hearing on April 8, 2024 as scheduled, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

**WHEREAS**, the PZ Commission, by a vote of five (5) Ayes to zero (0) Nays, recommended approval of the Application; and

**WHEREAS**, the Application was submitted to the City Council for first read at its regular meeting on April 16, 2024, and for second read at its regular meeting on May 7, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

**Section 1:** The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately twenty-five (25) acres, located at the 1100 block of North Main Street in Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) to High Density Single-Family Residential (R1-H):

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI. EXCEPT THAT PART RECORDED IN DEED BOOK 2275 AT PAGE 1690, AND BEING DESCRIBED AS FOLLOWS; THE NORTH 672 FEET OF THE EAST 648.2 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28, RANGE 23. ALSO EXCEPT ALL OF THE EAST 330 FEET OF ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 LYING SOUTH OF CONTINGENT WITH AND ADJACENT TO THE NORTH 672 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18. ALL BEING IN GREENE COUNTY, MISSOURI.

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_  
Megan McCullough, City Attorney

**Final Passage and Vote:**



**Owner/Applicant**  
Enterprise Development,  
LLC

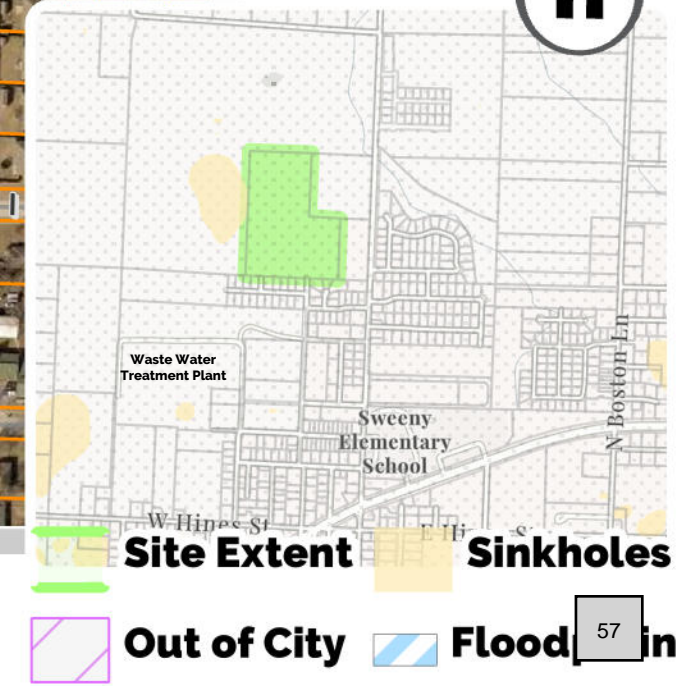
**ADDRESS**  
1100 Block of N Main

**ZONING**  
AG | REQUESTED: R1-H

**PIN**  
1718100005

**WARD**  
2

**ACREAGE**  
25.0



**REZN 24-005**  
**REZN 24-005 | REZONE**

**Owner/Applicant**  
Enterprise Development,  
LLC

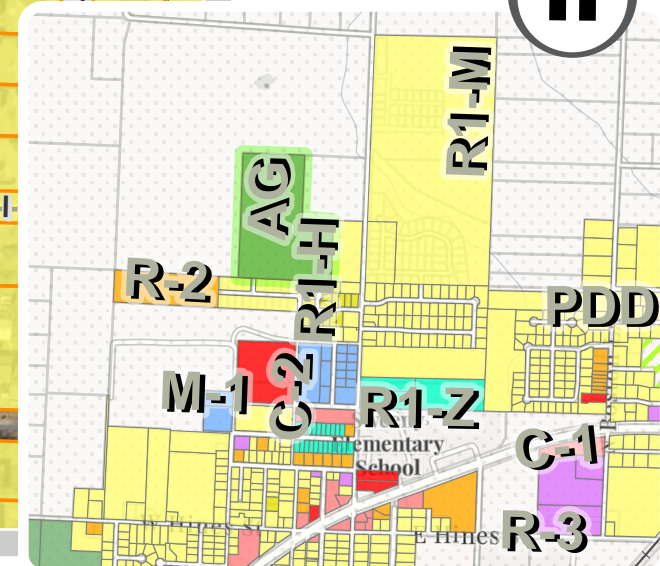
**ADDRESS**  
1100 Block of N Main

**ZONING**  
AG | REQUESTED: R1-H

**PIN**  
1718100005

**WARD**  
2

**ACREAGE**  
25.0



**Site Extent**

**Out of City**

**REZN 24-005**  
**REZN 24-005 | REZONE**

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

1100 Block of Main (REZN 24-005)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

See comments on Rezoning 24-004. Adjoining property and concerns were also presented by citizens

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

Approval  Denial

Commissioner Name:

RANDY ELLIS

Commissioner Signature:

Randy Ellis

Date:

4/8/2024

# Findings of Fact

Date of Hearing: 
 Time: 
 Type of Application:

Name of Applicant: 
 Location:

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

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

**Statement of Relevant Facts Found:**

*25 acres AG → R1-M* | *In proximity to sinkhole on adjacent property*  
*Currently vacant* | *Transportation, water, geography in accordance*  
*A1, R1-M, R1-H, + A1 surrounding* | *Traffic Enforcement*  
*R-2 close by* | *Access into Benny College + Main*  
*SS front rear yard setback across houses*

*Traffic Study does not take Main into account*

*Annex → Rezone → Platting → Development → Find Platting Sub. **★ Surrounding Neighbors Do Not Want!***

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

Commissioner Name: 
 Commissioner Signature: 
 Date:

# Findings of Fact

Date of Hearing:  Time:  Type of Application:   
Name of Applicant:  Location:

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

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

### Statement of Relevant Facts Found:

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

Commissioner Name:  Commissioner Signature:  Date:

# Findings of Fact

Date of Hearing:

04/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1100 Block of Main (REZN 24-005)

Location:

City Council Chambers

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

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

### Statement of Relevant Facts Found:

o Conforms w/ city's adopted plan  
o Compatible w/ surrounding land uses  
o follows transportation plan  
o adequately served by municipal infrastructure  
o

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

Approval  Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

4/8/24

# Findings of Fact

Date of Hearing:

Time:

Type of Application:

04/08/2024

6:00

Rezone

Name of Applicant:

Location:

1100 Block of Main (REZN 24-005)

City Council Chambers

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

Conforming to the City's adopted Land Use Plan

Yes  No

Conforming to the City's adopted Transportation Plan

Yes  No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

Yes  No

Compatible with surrounding land uses

Yes  No

Able to be adequately served by municipal infrastructure

Yes  No

Aligned with the purposes of RSMo. 89.040

Yes  No

Statement of Relevant Facts Found:

CONFORM MAIN STREET

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


Approval  Denial

Commissioner Name:

Commissioner Signature:

Date:

B RIDGES



4/8/24



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-25 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), by Adding New Section 115.070 (“Consent Agenda”).

Submitted By: Laura Burbridge, City Clerk  
Megan McCullough, City Attorney

Date: May 7, 2024

### Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

### Discussion and/or Analysis

This code change specifies the procedure for items being placed on the Consent Agenda, authority of a Council Member to remove it for discussion, and procedure for voting, specifically if the vote for one item is different than the other items on the Consent Agenda. Redline changes are as follows:

#### Chapter 115 Mayor And City Council

#### Article 115-II City Council Meetings

#### 115.070 Consent Agenda

- A. The consent agenda shall be prepared by the City Clerk in accordance with Section 3.10 of the Charter.
- B. An item of business may be placed on the consent agenda at the discretion of City staff or the Mayor, provided no prior request has been made by a Councilmember or member of the public for discussion on the item.
- C. An item of business placed on the consent agenda may be removed from the consent agenda to allow for debate and discussion thereon at any time prior to approval of the consent agenda.
- D. An item of business on the consent agenda shall not be open for debate or discussion unless the item has been properly and timely removed from the consent agenda pursuant to this Section.
- E. Upon request by any Councilmember, an item of business on the consent agenda shall be automatically removed from the consent agenda to allow for debate and discussion thereon.
- F. After the consent agenda is approved at the City Council meeting, no item of business shall be removed therefrom except upon suspension of City Council rules.
- G. Items of business contained on the consent agenda shall be voted upon by the Council considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters,





except nothing contained in this section shall be construed to prohibit a Councilmember from voting individually on each separate item shown on the consent agenda.

- H. A vote by a Councilmember for the approval of the consent agenda shall be construed to mean that the Councilmember has requested that his vote be recorded as an aye vote for each separate item on the consent agenda and shall be recorded as such. A vote against approval of the consent agenda shall be recorded as a nay vote on each item placed on the consent agenda and shall be recorded as such. However, a Councilmember, when casting an aye vote or nay vote, may specifically exclude from the vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the City Clerk shall record the exceptions accordingly.

**Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-II (“CITY COUNCIL MEETINGS”), BY ADDING NEW SECTION 115.070 (“CONSENT AGENDA”)**

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

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

**WHEREAS**, the Council now finds it necessary and appropriate to adopt certain amendments to the Municipal Code adopting procedures for the Consent Agenda.

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

**Section 1:** Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), is hereby amended to add new Section 115.070 (“Consent Agenda”), to read as follows:

**Chapter 115 Mayor And City Council**

**Article 115-II City Council Meetings**

**115.070 Consent Agenda**

- A. The consent agenda shall be prepared by the City Clerk in accordance with Section 3.10 of the Charter.**
- B. An item of business may be placed on the consent agenda at the discretion of City staff or the Mayor, provided no prior request has been made by a Councilmember or member of the public for discussion on the item.**
- C. An item of business placed on the consent agenda may be removed from the consent agenda to allow for debate and discussion thereon at any time prior to approval of the consent agenda.**
- D. An item of business on the consent agenda shall not be open for debate or discussion unless the item has been properly and timely removed from the consent agenda pursuant to this Section.**
- E. Upon request by any Councilmember, an item of business on the consent agenda shall be automatically removed from the consent agenda to allow for debate and discussion thereon.**
- F. After the consent agenda is approved at the City Council meeting, no item of business shall be removed therefrom except upon suspension of City Council rules.**
- G. Items of business contained on the consent agenda shall be voted upon by the Council considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except nothing contained in this section shall be**

construed to prohibit a Councilmember from voting individually on each separate item shown on the consent agenda.

- H. A vote by a Councilmember for the approval of the consent agenda shall be construed to mean that the Councilmember has requested that his vote be recorded as an aye vote for each separate item on the consent agenda and shall be recorded as such. A vote against approval of the consent agenda shall be recorded as a nay vote on each item placed on the consent agenda and shall be recorded as such. However, a Councilmember, when casting an aye vote or nay vote, may specifically exclude from the vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the City Clerk shall record the exceptions accordingly.

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

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

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

**Final Passage and Vote:**



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-26 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk  
Megan McCullough, City Attorney

Date: May 7, 2024

### Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

### Discussion and/or Analysis

This amendment provides a more specific procedure for excusing Council Member absences in accordance with the Charter. Redline changes are as follows:

#### **115.040 Duty To Attend Meetings**

**A.** It shall be the duty of each member of the City Council to be present at each meeting of the Council unless leave of absence is granted, or such member is sick and unable to attend. **Any absence may be excused by a majority vote of the non-absent Councilmembers at the request of the absent Councilmember.**

**B.** **In the event a Councilmember has been absent from three consecutive regular meetings of the Council without having been excused by the Council, the remaining Councilmembers shall vote on the matter of whether to excuse the three absences at issue at the next regular meeting following the third absence. The Councilmember with the absences shall abstain from voting on the matter, but may (1) provide written explanation to the City Clerk prior to the meeting at which the vote will take place, who shall then provide the same to the other Councilmembers, and (2) be present for the vote and participate in discussion on the matter preceding the vote. The Council may excuse such absences by majority vote of those Councilmembers present, excluding the Councilmember with the absences.**

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-II (“CITY COUNCIL MEETINGS”), SECTION 115.040 (“DUTY TO ATTEND MEETINGS”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI**

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

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

**WHEREAS**, in reviewing the Municipal Code consistent with the priorities listed herein above, City staff identified the need to clarify the procedures for excusing Councilmember absences.

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

**Section 1:** Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-II (“City Council Meetings”), Section 115.040 (“Duty To Attend Meetings”) is hereby amended to read as follows:

**Chapter 115 Mayor And City Council**

**Article 115-II City Council Meetings**

**115.040 Duty To Attend Meetings**

**A.** It shall be the duty of each member of the City Council to be present at each meeting of the Council unless leave of absence is granted, or such member is sick and unable to attend. **Any absence may be excused by a majority vote of the non-absent Councilmembers at the request of the absent Councilmember.**

**B.** **In the event a Councilmember has been absent from three consecutive regular meetings of the Council without having been excused by the Council, the remaining Councilmembers shall vote on the matter of whether to excuse the three absences at issue at the next regular meeting following the third absence. The Councilmember with the absences shall abstain from voting on the matter, but may (1) provide written explanation to the City Clerk prior to the meeting at which the vote will take place, who shall then provide the same to the other Councilmembers, and (2) be present for the vote and participate in discussion on the matter preceding the vote. The Council may excuse such absences by majority vote of those Councilmembers present, excluding the Councilmember with the absences.**

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

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

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-27 An Ordinance of the City Council Amending Title II (“Public Health, Safety And Welfare”), Chapter 205 (“Fire Prevention And Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Duane Compton, Fire Chief

Date: May 7, 2024

### Issue Statement

Consideration to approve Amendments to Chapter 205 Fire Prevention and Actives, specifically Section 205.070 Fireworks.

### Discussion and/or Analysis

It has come to our attention that firework aerial display ordinance section 205.070 does not fit the current needs of the City and our residents therefore it needs to be amended. This ordinance was adopted 19 years ago and at that time the City did not have all the processes in place that we now have to streamline operations.

This code amendment will allow the fire department to issue an aerial display permit without the approval of the City Council. However, all applicable city departments must approve the permit before it’s issued. This will streamline the issuance of permits in the city and make it more user-friendly to our residents, social organizations, and businesses who want to have an aerial display show.

It should be noted have two or three inquiries about this in a calendar year and there are no permit fees associated with this at this time.

### Recommended Action

Staff recommends the approval of the referenced Amendment.



**AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE II (“PUBLIC HEALTH, SAFETY AND WELFARE”), CHAPTER 205 (“FIRE PREVENTION AND PROTECTION”), ARTICLE 205-III (“FIREWORKS”), SECTION 205.070 (“FIREWORKS”), OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI**

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

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

**WHEREAS**, City staff have identified the need to amend the existing provisions in the Code pertaining to firework aerial displays so as to align with the current needs of the City and its residents.

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

**Section 1:** Title II (“Public Health, Safety and Welfare”), Chapter 205 (“Fire Prevention and Protection”), Article 205-III (“Fireworks”), Section 205.070 (“Fireworks”), of the Municipal Code of the City of Republic, Missouri, is hereby amended to read as follows:

205.070 Fireworks

- A. Aerial fireworks displays ~~are allowable by civic, and social,~~ **and private** organizations including businesses **are permitted to occur** during the period of June thirtieth (30th) to July fourth (4th), inclusive, between 8:00 P.M. to 12:00 Midnight, and on such other dates as may be specifically approved and permitted ~~by order of~~ **by** the City ~~Council~~.
- B. Civic, ~~and~~ social, **and private** organizations **including businesses** desiring to hold aerial fireworks displays during the period of June thirtieth (30th) to July fourth (4th), inclusive, shall first contact the City’s Fire Department to request a permit. Upon approval, the City ~~Fire Department~~ shall issue the permit to said organization. ~~In case of a rainout,~~ **In the event an organization that has submitted a request for a permit under this Section or that has been issued a permit under this Section elects to reschedule its aerial fireworks display as the result of a rain or other inclement weather event,** said organization must inform the City ~~Fire Department~~ of the makeup date.
- C. Civil, ~~and~~ social, **and private** organizations **including business** desiring to hold aerial fireworks displays on dates other than June thirtieth (30th) to July fourth (4th), inclusive, shall make application to the City ~~Council~~ at least ~~fourteen (14)~~ **twenty-one (21) calendar** 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~~ **City may will** require, including the names and addresses of all persons responsible for conducting such display. ~~If the City Council, in its discretion, is of the opinion such display would constitute a legitimate community event, it may issue a special permit authorizing the requested display. If any such display is authorized by special permit, nothing herein shall be construed as requiring the City Council to authorize a special permit to the same organization for displays desired to be scheduled in successive years. If a request for a special use permit is made less than fourteen (14) days before the event, the applicant shall be required to post a cash bond in an amount sufficient to cover any cost incurred by the City as a result of the shortened time period. Such cost shall include, but is not limited to, overtime cost, cost of cleanup, police and fire services, etc., and those costs shall be deducted from the cash bond and the balance, if any, returned to the applicant.~~ **All applicable city departments must approve the aerial display permit before it will be issued.**

- D.** ~~C.~~ Organizations holding a fireworks display must provide adequate off-street parking for the occasion and provide reasonable care to protect against health and fire hazard during the occasion.
- E.** ~~D.~~ Fireworks used by individuals within the City of Republic will be permissible only on July fourth (4th) and only between the hours of 10:00 A.M. through 12:00 Midnight.
- F.** ~~E.~~ If the user of the fireworks has a complaint submitted against his/her use of such fireworks, then the user shall be so notified by the Republic Police Department to cease and desist his/her use of said fireworks. If the user continues to use the fireworks after said notice from the Republic Police Department, then he/she shall be in violation of this Code and be cited for a nuisance and shall be brought before the Municipal Court with a penalty available as outlined in Section 100.220.

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

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

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**

CITY OF REPUBLIC, FIRE DEPARTMENT  
APPLICATION FOR FIREWORKS AERIAL DISPLAY

Application for a permit for a Fireworks Display Operation shall be made with the City not less than (21) days before the scheduled event.

1. APPLICANT: \_\_\_\_\_  
NAME PHONE NUMBER CELL NUMBER  
\_\_\_\_\_  
STREET ADDRESS CITY STATE ZIPCODE

2. REPRESENTING: \_\_\_\_\_  
NAME IN FULL PHONE NUMBER

3. PERSON RESPONSIBLE FOR DEVISING, SUPERVISING AND DISCHARGING DISPLAY (PYROTECHNIC):  
\_\_\_\_\_  
NAME PHONE NUMBER CELL NUMBER  
\_\_\_\_\_  
STREET ADDRESS CITY STATE ZIPCODE

A. FEDERAL LICENSE # \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

B. STATE LICENSE # \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

C. **ATTACH COPIES OF ALL APPLICABLE LICENSES WITH THIS APPLICATION.**

4. FIREWORKS DISPLAY PARTICULARS:

A. DATE: \_\_\_\_\_ DAY: \_\_\_\_\_

B. HOURS: START SETUP \_\_\_\_\_ DISPLAY START \_\_\_\_\_ END \_\_\_\_\_

C. LOCATION: \_\_\_\_\_  
STREET ADDRESS

D. PURPOSE OF DISPLAY \_\_\_\_\_

E. SOURCE OF PYROTECHNICS \_\_\_\_\_  
COMPANY NAME PHONE NUMBER

\_\_\_\_\_  
STREET ADDRESS CITY ZIPCODE

F. STORAGE LOCATION OF FIREWORKS PRIOR TO DISPLAY:  
\_\_\_\_\_

G. DESCRIPTION AND MAXIMUM HEIGHT OF DISPLAY (ie. 40 - 3" mortar shells, 1 - 15' flash box, etc; must list largest shells and diameter) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. INCLEMENT WEATHER CONDITIONS CONSIDERED TO CANCEL EVENT: \_\_\_\_\_  
MAXIMUM WIND CONDITION CONSIDERED ACCEPTABLE: \_\_\_\_\_  
PROPOSED RAIN DATE AND TIME: \_\_\_\_\_
- 6. LIST OF NAMES OF PYROTECHNIC STAFF WORKING AT THE EVENT ON SEPARATE PAGE:
- 7. DETAILED DIAGRAM OF AREA (SEPARATE PAGE:)

APPLICANT CERTIFICATION: I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS OF MISSOURI; THAT I AM AUTHORIZED BY THE ORGANIZATION NAMED HEREIN TO ACT AS ITS AGENT FOR THE HEREIN-DESCRIBED ACTIVITY. THAT I, AND THE ORGANIZATION ON WHOSE BEHALF I MAKE THIS APPLICATION, BY FILING THIS APPLICATION, SHALL REPRESENT, STIPULATE, CONTRACT AND AGREE THAT WE WILL JOINTLY AND SEVERALLY DEFEND, INDEMNIFY, SAME AND HOLD THE CITY OF REPUBLIC HARMLESS FROM ANY AND ALL CLAIMS, SUITS, JUDGEMENTS AND LIABILITY FOR DEATH, PERSONAL INJURY, BODILY INJURY OR PROPERTY DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS PERMIT BY APPLICANT, ITS EMPLOYEES, SUBCONTRACTORS OR ASSIGNS, INCLUDING LEGAL FEES, COURT COST, OR OTHER LEGAL EXPENSES. APPLICANT, ON BEHALF OF THE ORGANIZATION FOR WHOM HE OR SHE IS ACTING, ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH TERMS OF THIS PERMIT.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)



DIAGRAM OF AREA OR ATTACHED AERIAL PHOTO

SHOW DISTANCES IN FEET:

- A. LAUNCH ZONE
- B. PARKING AREA
- C. VIEWING AREA

**CITY OF REPUBLIC DEPARTMENT APPROVALS.**

PERSON RESPONSIBLE FOR DEVISING, SUPERVISING AND DISCHARGING DISPLAY (PYROTECHNIC):

\_\_\_\_\_  
NAME & DATE

A. **BUILDS COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_ SIGNATURE & DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

B. **FIRE DEPARTMENT COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_ SIGNATURE & DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

C. **POLICE DEPARTMENT COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_ SIGNATURE & DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_



## **AGENDA ITEM ANALYSIS**

**Project/Issue Name:** 24-28 An Ordinance of the City Council Approving the Final Plat of Olde Savannah Phase 3C Subdivision.

**Submitted By:** Chris Tabor, BUILDS Department Principal Planner

**Date:** May 7, 2024

### **Issue Statement**

The City of Republic’s BUILDS Department received an Application from Olde Savannah LLC for the Final Plat of Olde Savannah Phase 3C. The associated Preliminary Plat was approved by City Council on November 14, 2023.

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

The Final Plat of Olde Savannah Phase 3C will legally divide approximately five point zero-two (5.02) acres of land into nineteen (19) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 763 linear feet of new street and 923 linear feet of new sidewalk.

City Staff has reviewed the Final Plat for Olde Savannah Phase 3C and has determined that it substantially conforms to the requirements of the Approved Preliminary Plat, in addition to the requirements of the City Code Chapter 410 Subdivision Regulations, and Article V Major Subdivision-Final Plat.

### **Recommended Action**

Staff recommends approval of the Final Plat of Olde Savannah Phase 3C.



**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF  
OLDE SAVANNAH PHASE 3C SUBDIVISION**

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

**WHEREAS**, on or about November 14, 2023, via Resolution 23-R-66, the Council approved the Preliminary Plat for Phase 3C of the Olde Savannah Subdivision; and

**WHEREAS**, Olde Savannah, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of Phase 3C of the Olde Savannah Subdivision; and

**WHEREAS**, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Olde Savannah Phase 3C Subdivision and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

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

- Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of Olde Savannah Phase 3C Subdivision have been met.
- Section 2:** That the Final Plat of Olde Savannah Phase 3C Subdivision (“Attachment 1”), expressly incorporated herein at length, is hereby approved in all respects.
- Section 3:** That the approval of the Final Plat of Olde Savannah Phase 3C Subdivision is contingent upon the same being recorded within sixty (60) days after the approval certificate is signed and sealed under the hand of the City Clerk.
- Section 4:** That neither the construction of structures nor the sale of lots in Olde Savannah Phase 3C Subdivision shall commence until the Final Plat of Olde Savannah Phase 3C Subdivision has been duly approved and recorded as required by law.
- Section 5:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 6:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 7:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**

# FINAL PLAT OLDE SAVANNAH PHASE 3C PART OF THE SW 1/4 OF SECTION 28, TOWNSHIP 28, RANGE 23 REPUBLIC, GREENE COUNTY, MISSOURI

### OWNER/DEVELOPER

OLDE SAVANNAH LLC  
3800 S FREMONT AVE  
SPRINGFIELD MO 65804

### GENERAL NOTES:

- TOTAL AREA: 218,794 SQ FT = 5.02 ACRES (INCLUDES RIGHT-OF-WAY TO BE DEDICATED)
- TOTAL NUMBER OF LOTS: 19
- SMALLEST LOTS: LOT 7 (7,000 SQ.FT.)
- LARGEST LOT: LOT 10 (9,481 SQ.FT.)
- DATE PRELIMINARY PLAT APPROVED: NOVEMBER 14, 2023
- CURRENT ZONING: R1-H HIGH DENSITY SINGLE FAMILY
- SOURCE OF TITLE: BOOK 2021 PAGE 02224721
- BUILDING SETBACKS  
FRONT YARD - 25'  
REAR YARD - 25'  
SIDE YARD - 6'
- SIDE YARD W/ STREET FRONTAGE - 15' UNLESS OTHERWISE NOTED
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0427E, DATED DECEMBER 17, 2010 THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY
- ALL STREET RIGHT OF WAY AND CUL-DE-SAC RADIUS WILL BE 50 FEET
- SIDEWALK WILL BE ON THE NORTH SIDE OF HABERSHAM ST, WEST SIDE OF BARNARD WAY, SOUTH SIDE OF ABERCORN ST
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89
- ALL CURVED LOT LINES WITHIN THE SUBDIVISION ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS
- THE SURVEY SHOWN HEREIN IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
- DRAINAGE EASEMENTS TO BE MAINTAINED BY THE HOMEOWNER

### CERTIFICATE OF TAXES PAID:

THERE ARE NO UNPAID TAXES DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL AND NO UNPAID SPECIAL ASSESSMENTS, WHETHER OR NOT DUE AND PAYABLE AT THE TIME OF PLAT APPROVAL ON ANY OF THE LANDS INCLUDED IN THIS PLAT, AND ALL OUTSTANDING TAXES AND SPECIAL ASSESSMENTS HAVE BEEN PAID ON ALL PROPERTY DEDICATED TO PUBLIC USE.

1728300178  
PARCEL NUMBER

COUNTY COLLECTION OFFICIAL

DATE

### OWNER'S DEDICATION:

AS OWNER I, MIKE SEITZ, MANAGING MEMBER OF OLDE SAVANNAH, LLC HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT. I HEREBY DEDICATE, GRANT, AND CONVEY RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC, MISSOURI. FURTHERMORE, I CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIALLY THE PROPERTY CONVEYED FOR PUBLIC USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED. UPON THE RECORDING OF THIS PLAT, THE LAND HEREIN DESCRIBED SHALL BE KNOWN AS OLDE SAVANNAH PHASE 3C.

MIKE SEITZ, MANAGING MEMBER, OLDE SAVANNAH, LLC

DATE:

### ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI )  
                                  ) SS  
COUNTY OF GREENE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME PERSONALLY APPEARED MIKE SEITZ, TO ME KNOWN, WHO, DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF OLDE SAVANNAH, LLC, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT HE EXECUTED THE FOREGOING INSTRUMENT IN THE NAME OF THE ENTITY, AND THAT HE HAD THE AUTHORITY TO SIGN THE SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN MY OFFICE IN \_\_\_\_\_ COUNTY, MISSOURI.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

### PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°06'33" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.67 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF THE SOUTHWEST QUARTER NORTH 02°06'26" EAST, A DISTANCE OF 516.27 FEET. THENCE LEAVING SAID WEST LINE OF THE SOUTHWEST QUARTER SOUTH 86°46'11" EAST, A DISTANCE OF 430.14 FEET. THENCE SOUTH 02°06'27" WEST, A DISTANCE OF 501.23 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER. THENCE ALONG SAID SOUTH LINE NORTH 88°48'21" WEST, A DISTANCE OF 430.11 FEET TO THE POINT OF BEGINNING. EXCEPTING ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

CONTAINING 218,794 SQUARE FEET OR 5.02 ACRES

### APPROVAL BY THE CITY COUNCIL:

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF OLDE SAVANNAH PHASE 3C, WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF REPUBLIC, AND APPROVED BY GENERAL ORDINANCE NO. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY CLERK

DATE

### CONFORMANCE TO THE LAND USE REGULATIONS ADOPTED BY THE CITY OF REPUBLIC:

I, \_\_\_\_\_, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, THE FINAL PLAT OF OLDE SAVANNAH PHASE 3C, CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

CITY PLANNER -

DATE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	39.27	150.00	15°00'00"	N85° 43' 49"E	39.16
C2	39.27	150.00	15°00'00"	N5° 23' 34"W	39.16
C3	39.27	150.00	15°00'00"	N9° 36' 26"E	39.16
C4	39.27	150.00	15°00'00"	N81° 27' 49"W	39.16
C5	145.05	50.00	166°12'59"	S47° 40' 08"W	99.28
C6	145.01	50.00	166°09'52"	S43° 25' 42"E	99.27

### SURVEYORS DECLARATION:

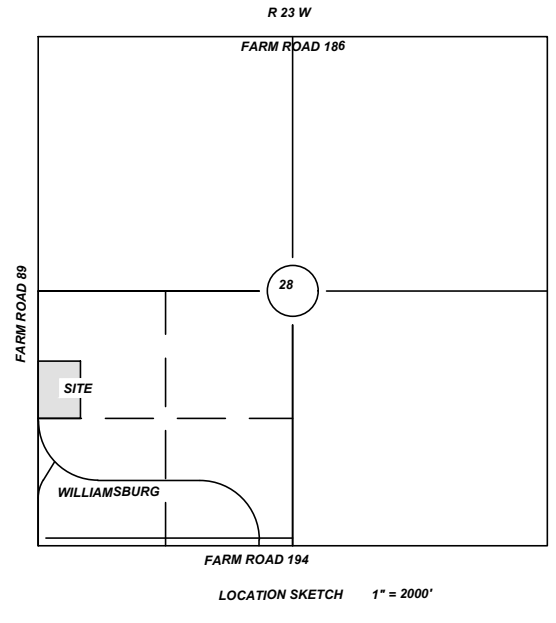
THAT I, JAMES A. VAUGHAN DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE PERMANENT MONUMENT AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JAMES A. VAUGHAN P.L.S. NO. 2555 IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC

DATE PREPARED: MARCH 22nd, 2024

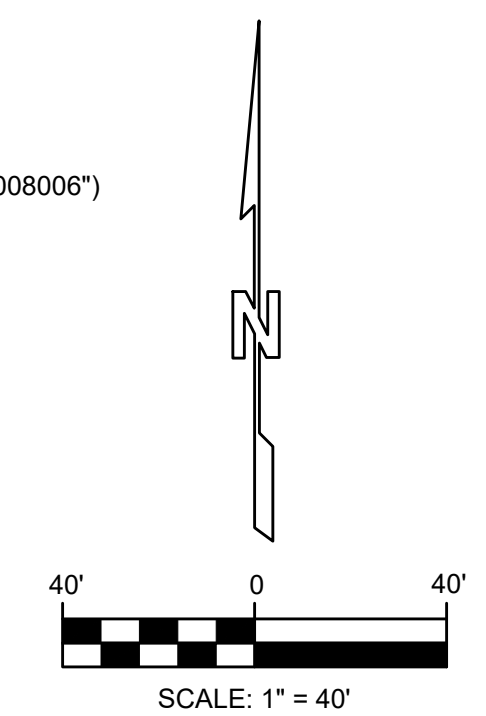
SIGNATURE: \_\_\_\_\_ MO PLS NO. 2555

DATE: \_\_\_\_\_

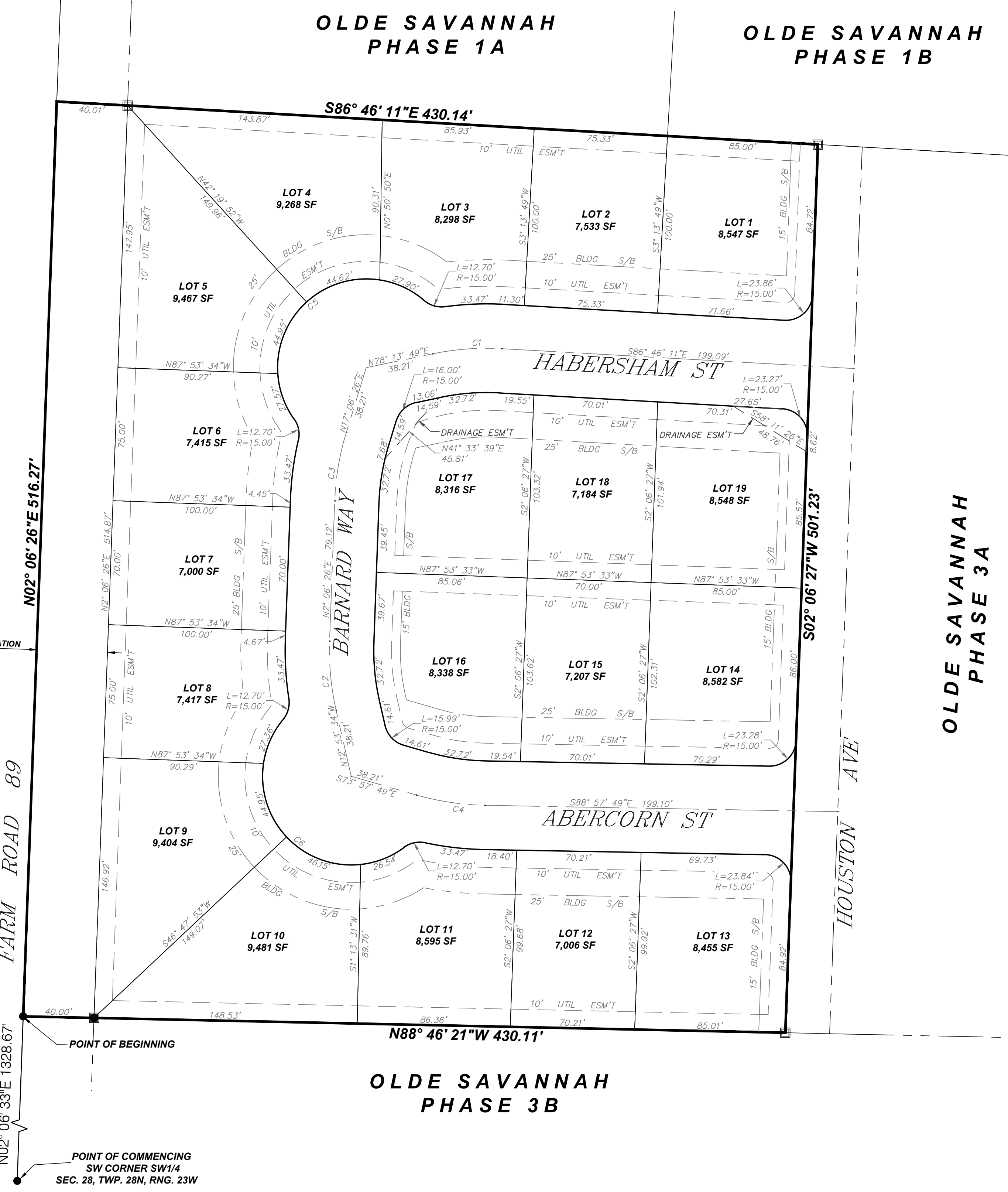
No.:	Revision:	Date:
<b>FINAL PLAT OLDE SAVANNAH PHASE 3C</b>		
<b>SW1/4 SW1/4 SEC 28, T28N, R23W REPUBLIC, GREENE COUNTY, MISSOURI</b>		
Prepared by: <b>CJW</b> CJW Transportation Consultants, L.L.C. Missouri Certificate of Authority #2007008003 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com		
SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=40' VERT. N/A
DATE 03/22/24	DRAWN CJW	SHEET 1 OF 1 SHEETS
DWG	CHECKED CJW	FILE NO. 21151



- ### LEGEND
- EXISTING IRON PIN
  - 5/8" IRON PIN (SEMI PERMANENT 5/8"x18" REBAR PLASTIC CAPPED "LC-2007008006" (SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED)
  - PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"



GRID NORTH MISSOURI STATE PLAN  
COORDINATE SYSTEM 1983: CENTRAL ZONE



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-29 An Ordinance of the City Council Amending Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), of the Municipal Code of the City of Republic, Missouri.

Submitted By: Laura Burbridge, City Clerk  
Megan McCullough, City Attorney

Date: May 7, 2024

### Issue Statement

To amend the Municipal Code in conjunction with the recently passed Charter Amendment #4.

### Discussion and/or Analysis

This code change specifies the criteria for emergency ordinances, along with procedure for proposing and approving the declaration of an item as an emergency. This would require a unanimous vote of all Council Members present for it to be accepted as an emergency. Redline changes are as follows:

#### Chapter 115 Mayor And City Council

#### Article 115-I Mayor And City Council – Generally

#### 115.035 Introduction And Adoption Procedures For Ordinances

- A. Section 3.10~~1~~ of the City Charter provides for two (2) readings of an ordinance before final passage except for emergency ordinances. The vote on final passage is the vote that takes place after the second (2nd) reading of the ordinance or after the reading of an emergency ordinance.

#### Ordinances that may be introduced under the emergency ordinance provision include:

1. Bills concerning the immediate preservation of public peace, property, health, safety, or morals.
2. An appropriation for payment of principal or interest of the public debt.
3. An appropriation for the payment of current expenses of the city government or payment of compromise settlement of damage claims upon recommendations of the City Attorney.
4. Calling an election or providing for the submission of a proposal to the people.
5. Any ordinance fixing any tax rate or assessment.
6. Any ordinance relating to the public improvement to be paid for by special assessment.

- B. An ordinance is introduced by filing a Council bill with the City Clerk setting forth the language of the ordinance to be considered.
- C. Generally, a Council bill is to be filed before the agenda of the meeting at which the bill is to be considered is posted so that consideration of the Council bill can be set forth on the agenda unless unusual or unforeseen circumstances prevent the filing of the Council bill before the posting of the agenda. In that case, the Council bill should be filed as soon as possible with a written explanation as to the unusual or unforeseen circumstances.
- D. The call for the reading of an ordinance is by motion and second with approval of a majority of the Council. Upon approval of the call for the reading, the City Clerk may read the ordinance by title. After the reading of the bill, discussion may follow and such motions or actions may be made or taken as are deemed appropriate and within the established rules of the Council. There shall, however, be no need for a motion to approve the reading of an ordinance after the City Clerk reads the ordinance.
- E. Upon the close of discussion after the first (1st) reading of the ordinance, the matter shall be placed on the next agenda for second (2nd) reading unless otherwise directed by the Mayor ~~or by a majority~~ **with a unanimous** vote of the Council **members present to have the second (2nd) reading and passage in the same meeting**. An ordinance may be considered for emergency passage after the first (1st) reading, upon a motion and second seeking declaration of an emergency and approval by a majority vote of Council. The ordinance may then be considered for final passage pursuant to the requirements set forth in the Charter for emergency passage. If the motion for emergency consideration or if the ordinance itself fails to receive the required number of votes for emergency passage, then the ordinance shall be treated as a first (1st) reading ordinance for further consideration by Council.
- F. Upon the close of discussion after the second (2nd) reading of an ordinance or after declaration of an emergency, a motion and second to approve final passage of the ordinance shall be in order. Prior to the vote on the motion for final passage, such further discussion or action as may be deemed in order under Council rules may be allowed. Upon the close of discussion, the final passage of the ordinance shall require a majority vote of the entire Council or, in the case of an emergency ordinance, a two-thirds (2/3) vote of the entire Council shall be required for final passage. If a higher number of votes is required for a particular issue by Charter, ordinance or State law, then that number of votes shall be required for final passage of the ordinance.

**Recommended Action**

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I (“GOVERNMENT CODE”), CHAPTER 115 (“MAYOR AND CITY COUNCIL”), ARTICLE 115-I (“MAYOR AND CITY COUNCIL – GENERALLY”), SECTION 115.035 (“INTRODUCTION AND ADOPTION PROCEDURES FOR ORDINANCES”) OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI**

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

**WHEREAS**, on April 2, 2024, an election was held in the City of Republic wherein the citizens voted to, among other things, approve an amendment to Sections 3.10(f) and (g) of the City Charter to allow for the first and second reading of proposed non-emergency Ordinances to occur in a single open Council meeting, if approved by the Council; and

**WHEREAS**, on or about April 16, 2024, via Resolution 24-R-16, the Council certified the election results, officially declaring the validity of the votes cast therein; and

**WHEREAS**, the Council now finds it necessary and appropriate to adopt certain amendments to the Municipal Code provisions affected by the above-mentioned Charter amendment, consistent with the vote of the citizens and the newly adopted Charter language.

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

**Section 1:** Title I (“Government Code”), Chapter 115 (“Mayor And City Council”), Article 115-I (“Mayor And City Council – Generally”), Section 115.035 (“Introduction And Adoption Procedures For Ordinances”), is hereby amended to read as follows:

**Chapter 115 Mayor And City Council**

**Article 115-I Mayor And City Council – Generally**

**115.035 Introduction And Adoption Procedures For Ordinances**

A. Section 3.10~~1~~ of the City Charter provides for two (2) readings of an ordinance before final passage except for emergency ordinances. The vote on final passage is the vote that takes place after the second (2nd) reading of the ordinance or after the reading of an emergency ordinance. **Ordinances that may be introduced under the emergency ordinance provision include:**

1. **Bills concerning the immediate preservation of public peace, property, health, safety, or morals.**
2. **An appropriation for payment of principal or interest of the public debt.**
3. **An appropriation for the payment of current expenses of the city government or payment of compromise settlement of damage claims upon recommendations of the City Attorney.**
4. **Calling an election or providing for the submission of a proposal to the people.**
5. **Any ordinance fixing any tax rate or assessment.**

**6. Any ordinance relating to the public improvement to be paid for by special assessment.**

- B. An ordinance is introduced by filing a Council bill with the City Clerk setting forth the language of the ordinance to be considered.
- C. Generally, a Council bill is to be filed before the agenda of the meeting at which the bill is to be considered is posted so that consideration of the Council bill can be set forth on the agenda unless unusual or unforeseen circumstances prevent the filing of the Council bill before the posting of the agenda. In that case, the Council bill should be filed as soon as possible with a written explanation as to the unusual or unforeseen circumstances.
- D. The call for the reading of an ordinance is by motion and second with approval of a majority of the Council. Upon approval of the call for the reading, the City Clerk may read the ordinance by title. After the reading of the bill, discussion may follow and such motions or actions may be made or taken as are deemed appropriate and within the established rules of the Council. There shall, however, be no need for a motion to approve the reading of an ordinance after the City Clerk reads the ordinance.
- E. Upon the close of discussion after the first (1st) reading of the ordinance, the matter shall be placed on the next agenda for second (2nd) reading unless otherwise directed by the Mayor ~~or by a majority~~ **with a unanimous** vote of the Council **members present to have the second (2nd) reading and passage in the same meeting.** An ordinance may be considered for emergency passage after the first (1st) reading, upon a motion and second seeking declaration of an emergency and approval by a majority vote of Council. The ordinance may then be considered for final passage pursuant to the requirements set forth in the Charter for emergency passage. If the motion for emergency consideration or if the ordinance itself fails to receive the required number of votes for emergency passage, then the ordinance shall be treated as a first (1st) reading ordinance for further consideration by Council.
- F. Upon the close of discussion after the second (2nd) reading of an ordinance or after declaration of an emergency, a motion and second to approve final passage of the ordinance shall be in order. Prior to the vote on the motion for final passage, such further discussion or action as may be deemed in order under Council rules may be allowed. Upon the close of discussion, the final passage of the ordinance shall require a majority vote of the entire Council or, in the case of an emergency ordinance, a two-thirds (2/3) vote of the entire Council shall be required for final passage. If a higher number of votes is required for a particular issue by Charter, ordinance or State law, then that number of votes shall be required for final passage of the ordinance.

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

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

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**





## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-20 A Resolution of the City Council Authorizing the Builds Department to Purchase Itron, Inc. Radio Endpoints for Residential and Commercial Water Meters from United Systems & Software.

Submitted By: **Eric Brown, Operations Manager**

Date: May 7, 2024

### Issue Statement

To approve the purchase of 600 radio endpoints to improve the meter reading process.

### Discussion and/or Analysis

The BUILDS Department needs to order 600 ERT's (radio endpoints) for residential and commercial water meters. These radios are used by Meter Technicians for accurate meter readings in significantly less time. ERT's are automatically installed on all new water meters in the city. The ERT's are approximately \$110 each for a total amount of \$66,000. This purchase will be made using Impact Fees designated specifically for water/wastewater infrastructure improvements. We are requesting a NTE amount of \$70,000 to encapsulate any unexpected expenses with this purchase.

Because the City utilizes Itron software for radio readings, Itron is the sole provider for the ERT's needed for software compatibility. We have attached the quote, sole provider documentation, and a memorandum signed by former Asst. City Administrator, Andrew Nelson, approving the purchase.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE BUILDS DEPARTMENT TO PURCHASE ITRON, INC. RADIO ENDPOINTS FOR RESIDENTIAL AND COMMERCIAL WATER METERS FROM UNITED SYSTEMS & SOFTWARE**

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

**WHEREAS**, the BUILDS Department has identified a need for the purchase and installation of six hundred (600) radio endpoints for the purpose of obtaining accurate, timely meter readings from the City’s residential and commercial water meters; and

**WHEREAS**, the City currently utilizes software provided by Itron Inc. for performing such readings, and to ensure compatibility with the City’s current software system, the City must purchase the needed radio endpoints through United Systems & Software, the sole authorized distributor of the compatible equipment in the State of Missouri; and

**WHEREAS**, upon review of the materials provided and presentation by City staff, the Council finds it is in the best interest of the City to purchase the radio endpoints needed for meter readings from Itron Inc. through United Systems & Software at the pricing shown on the quote provided to the City, not to exceed a total cost of \$70,000 without separate, additional approval from the Council.

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

**Section 1.** The City Administrator, or his designee, on behalf of the City, is authorized to purchase the identified radio endpoints from United Systems & Software, who the Council has confirmed to be the sole authorized distributor of the needed equipment within the State of Missouri, at the pricing shown on the quote attached hereto as “Attachment 1” and incorporated herein by reference, but not to exceed a total cost of \$70,000.00 without separate, additional approval of the Council.

**Section 2.** The City Administrator, or his designee, on behalf of the City, is authorized to take all other reasonable, necessary steps to implement this Resolution.

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

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

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

\_\_\_\_\_  
Eric Franklin, Mayor

**Attest:**

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**



To: David Cameron, City Administrator  
From: Andrew Nelson, Asst. City Administrator – Community Development  
Cc: Bob Ford, Finance Director  
Eric Brown, Operations Manager  
Date: February 22, 2024  
  
Re: Sole Source Distributor for Itron ERT’s – United Systems & Software

---

Mr. Cameron,

United Systems & Software (USS) is the only Authorized Itron Water Distributor in Missouri. In this capacity, they are the only company that is authorized to sell Itron ERT’s (radio endpoints) – see attached memorandum from Sales Manager, Tracy Wright, from February 2023.

The City utilizes Itron software for remote radio reading of water meters and the Itron ERT’s are compatible with this software. All ERT’s installed in the City are Itron and all new meters are equipped with the radio ERT’s.

Please reach out for additional information, if needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AN', is written over a faint circular stamp.

Andrew Nelson  
Asst. City Administrator – Community Development  
City of Republic, MO



February 27, 2023

To Our Valued Itron Utility Customer:

Please accept this letter as confirmation that effective January 1, 2023, United Systems & Software (USS) is the only Authorized Itron Water Distributor in your State. In this capacity, they are the only company that is authorized to sell Itron water ERT's (radio endpoints).

USS has been a Direct Itron Distributor since 1999. USS is a technical services firm that specializes in the deployment of automated metering systems. Over the years, USS has deployed several hundred Itron AMR & AMI systems. In addition, USS has in-house, Itron certified technicians to train and assist customers with their Itron metering solutions. USS is the Authorized Itron Distributor in these states: KY, IL, MO, MN, WI, MI, IN, OH, AR, TN, LA, MS, AL, GA, WV, VA, NC & SC.

Depending on your State and local bidding laws, this letter may serve as sole source provider documentation for Itron products. As such, you may not be required to bid your Itron purchases.

If you have any questions, or if I can provide any further information, please feel free to contact me directly.

Sincerely,

Tracy Wright

Itron, Inc.

Channel Sales Manager

e-mail: [tracy.wright@itron.com](mailto:tracy.wright@itron.com)

Phone: 865.356.3546



AMR / AMI | SOFTWARE | WATER LOSS



# Quotation

**For:**

Lori Brown – City of Republic, MO  
Phone: 417-256-7176 - Email: [LBrown2@republicmo.com](mailto:LBrown2@republicmo.com)

**Prepared By:**

Alex Boyd, United Systems  
P.O. Box 547 – 91 Southwest One Blvd, Benton, KY 42025  
Phone: 270.527.3293 - Email: [alex@united-systems.com](mailto:alex@united-systems.com)

<b>Date</b>	<b>PO Number</b>	<b>Shipping Method</b>	<b>Shipping Terms</b>	<b>Delivery Date</b>
May 1, 2024	TBD	Best Way	Shipping Not Included	~30 Days

QTY	Item # - Description	Unit Price - \$	Line Total - \$
Itron-			
600	ERW-1300-402 100W+ Encoder with Integral Connector & Antenna Connector	\$110.00	\$66,000.00
<b>TOTAL</b>			<b>\$66,000.00</b>

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for thirty (30) days from the quotation date, unless modified in writing by USS prior to USS acceptance.



February 19, 2024

Dear Valued Itron Utility Customer,

Itron and our authorized distributors are continually evaluating ways to better serve you and deliver the best service, support and buying experience possible. With your success in mind, please note that United Systems & Software, Inc. is the only *Authorized Itron Water Distributor* in your state. United Systems & Software, Inc. has received the necessary training and certification levels to represent Itron to our shared customers—and in this capacity, United Systems & Software, Inc. is the only company that is authorized to sell Itron water ERTs (radio endpoints) in your area.

As of November 2021, Itron is the exclusive supplier of Diehl Metering HYDRUS Ultrasonic water meters with the Itron in-line connector (ILC) in North America. All meter sales with ILC must go through Itron and/ or one of its affiliates.

United Systems & Software, Inc. is the Authorized Itron Water Distributor in these states: AL, AR, DE, D.C., FL, GA, IL, IN, KY, LA, MD, MI, MN, MO, MS, NC, OH, PA, SC, TN, VA, WI, and WV.

United Systems & Software, Inc. is the Authorized Itron Gas Distributor in these states: AL, IL, IN, KY, MI, MS, OH, and TN.

Depending on your state and local bidding laws, this letter may serve as sole source provider documentation for Itron products. As such, you may not be required to bid your Itron purchases.

If you have any questions, or if I can provide any further information, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Ford", is written in a cursive style.

Nicole Ford  
Sr. Channel Sales Manager

---

**Itron**  
2111 N. Molter Road  
Liberty Lake, WA 99019  
[www.itron.com](http://www.itron.com)

**United Systems & Software, Inc.**  
91 Southwest One Blvd  
Benton, KY 42025  
[www.united-systems.com](http://www.united-systems.com)



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-21 A Resolution of the City Council Awarding the Bid for Water Main Materials for Iron Grain District Phase 2 to Springfield Winwater Works.

Submitted By: **Eric Brown, Operations Manager**

Date: May 7, 2024

### Issue Statement

A Resolution Of The City Council Awarding The Bid For Water Main Materials For Iron Grain District Phase 2 To Springfield Winwater Works.

### Discussion and/or Analysis

The BUILDS Department will be installing approximately 1,800 linear feet of waterline at the Iron Grain District. This additional infrastructure is part of Phase 2 of the Iron Grain District project that will eventually include residential apartment buildings. Bids were solicited for all waterline materials with Springfield Winwater being the only bid submittal in the amount of \$75,701.69. All material expenses for this project will be reimbursed by Iron Grain District, LLC and Magers Republic No. 3C, LLC per the amended developers agreement approved by City Council on October 17, 2023.

The full bid and amended developers agreement are attached.

### Recommended Action

Staff recommends approval.



RESOLUTION NO. 24-R-21

**A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WATER MAIN MATERIALS FOR IRON GRAIN DISTRICT PHASE 2 TO SPRINGFIELD WINWATER WORKS**

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

**WHEREAS**, the City recently published an Invitation for Bids (“IFB”) for the supply of water main materials to be used in connection with the installation of waterline as part of Phase 2 of the Iron Grain District project (the “Project”); and

**WHEREAS**, the City received only one (1) bid in response to its IFB, submitted by Springfield Winwater Works (“Winwater”); and

**WHEREAS**, per Winwater’s submission, the estimated cost of the requested materials is \$75,701.69, for which the City will be fully reimbursed by Iron Grain District, LLC and Magers Republic No. 3C, LLC pursuant to the amended developers agreement previously approved by the Council on October 17, 2023; and

**WHEREAS**, after hearing presentation and recommendations by City staff, the City Council desires to accept Winwater’s bid as it was the sole submission received by the City and appears to demonstrate all necessary qualifications for a responsible bid.

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

- Section 1.** The bit submitted by Springfield Winwater Works, attached and labeled “Exhibit 1” and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, such amounts to be reimbursed to the City by Iron Grain District, LLC and Magers Republic No. 3C, LLC pursuant to the amended developers agreement previously approved by the Council on October 17, 2023.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall take effect after passage as provided by law.

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

\_\_\_\_\_  
Eric Franklin, Mayor

RESOLUTION NO. 24-R-21

**Attest:**

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

Final Passage and Vote:



## City of Republic - Invitation for Bid

### Water Main Materials for Iron Grain District Phase 2

**SEALED BIDS MUST BE RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. ON FRIDAY, APRIL 12.** Bids will be opened by the City at Republic BUILDS Department at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

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

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name (“Iron Grain District Phase 2”)** clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid on all requested categories, but it is encouraged.
- Bids will be taken to the City Council for approval on **Tuesday, April 16**. Notice to proceed shall follow no later than Wednesday, April 3 following approval granted by City Council.

**DESCRIPTION:**

A complete set of plans for this project is included for reference. This bid is for waterline materials only – gravel is not included. A separate bid for gravel has been issued.

**ESTIMATED MATERIALS & QUANTITIES\*:**

Material	Quantity	Metric
12"x8" Stainless Steel Tap Saddle for Class 200 Pipe	1	EACH
8" SDR21 Class 200 Pipe	1700	FEET
8" c900 PVC Pipe	20	FEET
8" PVC Mega Lug	47	EACH
8" Trans Gaskets	47	EACH
8" Gate Valves (Left Hand Open)	9	EACH

8"x8"x8" MJ Tee	3	EACH
8" MJ Plugs	3	EACH
8" MJ Gaskets	5	EACH
8" MJ 22.5	2	EACH
8" MJ 45	2	EACH
8" Flange x MJ Gate Valve (Left Hand Open)	1	EACH
8" Flange Pack with Bolts	1	EACH
8"x8"x6" MJ Tee	4	EACH
6" c900 PVC Pipe	100	FEET
6" MJ Gaskets	24	EACH
6" PVC Mega Lug	8	EACH
6" Bell Joint Restraints for c900 PVC Pipe	4	EACH
6" MJ Gate Valve (Left Hand Open)	4	EACH
6"x18" Anchor Coupling	4	EACH
5 ¼ Four-Foot Bury Hydrant (Safety Yellow)	4	EACH
2" Valve x Valve Meter Setter (15" Tall Preferable)	4	EACH
1-Gallon Tub of Pipe Lube	4	EACH
T Bolts	450	EACH
Screw Top Valve Boxes	14	EACH
Tracer Wire	2000	FEET
Tracer Wire Connectors	20	EACH

**\*Quantities and supplies are subject to change as the project evolves.**

**SCHEDULE:**

City intends to take the winning bid to City Council for Approval on Tuesday, April 16, 2024, with Notice to Proceed to follow no later than Wednesday, April 17, 2024.

**Inquiries:** All inquiries for information should be directed to:

Eric Brown, Operations Manager  
 BUILDS Department, City of Republic  
[ebrown@republicmo.com](mailto:ebrown@republicmo.com)

**Important Notice Regarding Competitive Bidding:**

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

## TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic BUILDS Department, located at 4221 S. Wilsons Creek BLVD, at 3:00 P.M. on Wednesday, March 20. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
  - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
  - c. Arrangements may be made for their return at the Bidder’s request and expense.
  - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
  - e. Bids sent by email will not be accepted.

**Sealed and Marked:** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

City of Republic  
C/O City Clerk, Laura Burbridge  
213 N. Main  
Republic MO 65738

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
  - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
  - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
    1. A single line (strike-through) to the entered text needing correction, and
    2. The corrected text written above the strike-through text, and
    3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
  - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
  - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
  - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
  - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
  - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
  - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
  - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
  - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
  - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
  - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
  - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
  - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
  - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
19. **Bid Form:** All blank spaces must be completed with the appropriate response.
  - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
  - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
  - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.
20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.
23. **Prices:** Bids must include both unit price and extended total.
  - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
  - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
  - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
  - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - e. Payment terms shall be Net 30 if not otherwise specified.
  - f. Pre-payment terms are not acceptable.
24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).
25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
  - a. Brand or trade names referenced in specifications are for comparison purposes only.
  - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the



detailed drawings and specifications, certified operation and test data, and experience records.

- a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
- b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
  - a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
  - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
  - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
  - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

- c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
  - d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.
33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
  - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
  - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):**

Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

38. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$100 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
39. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
  - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
40. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
  - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or

entity/individual who sold the item(s) for full credit and reimbursement or replacement.

- c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
46. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.
  47. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
  48. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
  49. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
  50. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

**ATTACHMENT A - BID SUBMISSION FORM**

**BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:**

Description of Work	Price
<p>Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.</p> <p>A Bid Submission form template should be developed for all pricing options/alternatives presented.</p> <p><b>Please note any of the following:</b></p> <ul style="list-style-type: none"> <li>• Any labor personnel requests of the City of Republic for this project.</li> <li>• Any other requests or responsibilities of the City of Republic for this project.</li> </ul>	<p>Tier I: _____</p> <p>Tier II: _____</p> <p>Tier III: _____</p> <p>Total Cost: <u>\$ 75,701.69</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p><b>City of Republic, Missouri</b></p> <p><b>IFB for: Iron Grain District Phase 2</b></p> <p><b>Republic, MO 65738</b></p>	<p><b>Company Legal Name:</b> <u>Springfield Winwater Works</u></p> <hr/> <p><b>Address:</b> <u>1151 S. Scenic Ave</u> <u>Springfield mo. 65802</u></p> <hr/> <p><b>Signature:</b> <u>R. Baultinghouse</u></p> <hr/> <p><b>Name and Title:</b> <u>Randy Baultinghouse - Sales Agent</u></p>
<p>Telephone: <u>(417) 865-9000</u></p> <p>Cellular: <u>(417) 321-2206</u></p> <p>Email: <u>spf1d winwater 3 e yahoo.com</u></p>	<p>Dated: <u>4-10-2024</u></p> <p>Bidder's Federal ID Number: <u>431566884</u></p>



1151 SOUTH SCENIC  
SPRINGFIELD, MO 65802

PHONE (417) 865-9000  
FAX (417) 865-9667

Job Name Item 14.

Iron Grain Phase 2 Water Main

Quote No.	Date	Page
0014177	4/10/24	1
Expiration Date		4/25/24
Revised Date		4/10/24
Bid Due Date		4/10/24

*Quoted To Customer*  
CITY OF REPUBLIC  
ATTN ACCOUNTS PAYABLE  
213 N MAIN AVE  
REPUBLIC, MO 65738-1472  
  
Phone (417) 732-3400  
Fax (417) 732-3499

*Quoted By*  
Randy Boultinghouse  
spfldwinwater3@yahoo.com  
(417) 865-9000

Customer	Payment Terms	Quoted To	Salesperson	FOB
000825	NET 30	Brad	RANDY BOULTINGHOUSE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	12" X 8" STAINLESS TAP SLEEVE 432-1275 X 8	1584.9900		1584.99
2.0	1700	8X20 PVC SDR21 200PSI GJ GASKET JOINT	15.1500	FT	25755.00
3.0	20	8X20 C900 DR18 CL235 GJ	19.8700	FT	397.40
4.0	47	2008PV 8 PVC MEGALUG 1508 DUAL WEDGE ORANGE	59.9000	EA	2815.30
5.0	47	8 DI MJXIPS TRANSITION GASKET	10.8300	EA	509.01
6.0	9	8 MJ RS VALVE OL MJXMJ,RW,2" OP NUT	1489.5200	EA	13405.68
7.0	3	8 DI MJ TEE	251.1100	EA	753.33
8.0	3	8 DI MJ PLUG SOLID	92.5500	EA	277.65
9.0	5	8 DI MJ GASKET	7.0400	EA	35.20
10.0	2	8 DI MJ 22-1/2	134.7600	EA	269.52
11.0	2	8 DI MJ 45	138.0000	EA	276.00
12.0	1	8 MJXFLG RS GATE VALVE OL MJXFL,RW,2" OP NUT	1445.4500	EA	1445.45
13.0	1	8" 125/150 FFRR 1/8" FLG KIT ***** Begin Components *****	41.0800	EA	41.08
	1	8 1/8 FFRR FLG GASKET ONLY		EA	
	1	8 FLG BOLTS ONLY ***** End Components *****		EA	
14.0	4	8X6 DI MJ TEE	207.8200	EA	831.28
15.0	100	6X20 C900 DR18 CL235 GJ	11.5800	FT	1158.00
16.0	24	6 DI MJ GASKET	6.5000	EA	156.00
17.0	8	2006PV 6 PVC MEGALUG 1506 DUAL WEDGE ORANGE	40.5200	EA	324.16
18.0	4	6 1506 BELL RESTRAINT PVC C900 RESTRAINT (CU:2507421)	55.7400	EA	222.96
19.0	4	6 MJ RS VALVE OL MJXMJ,RW,2" OP NUT	925.0200	EA	3700.08
20.0	4	6X18 ANCH COUPLING	209.9800	EA	839.92
21.0	4	MED 3W 5-1/4 6MJ NST 4'0 BURY SAFETY YELLOW	2912.0900	EA	11648.36
22.0	4	720B712WWFF 775 METERSETTER NL 6020NL-712F7F7-UUB	1512.4400	EA	6049.76
23.0	4	1 GAL OF LUBE	13.5400	EA	54.16
24.0	450	3/4 X 4 MJ T-BOLTS (CU:312122)	2.3500	EA	1057.50



Job Name	Item 14.
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Iron Grain Phase 2 Water Main
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Quote No.	Date	Page
0014177	4/10/24	2
Expiration Date		4/25/24
Revised Date		4/10/24
Bid Due Date		4/10/24

Line	Qty.	Description	Unit Price	UOM	Extended Price
25.0	14	562-S SCREW TYPE VALVE BOX	111.2500	EA	1557.50
26.0	2000	12 GAUGE TRACER WIRE (500 FT SPOOLS) BLUE 30MILL	.1900	FT	380.00
27.0	20	KING 90120 DRYCONN DIR BRY LUG	7.8200	EA	156.40

Tax Area Id	Net Sales	75,701.69
260771210	Freight	.00
	Tax	.00
	Quotation Total	75,701.69

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS**  
**Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,**  
**and Section 292.675 RSMo., effective August 28, 2009**

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.



1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
  - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*
2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU)). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.  
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF GREENE    )

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Randy Boultinghouse (Name) who is Sales Agent (Title) of Springfield Winwater Works (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

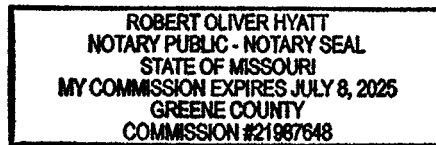
R. Zultyl  
Signature

Randy Boultinghouse  
Printed Name

Subscribed and sworn to before me this 10<sup>TH</sup> day of APRIL, 2024.

[Signature]  
Notary Public

My commission expires: JULY 8 2025



Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer, Your Company Name** \_\_\_\_\_

**John Doe** \_\_\_\_\_

Name (Please type or print)

\_\_\_\_\_ Title

**Electronically Signed** \_\_\_\_\_

Signature

\_\_\_\_\_ Date

**Verification**

**Department of Homeland Security Division** \_\_\_\_\_

**USCIS Verification Division** \_\_\_\_\_

Name (Please type or print)

\_\_\_\_\_ Title

**Electronically Signed** \_\_\_\_\_

Signature

\_\_\_\_\_ Date

Sample  
E-Verify  
Memo of  
Understanding - MOU  
Electronic Signature  
Page

City of Republic, Missouri  
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

X We DO NOT take exception to the IFB Documents/Requirements.

\_\_\_\_ We TAKE exception to the IFB Documents/Requirements as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Springfield Winwater Works ADDENDA

By R. Zultys  
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address 1151 S. Scenic Ave  
Springfield MO 65802

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Telephone Number (417)-865-9000

Addendum No. \_\_\_\_\_

Fax Number (417) 865-9667

Addendum No. \_\_\_\_\_

Date 4-10-2024

Email Spfldwinwater3@yahoo.com

Federal Tax ID No. 431566884

DBE Vendor (Yes/No): \_\_\_\_\_ Minority Owned: \_\_\_\_\_  
Women Owned: \_\_\_\_\_  
Veteran Owned: \_\_\_\_\_

City of Republic, Missouri  
STATEMENT OF "NO PROPOSAL" / "NO BID"

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

# State of Missouri

## Limited Exemption from Missouri State Sales and Use Tax on Purchases (Political Subdivision)

Issued To:

MISSOURI ID: 12492990

CITY OF REPUBLIC  
213 N MAIN AVE  
REPUBLIC, MO 65738-1472

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. Your agency must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes.
- If your agency engages in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov), or call 573-751-2836.

Notice Number: 2017597353

**MISSOURI PROJECT EXEMPTION CERTIFICATE**

Authorization for Purchasing Construction Materials for Tax Exempt Project  
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

**EXEMPT ENTITY ISSUING CERTIFICATE**

Name: City of Republic, Missouri  
Address: 213 N. Main Avenue  
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990

Letter Effective Date:

Contract Date:

Certificate Expiration Date:

Contract #: \_\_\_\_\_

Revised Expiration Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Auth. Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

**PURCHASING CONTRACTOR OR SUBCONTRACTOR**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**INSTRUCTIONS**

**EXEMPT ENTITY** - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

**CONTRACTOR OR SUBCONTRACTOR** - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

**MATERIAL SUPPLIER** - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

**Bid Submission Form Template**  
 City of Republic, Missouri

Item Description	Quantity	Unit Rate	Extended Cost	Notes
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Bid Cost</b>			\$	



GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES.
- THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
- ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN

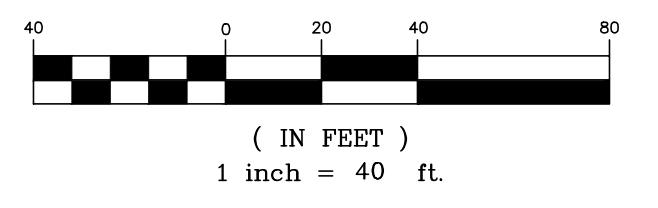
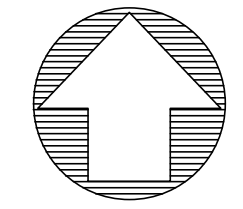
- MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
- CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
  - CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.
  - ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, CITY OF REPUBLIC STANDARD DRAWING DETAILS, AND CITY OF REPUBLIC DESIGN STANDARDS.

# COVER SHEET

## WATER MAIN EXTENSION TO SERVE

### IRON GRAIN MULTI FAMILY

### REPUBLIC, MISSOURI

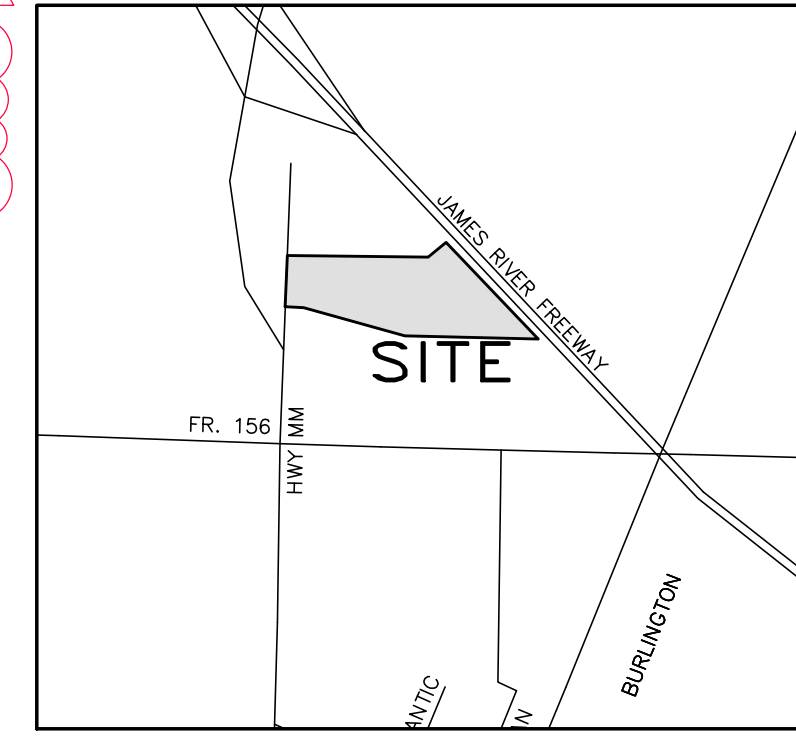


**SHEET INDEX:**

1.	S1	COVER SHEET
2.	S2	WATER LINE A
3.	S3	WATER LINE B
4.	S4	WATER LINE B CONT.
5.	S5	WATER DETAILS

**APPROXIMATE QUANTITIES:**

1,631	LF	8" SDR 21 CLASS 200 WATER LINE
92	LF	6" DUCTILE IRON PIPE (MAY UTILIZE C900 IN LIEU OF DUCTILE IRON AT HYDRANTS)
1	EA	12" x 12" x 8" TAPPING TEE
2	EA	8" x 8" x 8" TEE
4	EA	8" x 8" x 6" TEE
2	EA	8" ELBOW (SEE PLANS FOR ANGLE)
10	EA	8" WATER SHUT OFF VALVE
4	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)



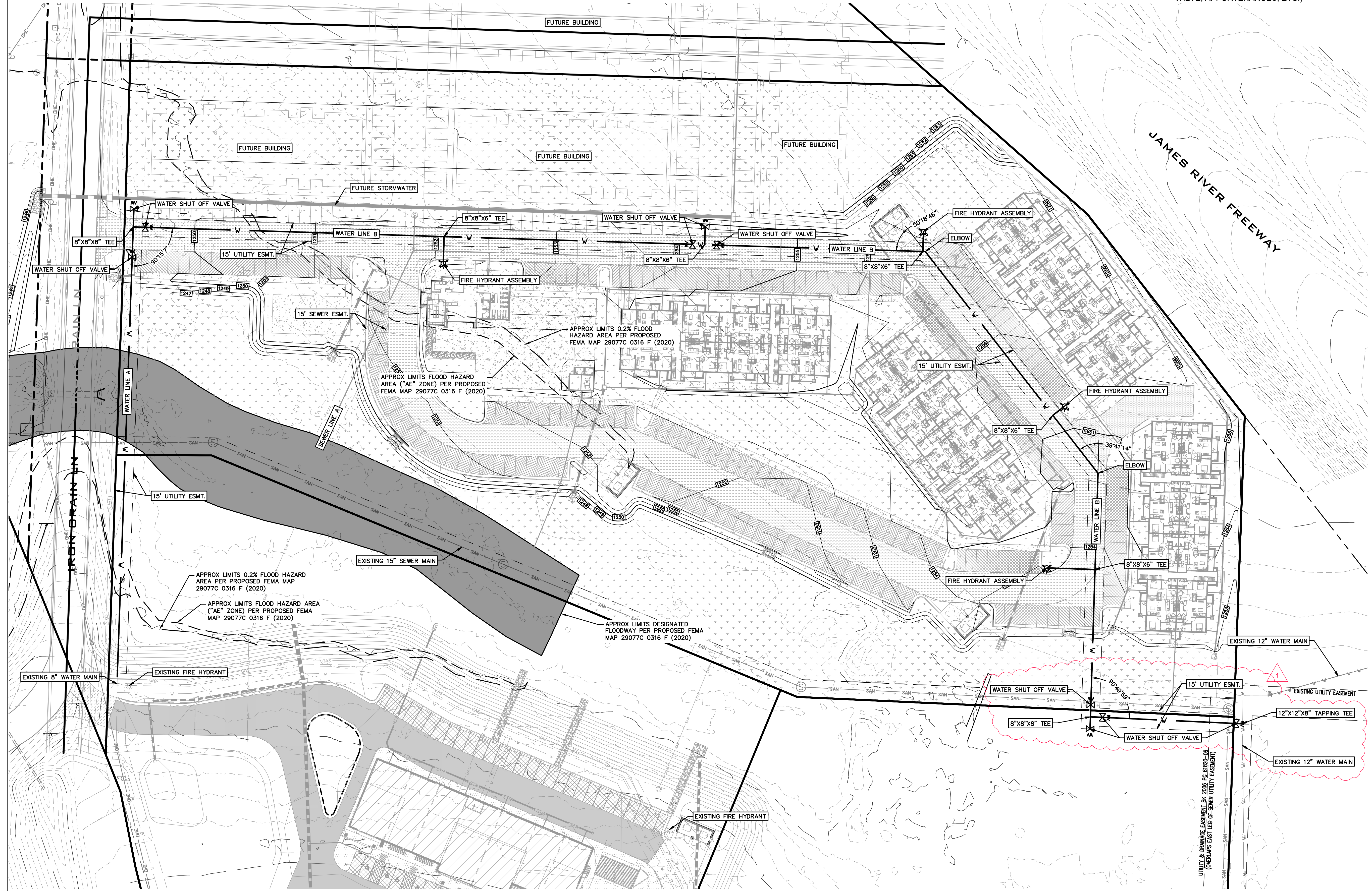
**VICINITY MAP**  
NOT TO SCALE

**LEGEND**

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- ▲ R/W MARKER
- BOUNDARY LINE
- - - R/W LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- ☆ LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CABLE TV LINE
- UNDERGROUND PHONE
- OVERHEAD PHONE
- FIBER OPTIC LINE
- WATER VALVE
- WATER METER
- WATER LINE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS LINE
- FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

**ABBREVIATIONS:**

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET



REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	11/01/23		

SCALE: 1" = 40'

FIELD BY: JS, AL

DRAWN BY: ZNF

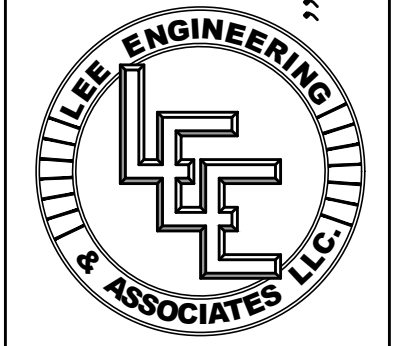
CHECKED BY: DCR

**WATER MAIN COVER SHEET**  
**IRON GRAIN MULTI FAMILY**  
 N BROOKLINE AVE REPUBLIC, MO 65619

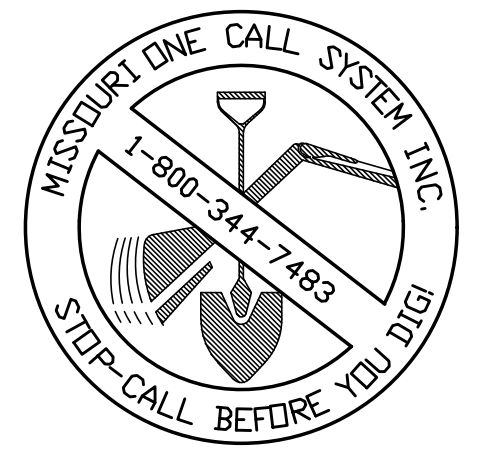
Missouri State Certificate of Authority  
 Engineering #2005015504  
 Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.  
 1200 E. Woodhurst Dr., Suite D200  
 Springfield, Missouri 65804  
 417-886-9100 (phone)  
 417-886-9336 (fax)  
 lee@leeengineering.biz

Engineering with Integrity



Daniel Richards



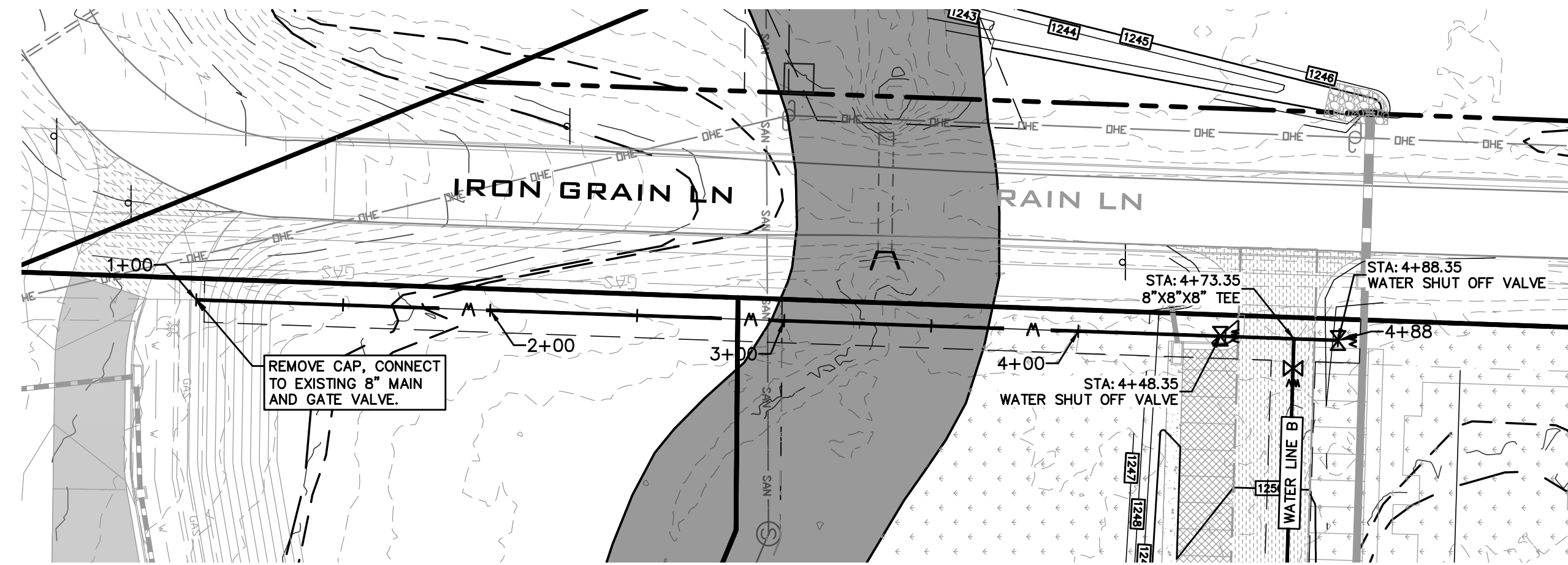
11/01/2023

DATE: 2023-11-01

SHEET: WT-1

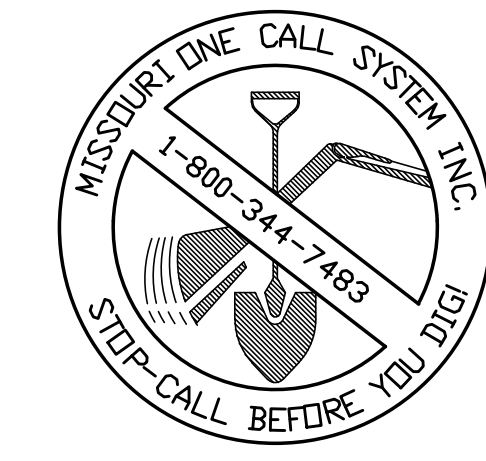
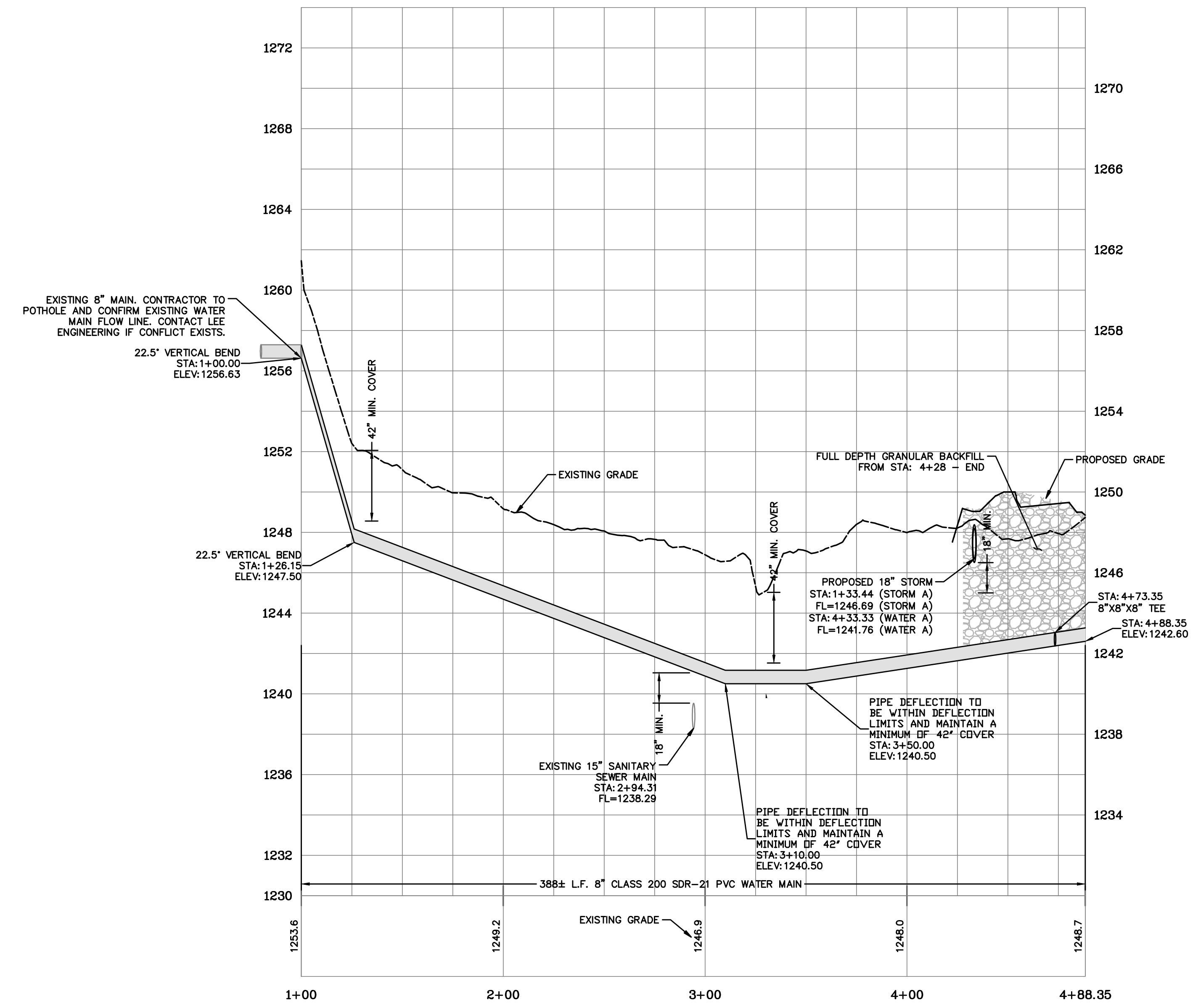
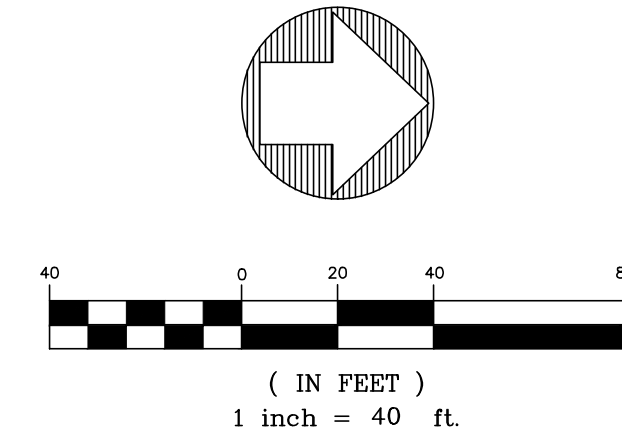
PROJECT: 2123

FILE: Iron Grain Multi Family - Sewer & Water.dwg



**WATER LINE A  
PLAN AND PROFILE**

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



DATE:	11/01/23
REVISIONS:	
ADDENDUM #1	
SCALE: 1" = 40'	
FIELD BY: JS, AL	
DRAWN BY: ZNF	
CHECKED BY: DCR	

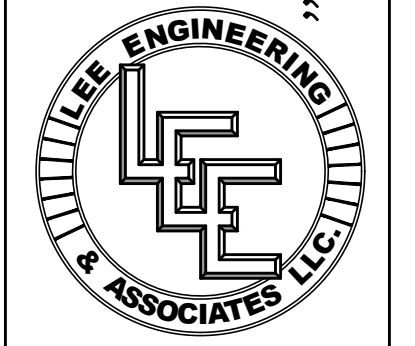
**WATER LINE A**

**IRON GRAIN MULTI FAMILY**

N BROOKLINE AVE REPUBLIC, MO 65619

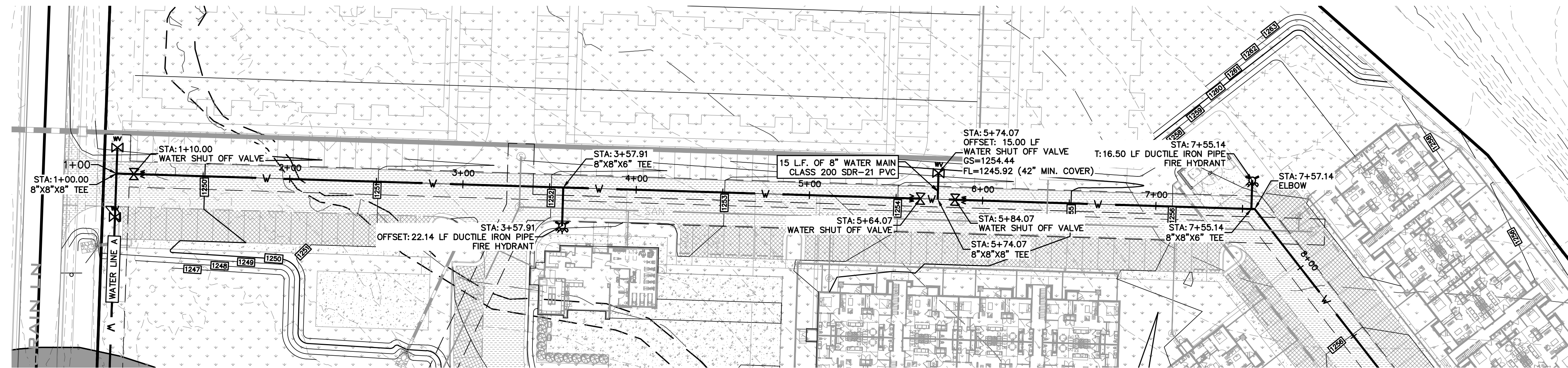
Missouri State Certificate of Authority  
Engineering #2035015504  
Land Surveying #2009028050

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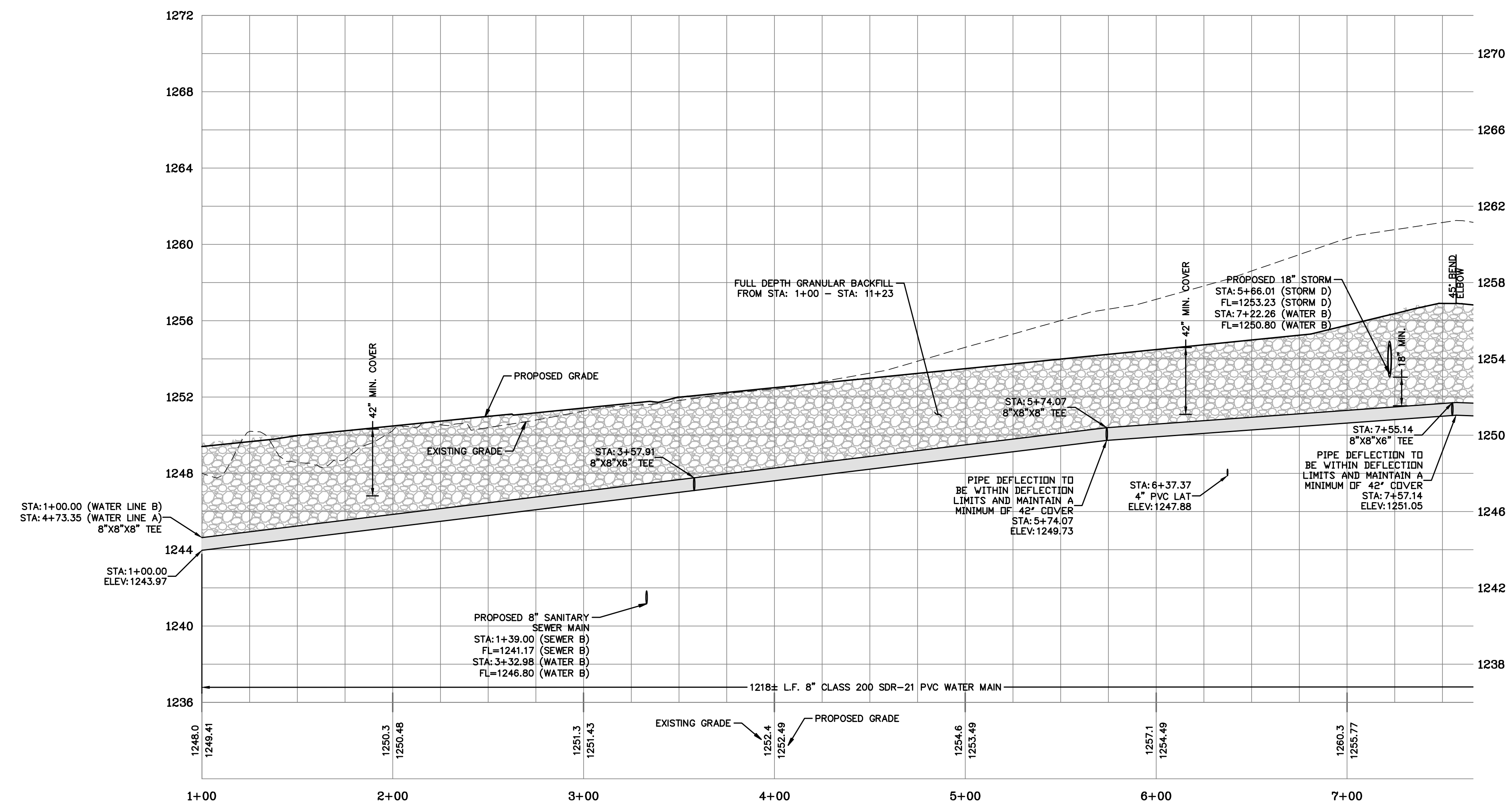
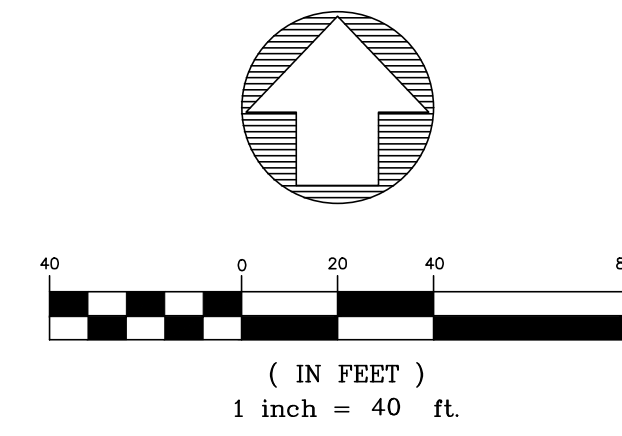


*Daniel Rickards*

DATE: 2024-01-12  
SHEET: WT-2  
PROJECT: 2123  
FILE: Iron Grain Multi Family - Sewer & Water.dwg



**WATER LINE B  
PLAN AND PROFILE**  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

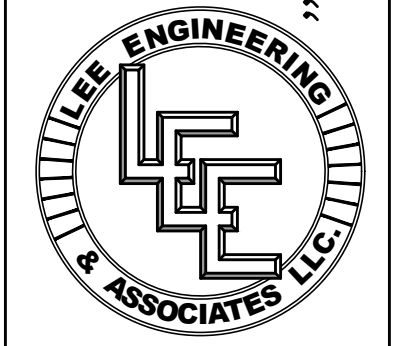


REVISIONS:	DATE:	BY:
ADDENDUM #1	11/01/23	
SCALE: 1" = 40'	FIELD BY: JS, AL	
	DRAWN BY: ZNF	
	CHECKED BY: DCR	

**IRON GRAIN MULTI FAMILY**  
N BROOKLINE AVE REPUBLIC, MO 65619

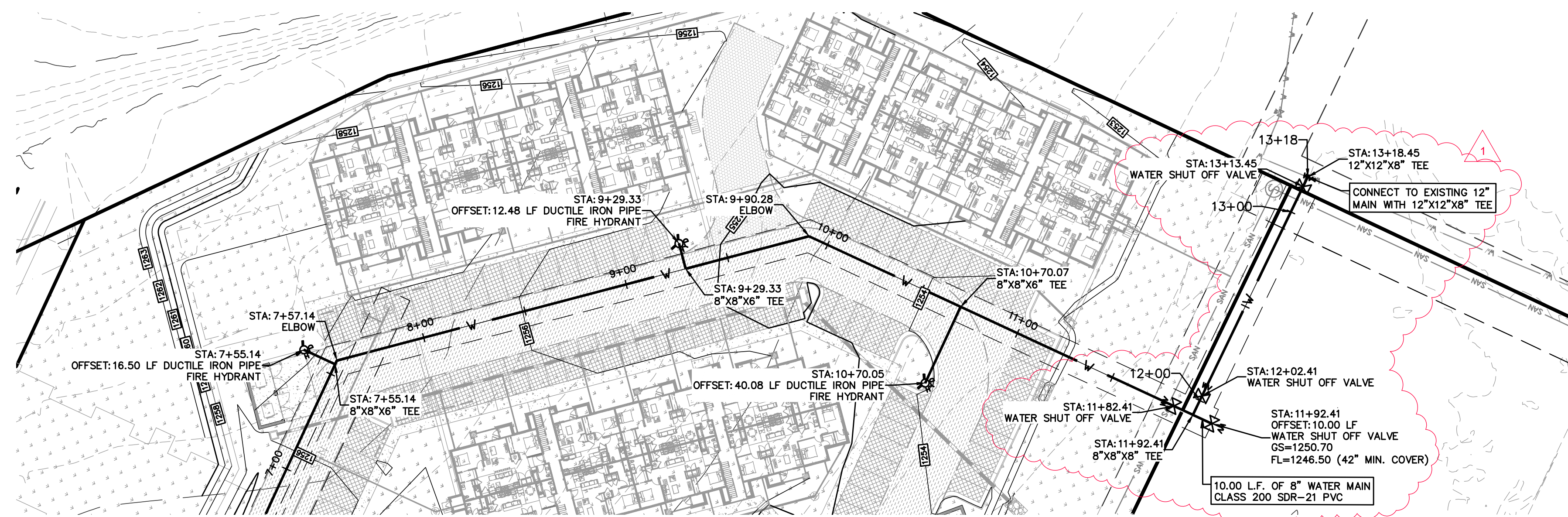
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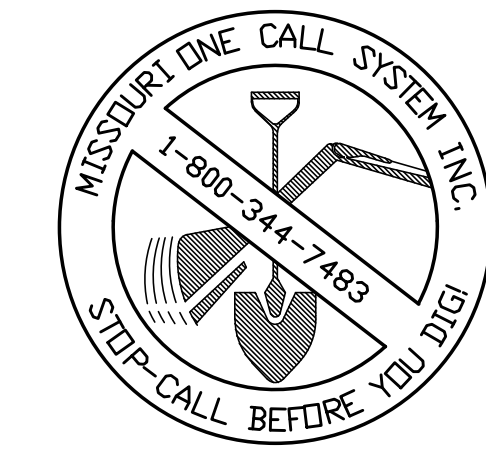
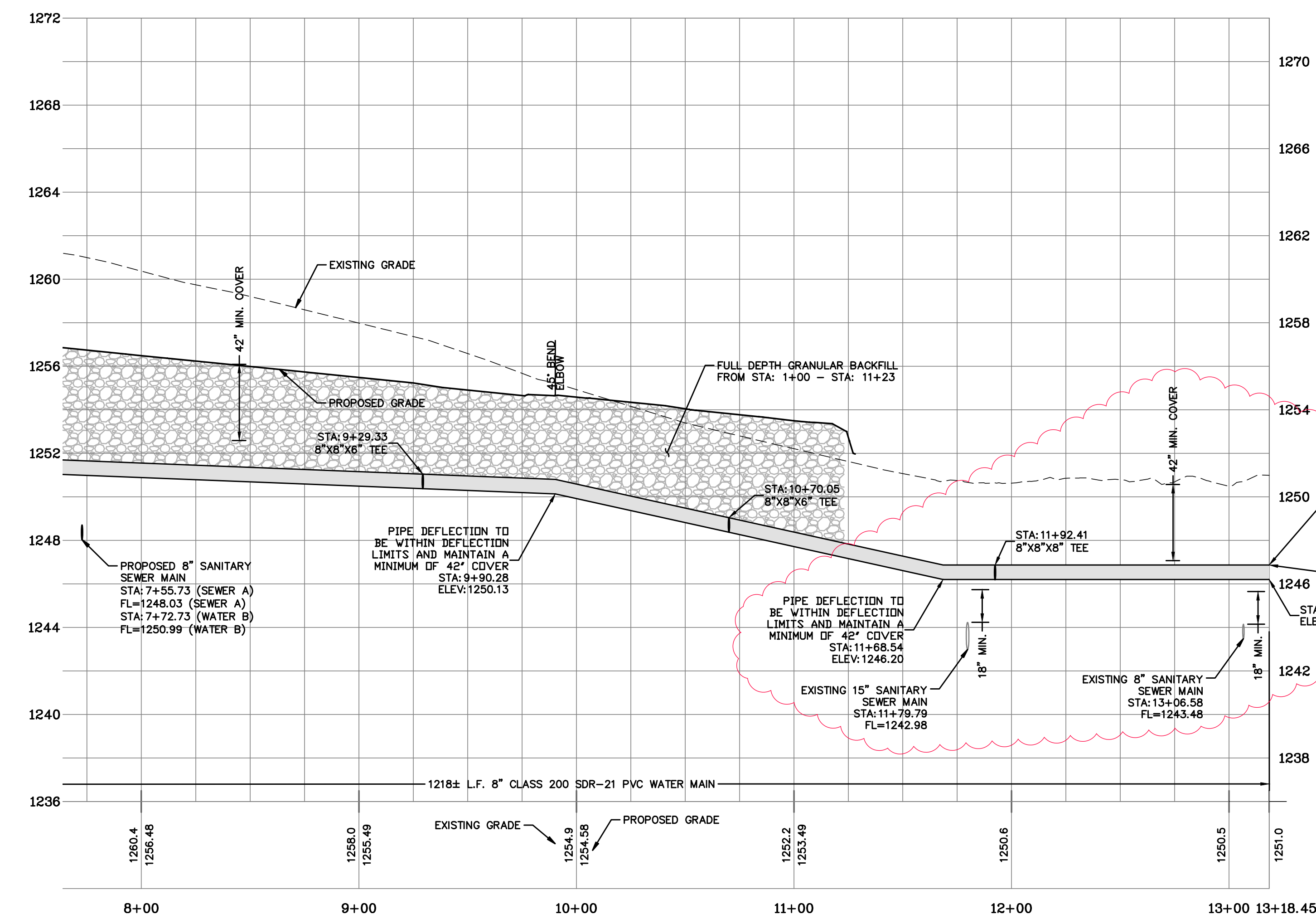
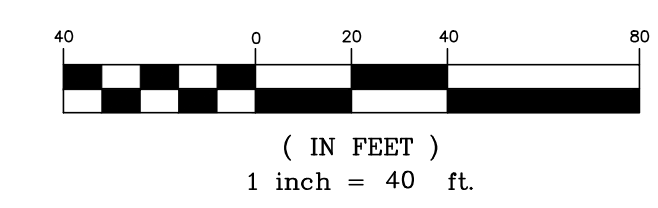


*Daniel Rickards*

DATE: 2023-11-01  
SHEET: WT-3  
PROJECT: 2123  
FILE: Iron Grain Multi Family - Sewer & Water.dwg



**WATER LINE B  
PLAN AND PROFILE**  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

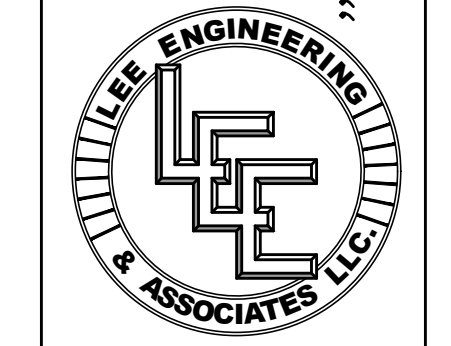


REVISIONS:	DATE:	BY:
ADDENDUM #1	11/01/23	
SCALE: 1" = 40'	FIELD BY: JS, AL	
	DRAWN BY: ZNF	
	CHECKED BY: DCR	

**IRON GRAIN MULTI FAMILY**  
N BROOKLINE AVE REPUBLIC, MO 65619

Missouri State Certificate of Authority  
Engineering #2035015504  
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*Daniel Richards*

DATE: 2023-11-01  
SHEET: WT-4  
PROJECT: 2123  
FILE: Iron Grain Multi Family - Sewer & Water.dwg

## DETAIL SHEET

### WATER MAIN EXTENSION TO SERVE IRON GRAIN MULTI FAMILY REPUBLIC, MISSOURI

**PLAN VIEW**

**ELEVATION**

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

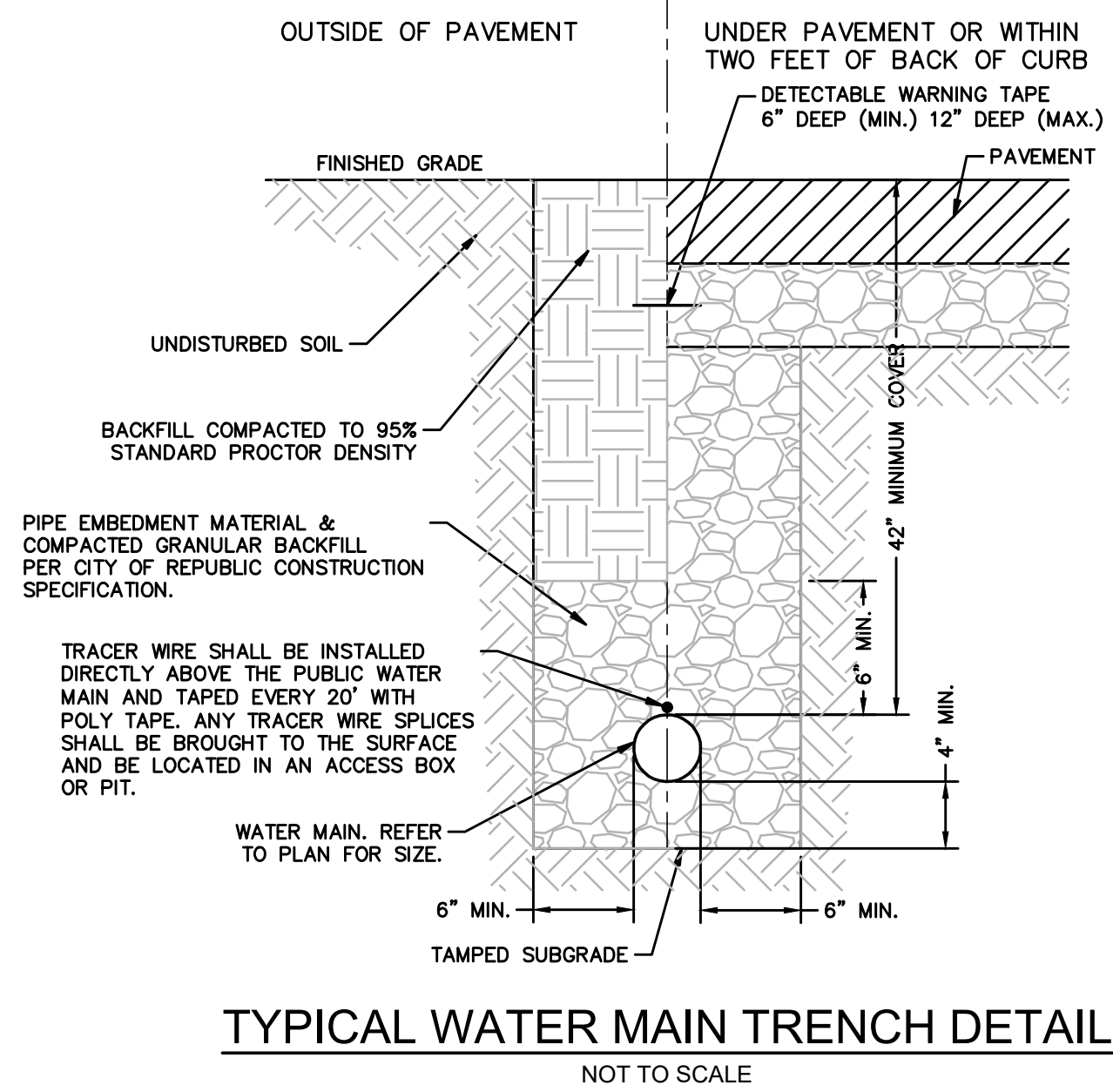
**GENERAL NOTES**

- DESIGNED FOR 150 PSI WORKING PRESSURE WITH 1500 PSI SOIL RESISTANCE FOR SIZES 2"-16". 2000 PSI SOIL RESISTANCE FOR SIZES 24" AND 30".
- BLOCK TO BE POURED AGAINST UNDISTURBED EARTH.
- PROTECT JOINTS & BOLTS FROM CONCRETE.

**CONSTRUCTION STANDARD**  
CITY UTILITIES  
OF SPRINGFIELD, MISSOURI

**CONCRETE  
THRUST BLOCK  
DIMENSIONS**

LATEST REV. DATE: 12/10/2008    STANDARD NO.: 19S-400



ALL PIPE TO BE DUCTILE IRON

CENTER HYDRANT ON R/W LINE

BACKFILL AS SPECIFIED

EXTENSION SECTIONS AS REQUIRED

27 CU FT (MIN) PIPE EMBEDMENT MATERIAL AROUND HYDRANT

SEE NOTE THIS DETAIL

2'x 2'x 4" THICK CONCRETE PAD OR BLOCK IF DISTURBED

MJ SHOE ON HYDRANT

ROTATE AS INDICATED ON PLAN

18"±

BURY DEPTH

2'-6" TO 3'-6" SEE NOTES

12"

SEE NOTE 2

GATE VALVE

6" FLANGED SPOOL PIECE

ANCHOR COUPLING

CL TEE

THRUST BLOCK

**NOTES:**

- THRUST BLOCK REQUIRED WHEN HYDRANT AND VALVE ARE NOT RESTRAINED. DO NOT COVER HYDRANT DRAIN HOLES W/ CONC.
- RIGID PIPE INCLUDES: FOSTER ADAPTER, FLAT FLANGE, DIP, ANCHOR
- ACCEPTABLE RIGID PIPE SHALL BE DIP. ANY OTHER PROPOSED SHALL BE SUBMITTED TO THE CITY FOR APPROVAL.
- IF VALVE IS LOCATED AT A DISTANCE OTHER THAN LENGTH SPECIFIED, CONTACT THE CITY FOR APPROVAL.

NOT TO SCALE

**FIRE HYDRANT WITH ISOLATION VALVE FOR DEEP MAINS (MAINS DEEPER THAN 5')**

**CITY OF REPUBLIC, MO  
STANDARD DETAIL #6**

SPEC SECTION 331216    APRIL 2022

**CLASS A  
CONCRETE CRADLE**

**CLASS A  
CONCRETE ARCH**

**CLASS B  
FIRST CLASS BEDDING**

**CLASS C  
ORDINARY BEDDING**

TABLE OF EMBEDMENT DEPTHS BELOW PIPE			
SOIL TRENCH			
BEDDING CLASS	PIPE O.D.	a MIN.	
A AND B	16" AND SMALLER	4"	
A AND B	LARGER THAN 16"	1 1/4 O.D.	
C	32" AND SMALLER	4"	
C	LARGER THAN 32"	1 1/8 O.D.	

ROCK TRENCH			
BEDDING CLASS	PIPE O.D.	a MIN.	
A AND B	24" AND SMALLER	6"	
A AND B	LARGER THAN 24"	1 1/4 O.D.	
C	48" AND SMALLER	6"	
C	LARGER THAN 48"	1 1/8 O.D.	

**LEGEND**

Bc OUTSIDE DIA. OF PIPE

D NOMINAL PIPE SIZE

a EMBEDMENT BELOW PIPE

Hand Placed Embedment

Granular Embedment

Concrete

Undisturbed Earth

NOT TO SCALE

**EMBEDMENT OF PIPE**

**CITY OF REPUBLIC, MO  
STANDARD DETAIL #27**

SPEC SECTION 312050    APRIL 2022

ALL PIPE TO BE DUCTILE IRON

CENTER HYDRANT ON R/W LINE

BACKFILL AS SPECIFIED

EXTENSION SECTIONS AS REQUIRED

27 CU FT (MIN) PIPE EMBEDMENT MATERIAL AROUND HYDRANT

SEE NOTE THIS DETAIL

2'x 2'x 4" THICK CONCRETE PAD OR BLOCK IF DISTURBED

MJ SHOE ON HYDRANT

ROTATE AS INDICATED ON PLAN

18"±

BURY DEPTH

2'-6" TO 3'-6" SEE NOTES

12"

SEE NOTES

GATE VALVE

6" FLANGED SPOOL PIECE

ANCHOR COUPLING

CL TEE

THRUST BLOCK

**NOTES:**

- THRUST BLOCK REQUIRED WHEN HYDRANT AND VALVE ARE NOT RESTRAINED. DO NOT COVER HYDRANT DRAIN HOLES W/ CONC.
- RIGID PIPE INCLUDES: FOSTER ADAPTER, FLAT FLANGE, DIP, ANCHOR
- ACCEPTABLE RIGID PIPE SHALL BE DIP. ANY OTHER PROPOSED SHALL BE SUBMITTED TO THE CITY FOR APPROVAL.
- IF VALVE IS LOCATED AT A DISTANCE OTHER THAN LENGTH SPECIFIED, CONTACT THE CITY FOR APPROVAL.

NOT TO SCALE

**FIRE HYDRANT WITH ISOLATION VALVE (MAINS 5' DEEP OR LESS)**

**CITY OF REPUBLIC, MO  
STANDARD DETAIL #5**

SPEC SECTION 331216    APRIL 2022

REVISIONS:

DATE	BY
11/01/23	

SCALE: N/A

FIELD BY: JS, AL

DRAWN BY: ZMF

CHECKED BY: DCR

**WATER LINE DETAIL SHEET**

**IRON GRAIN MULTI FAMILY**

N BROOKLINE AVE REPUBLIC, MO 65619

Missouri State Certificate of Authority  
Engineering #2035015504  
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dlee@leeengineering.biz

*Engineering with Integrity*

DATE: 2024-01-12

SHEET: WT-5

PROJECT: 2123

FILE: Iron Grain Multi Family - Sewer & Water.dwg

01/12/2024

Daniel Rubeada



## AGENDA ITEM ANALYSIS

Project/Issue Name: 24-R-22 A Resolution of the City Council Authorizing Execution of a Memorandum of Understanding with the Republic R-III School District for the City's Use of a District Bus to Accommodate Parks and Recreation Summer Events and Programs.

Submitted By: Jennafer Mayfield, Assistant Parks & Recreation Director

Date: May 7, 2024

### Issue Statement

A resolution authorizing execution of a memorandum of understanding with Republic School District for rental of a district bus.

### Discussion and/or Analysis

In 2023, the Republic School District agreed to provide Republic Parks & Recreation use of a district bus through a rental program during the summer months. The bus is utilized for field trip transportation for our Summer Adventure Camps (four weeks) and for volunteer transportation for the Republic Tiger Tri event in July. An agreement was approved by City Council on June 6, 2023, for 2023 dates only.

The 2024 agreement lists 2024 dates of use and contains language allowing the agreement to continue indefinitely until terminated by either party. A written Addendum to the memorandum will be provided annually with dates of use.

In exchange for use of a bus, the Parks & Recreation Department will pay the district a flat fee of \$50.00/day when in use, plus fuel to be calculated at \$.50/mile. Routine maintenance is included in the daily flat fee. Any costs of non-routine maintenance/repair because of Parks & Recreation use would be in addition to the above rates. The final amount for daily use and fuel will be billed after the last date of use. This amount shall not exceed \$2,500.00.

### Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE REPUBLIC R-III SCHOOL DISTRICT FOR THE CITY’S USE OF A DISTRICT BUS TO ACCOMMODATE PARKS AND RECREATION SUMMER EVENTS AND PROGRAMS**

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

**WHEREAS**, the City is in need of a school bus for the purpose of transporting participants in the City’s Parks and Recreation Department camps and other summer activities to and from designated locations as part of those activities; and

**WHEREAS**, the Republic R-III School District (“School District” and/or “District”) has agreed to allow the City to utilize one of its School District busses through a Memorandum of Understanding (“MOU”) detailing the terms of such use; and

**WHEREAS**, the City will utilize the School District bus for transporting Summer Adventure Camp participants and staff, as well as volunteers for the Republic Tiger Triathlon event; and

**WHEREAS**, the District has agreed to provide the School District bus in exchange for the City’s payment of a flat fee of \$50.00 per day of use, plus fuel at \$0.50 per mile, which is intended to include the cost of ordinary/routine maintenance; and

**WHEREAS**, under the MOU, the City would be responsible to bear the costs of any non-routine maintenance or repairs needed as the result of the City’s use, in addition to the agreed upon rates identified in the preceding paragraph; and

**WHEREAS**, the MOU would automatically renew each year unless and until terminated by either the City or the District; and

**WHEREAS**, the Council finds it is in the best interest of the City to enter into a Memorandum of Understanding with the District setting forth the terms and conditions for the City’s use of a School District bus in connection with the Parks and Recreation Department’s summer programs, events and activities.

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

**Section 1.** The City Administrator and/or his designee, on behalf of the City, is authorized to enter into a Memorandum of Understanding with the Republic R-III School District for use of a School District bus, in substantially the same form as that attached hereto as “Attachment 1”, at a total cost not to exceed \$2,500 during each calendar year, without separate, additional approval from the Council.

**Section 2.** The City Administrator, or his designee(s), on behalf of the City, is authorized to take other reasonable, necessary steps to implement this Resolution.

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

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

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

**Attest:**

\_\_\_\_\_  
Eric Franklin, Mayor

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

**Approved as to Form:**

  
\_\_\_\_\_

Megan McCullough, City Attorney

**Final Passage and Vote:**



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is entered into the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Republic, Missouri, a municipal corporation (the “City”), and the Green County Reorganized School District No. 3, also known as the Republic R-III School District (the “District”). The City and the District are referred to together herein as “the Parties.”

### **WITNESSETH:**

**WHEREAS**, the District owns multiple school buses utilized for the transportation of students within the Republic School District; and

**WHEREAS**, the City wishes to utilize one of the busses owned by the District (the “Bus”)<sup>1</sup> for approximately seventeen (17) days during the summer months of 2024 for public purposes, namely, transporting participants of the City’s summer camps/programs to and from the designated locations and/or activities that are part of those camps/programs; and

**WHEREAS**, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the District has agreed to provide the City use of the Bus for the public purposes desired by the City, pursuant to the terms and conditions set forth herein.

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

### **1. Payment.**

- a. In exchange for use of the Bus as set forth in this MOU, the City will pay to the District a sum to be calculated upon conclusion of the City’s use which will include the following: a flat rate of Fifty Dollars and Zero Cents (\$50.00) per day of use by the City, fuel to be calculated at Fifty Cents (\$0.50) per mile of actual use, and any costs of non-routine maintenance/repair required as a result of the City’s use. The Parties mutually acknowledge and agree that the total amount owed under this paragraph cannot yet be determined with specificity as it is dependent upon the City’s actual use. The Parties agree and acknowledge that calculation of payment owed under this MOU shall be determined using commonly accepted methods of calculation, and such final amount calculated shall be accompanied by documentation of the data input into such calculation. The Parties agree and acknowledge that in no event shall the City be liable for any sum due or owing to the District for use of the Bus under this MOU in an amount exceeding \$2,500 per each calendar year during which this MOU is in effect.
- b. Upon the City’s final use of the Bus for the applicable calendar year, the District shall provide the City an invoice for the total amount due and owing.
- c. The City shall be responsible for making payment in full to the District within thirty (30) days of receipt of the invoice.

---

<sup>1</sup> The Parties acknowledge that the phrase “the Bus” herein refers not to one single, particular vehicle; but rather, includes any one of the busses owned by the District and used for transportation of students to and from school, so long as the Bus provided is in safe, operable condition, and meets acceptable industry standards for size, capability and other approved uses.

**2. Dates of Use.** The District shall make the Bus available to the City on the following dates:

- a. Week 1 of Summer Camp: July 8, 9, 10 & 11
- b. Week 2 of Summer Camp: July 15, 16, 17 & 18
- c. Week 3 of Summer Camp: July 22, 23, 24 & 25
- d. Tiger Triathlon: July 27
- e. Week 4 of Summer Camp: August 5, 6, 7 & 8

**3. Term.** This MOU shall commence on the date first written above and shall continue in effect indefinitely until terminated by either party. In the event the Parties should desire to include any future or additional date(s) not specified herein above for the City's use of the Bus, such date(s) shall be set forth in a written Addendum to this MOU and duly executed by the Parties, and the City's use of the Bus on any such dates shall otherwise be governed by the terms and conditions of this MOU. Either the City or the District may terminate this MOU at any time by providing the other party with thirty (30) days prior written notice of intention to terminate. Upon termination, all rights and obligations under this MOU shall cease, except those obligations that accrue prior to termination shall survive until they are fulfilled or otherwise expire.

**4. Conditions of Use.**

- a. The City shall, at all times under this MOU and otherwise, utilize the Bus solely for the public purposes specified herein.
- b. The City shall be solely responsible for the hiring and/or retention of the individual or individuals who will operate the Bus pursuant to the terms of this MOU; however, any such individual must also be employed as a bus driver with the District.
- c. The City shall be responsible for picking up the Bus from the District's Transportation Facility at the start of each day of use, and returning the Bus to the District's Transportation Facility at the conclusion of each day of use.
- d. The District shall be solely responsible for monitoring and tracking all necessary and relevant data for calculation of the amount owed by the City under this MOU; specifically including but not necessarily limited to, mileage placed on the Bus by City and damages or other repairs requiring maintenance as a result of use by City.
- e. The District shall be responsible for fueling the Bus and providing all maintenance needs to the Bus for the duration of this MOU, the cost of which shall be borne by the City; provided, the District utilizes a commonly accepted method of calculation for determining such costs and includes such calculation in the invoice it provides to City at the conclusion of use under this MOU, along with documentation of the data used in such calculation, as further specified in paragraph 1, above.

**5. Insurance.** For the duration of this MOU, the City shall maintain liability and other insurance necessary and/or designed to protect against claims which may arise out of or result from this MOU or the City's use and/or operation of the Bus pursuant to this MOU. The amounts of such insurance shall have policy limits not in excess of the applicable statutory maximum amounts set forth in § 537.610, RSMo. If requested by the District, the City shall provide satisfactory proof of such insurance to District prior to use of the Bus under this MOU. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City for any claim arising from or out of this MOU or performance thereunder, shall not in any way be deemed a waiver of the City's sovereign or governmental immunity under state and other applicable law.

**6. Public Entity Immunity.** The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this MOU or any transactions under this MOU shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., *et seq.* The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to District for any claim arising from or out of this MOU or performance thereunder, shall not constitute a waiver of any defense or immunity available to the District or the City.

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

**8. Assignment.** Neither party may assign their rights or obligations under this MOU without the prior written consent of the other party.

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

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

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

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

**CITY OF REPUBLIC, MISSOURI**

**REPUBLIC R-III SCHOOL DISTRICT**

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

**APPROVED AS TO FORM:**

Title: \_\_\_\_\_

\_\_\_\_\_  
Megan McCullough, City Attorney



## AGENDA ITEM ANALYSIS

Project/Issue Name: Discussion on Proposed Garage Sale Ordinance.  
Submitted By: Council Member Christopher Updike  
Date: May 7, 2024

### Issue Statement

To discuss Council Member Updike's proposal for a garage sale ordinance.

### Discussion and/or Analysis

If an ordinance is accepted and passed by Council, it would go into effect January 1, 2025. The rest of the calendar year of 2024 would be to promote, educate and prepare the community for the ordinance. An example of such proposed ordinance is as follows:

Section A Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

#### GARAGE SALES

All sales entitled "garage sale," "lawn sale," "yard sale," "attic sale," "rummage sale," or "flea market sale," or any similar casual sale of tangible personal property which is advertised by any means whereby the public at large is or can be made aware of the said sale.

#### GOODS

Includes any goods, warehouse merchandise or other property capable of being the object of a sale regulated hereunder, but shall not include any items specifically purchased for resale and shall include no food items unless those items were raised on the premises where the sale is being held.

Pet "adoptions," "rehoming," "sales," or any similar activity is prohibited at garage sales. Any actions that is caught by law enforcement will be charged and said animals would be taken by Animal Control. Persons would immediately lose temporary ownership and would have to go in front of a judge to plead case and situation.

#### PERSON

Includes individuals, partnerships, voluntary associations, and corporations.

Section B



#### Permits And Fees.

It shall be unlawful for any person to conduct a garage sale in the City of Republic without first filing with the Collector the information hereinafter specified and obtaining a license so to do, to be known as a "garage sale license." The fee for such license shall be five dollars (\$5.00). (SEE NOTE 1)

#### Section C

##### Licensing.

Such license shall be issued for a garage sale to be held at the same location only twice within a twelve-month period and no such license shall be issued for more than three (3) consecutive calendar days. No license shall be issued for a garage sale when said sale or any part thereof would be held on Sunday. Each license issued under this Chapter must be prominently displayed on the premises upon which the garage sale is conducted throughout the entire period of the licensed sale.

#### Section D

##### Information To Be Filed.

The information to be filed with the City Clerk, pursuant to this Chapter, shall be as follows:

1. Name of person, firm, group, corporation, association or organization conducting said sale.
2. Name of owner of the property on which said sale is to be conducted, and consent of owner if applicant is other than owner.
3. Location at which sale is to be conducted.
4. Number of days of sale. Sunday sales are prohibited.
5. Date, nature of any past sale.
6. Sworn statement or affirmation by the person signing that the information therein given is full and true and known to him/her to be so.

#### Section E

##### Persons And Sales Excepted.

The provisions of this Chapter shall not apply to or affect the following persons or sales:

1. Persons selling goods pursuant to an order or process of a court of competent jurisdiction.
2. Persons acting in accordance with their powers and duties as public officials.
3. Any person selling or advertising for sale an item or items of personal property which are specifically named or described in the advertisement and which separate items do not exceed five (5) in number.

#### Section F

##### No Permit On Commercial Sale.



No permit shall be issued for any garage sale when the merchandise sold at that sale or any part thereof is a part of any commercial enterprise or commercial sale or commercial assignment.

#### Section G

##### Advertising And Cleanup.

No advertising sign, placard or other billboard-type advertisement advertising the garage sale shall be placed on any public property. All persons who conduct garage sales within the City limits of Republic shall, within twenty-four (24) hours after the conclusion of the garage sale and the time allotted by the permit, clean up all the debris and remove all tables and other accessories used in connection with said garage sale.

#### Section H

##### Violations And Penalties.

Any person, association or corporation conducting any such sale without being properly licensed therefor or who shall violate any of the other terms and regulations of this Chapter shall, upon conviction, be fined not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00). Each day that such sale shall continue without being duly permitted shall be considered a separate violation. (SEE NOTE 2)

Note 1: fees collected can go towards to a charity fund as the Council sees fit. Fees are collected per calendar year and calculated then proceeds given out.

Note 2: All fees collected from fines could go towards paying off school lunches within Republic School District.



## AGENDA ITEM ANALYSIS

Project/Issue Name: Discussion on Engaged Neighbor Program Results.  
Submitted By: Presented by David Burton, MU Extension  
Date: May 7, 2024

### Issue Statement

To report results from the Engaged Neighbor Project and discuss potential future engagement.

### Discussion and/or Analysis

The city engaged David Burton through the MU Extension for a year long contract to increase neighborhood engagement throughout the city. Mr. Burton provided a report as attached with input on the results of the engagement.

UNIVERSITY OF MISSOURI  
 **Extension**

2400 S. Scenic Ave, Springfield, Mo. 65807  
 Telephone: (417) 881-8909  
 Email: [burtond@missouri.edu](mailto:burtond@missouri.edu)  
 Internet: <http://extension.missouri.edu/greene>

DATE: March 27, 2024  
 TO: **Dave Cameron**, City Administrator for Republic  
**Andrew Nelson**, Assistant City Administrator  
 FROM: David Burton, Community Development Specialist  
 RE: Republic Engaged Neighbor Project Update

**Greene County  
 Extension Council**

Christina Hammers  
*Chair*

Judy Stainback  
*Vice-chair*

Morgan Ash  
*Secretary*

Lisa Bakerink  
*Treasurer*

John Russell  
*County Commission*

Tammy Lowrey  
*Farm Bureau*

Shelia Taylor  
*MFA*

Vacant  
*City of Willard*

Joseph Hoffman  
*City of Springfield*

Vacant  
*City of Battlefield*

Vacant  
*City of Republic*

Vacant  
*4-H Youth member*

*Members at large*

Allison Anbari

Eric Bruning

Sandi Haustein

Aaron Jones

Ray Meyer

Elaine Montgomery

Rick Stenberg

Merri Sutherland

Eric Sutton

Buck Van Hooser

Thank you for funding a neighborhood engagement program between MU Extension and the city of Republic focused on neighborhood engagement. That agreement ends April 30, 2024. The last invoice will be sent in May. I would love to meet and discuss our successes, what could be done differently, and how we can continue the partnership with a new Memo of Understanding for 12 months.

Here are efforts that I think have gone well so far in Republic.

- Four residents were in our **Neighborhood Leadership Academy** and three of them got funding for their community projects as part of that class. One of this will result in a sports equipment library for the parks department, meeting a long-term goal there. *Note: I recruited six people from Republic area for our Neighborhood Leadership Academy. Three of them submitted their projects for grant consideration at the end of the class and two were awarded. Hayden Hradek received \$3000 to support his sports equipment library project idea. I also got a meeting for Hayden with the leadership at Amazon and they are going to support his project with a donation of \$3,000 worth of sports equipment and totes! The Greene County Extension Council has added \$1500 to the project. Garrett Cline tells me this is an idea they have dreamed about for a number of years and now a Republic resident is helping make it happen. Justin Shaw also had his grant approved for a bench and garden renovation around the little free library in Owen Park. His grant was for \$2,500. Kennedy Hollingshad had a proposal for a mural that would have been approved but she decided it could not be completed in 2023 and pulled it (so maybe next year). In addition, this program is sponsoring three commissions for public art displays in Owen Park for a total of \$1,500. We also awarded two grants for two projects in a depressed neighborhood in Battlefield but that neighborhood is in the Republic School District and the total on those two grants is \$7,000. Add that all up and you can document a direct value of \$18,500 from this partnership to neighborhoods inside the Republic School district.*



- A **Neighborhood Watch training** in the fall had 12 registered and 14 attended a training in Stoney Creek to earn Neighborhood Watch status. Stoney Creek was able to earn Neighborhood Watch status. *A citywide spring training on March 26 had 7 in attendance. MU Extension invested \$300 in marketing that event and providing pizza for attendees.* Three neighborhoods are pursuing Neighborhood Watch status which would double the number of watch areas currently in town. I do believe that our fall training could benefit from promotional efforts by the city.
- We had three youth sign up for the **50-yard challenge** (doing free lawn mowing for veterans, elderly, disabled, etc.). Students can earn a free mower, blower and trimmer in this program.
- We successfully funded and installed a Little Free Library in Owen Park with the blessing of the Republic Parks Department. The library is well maintained and the area will soon be landscaped and get a bench funded by an MU Extension grant. *This was a \$500 investment in Republic by the Greene County MU Extension council because of our partnership. Little Free Libraries aid in literacy but also build social capital via the connections made.*
- **We did host a fall neighborhood event in Owen Park.** It was not exactly a pop-up but we did have 30-plus in attendance. KY3 filmed two PSAs during the event. *This became a different type of gathering after the committee rejected the idea of smaller pop-up events in neighborhoods. One member was very opposed to that idea and absent support from a position of authority it was impossible to convince a group of adults that already feel stretched that an after work or weekend meeting had value. I was thankful for the help with an event in Owen Park but I did not think that was a sustainable plan or one that would meet our stated goals. We have to start small and start where people live..*
- **I am in the process of working with area churches on Neighborhood Mission Trips.** I have written a 42 page plan and curriculum to be piloted in Republic. Two churches have expressed an interest and this would be a good way to mobilize residents to take action. *Brookline Baptist will host one the end of June. North Point church is considering.*
- **I have announced and communicated a goal of 100 block parties between March and November in Republic.** This is a way to multiply efforts and engage residents. A registration portal is in place with a goal of getting grant dollars to help. *Hood United Methodist Church, North Point Church and Brookline Baptist are all making plans to participate.* My goal would be to get city staff or elected officials at some of these parties to visit and listen. To date, none of the council members have agreed to host a block or driveway gathering in their neighborhood.
- **We have a neighborhood coffee social planned for March 23** with council and mayor candidates in my garage in the area of Owen Park. *Candidates Justin Shaw, Eric Gerke and Eric Franklin all attended and we served 55 cups of coffee and 6 glasses of milk along with 86 donuts at a cost of about \$200.*
- **Turquoise Table Grants.** Greene County MU Extension offered turquoise picnic tables across Republic as a conversation and gathering space. These work best if the family hosting the table is fully committed. *This was done at a cost of \$1800. Three tables remain to neighborhood yards and one in Owen Park.*

Here are areas that did not meet expectations and where we could seek improvement.

- **Our city committee** is comprised of city employees who are nice to work and have been great resources but neighborhood engagement is not their priority. Meetings and communication has waned due to other demands and priorities for city staff. Either the team needs direction from a supervisor or we consider a committee with a different structure.
- **Missouri Good Neighbor Week** was great statewide, but we had fewer participants this year from Republic than last year. We can and should do better but it will take partnerships. It was hard to get promotional help because it was close to Pumpkin Daze. But still, this is low hanging fruit and could be a way engage other partners in Republic. *This is more of a marketing effort at this point.*
- **The first issue to come out of our committee meetings was over grown yards in Republic.** I could not get local pastors to meet. I got help from one pastor on locating a youth to mow. We had a plan in place to provide assistance. But by the time a yard is reported and then code-checked and the owner is contacted the grass has grown another foot or been resolved. Although this was identified as a top issue, we had zero yards referred to our youth.
- **I asked council members to host a neighborhood or driveway meeting multiply times during the year and there were no takers.** Granted it was hard to arrange without committee members or staff willing to attend something on a weekend or in the evening. But still, no council members would agree even with multiple asks, so there was a disconnect here.

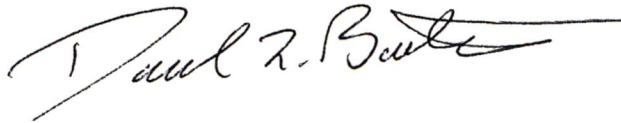
These are some opportunities going forward.

- **Getting more residents in** Neighborhood Leadership Academy or Neighboring 101. This year we had six which was a great effort. *There is a fall class and recruitment begins soon. Many people are able to attend for free and as noted early, this can result in funding for Republic neighborhood projects.*
- **Organize a meeting of non-profits in Republic that address community needs.**
- **Plan a training banquet for neighborhoods in Republic.** A training could include a city update or address specific neighborhood issues. I see this being an annual event. It does not work with the Chamber meeting and schedule. But we need more partners first. We would need an active committee and a hook and I'm not sure we are there yet.
- **Republic Neighborhood Alliance Email.** This list has grown to nearly 200 Republic residents. Greene County MU Extension is currently funding this as a cost of \$20 per month. The group gets a monthly email at this point.
- **Partner with HOAs in the city.** No one with the city seems to have a list of HOAs and I have had no success communicating with the ones that I know exist. *A communication list for HOAs would seem important for the city and should be a priority research project.*
- **Annually recognize the best neighborhood efforts in Republic** and support that winner with a trip to the Neighborhoods USA annual conference. This might be done in partnership with the Republic Community Foundation. I even considered doing this at Chamber meetings but those are so rushed that the Foundation dinners seems a better option.

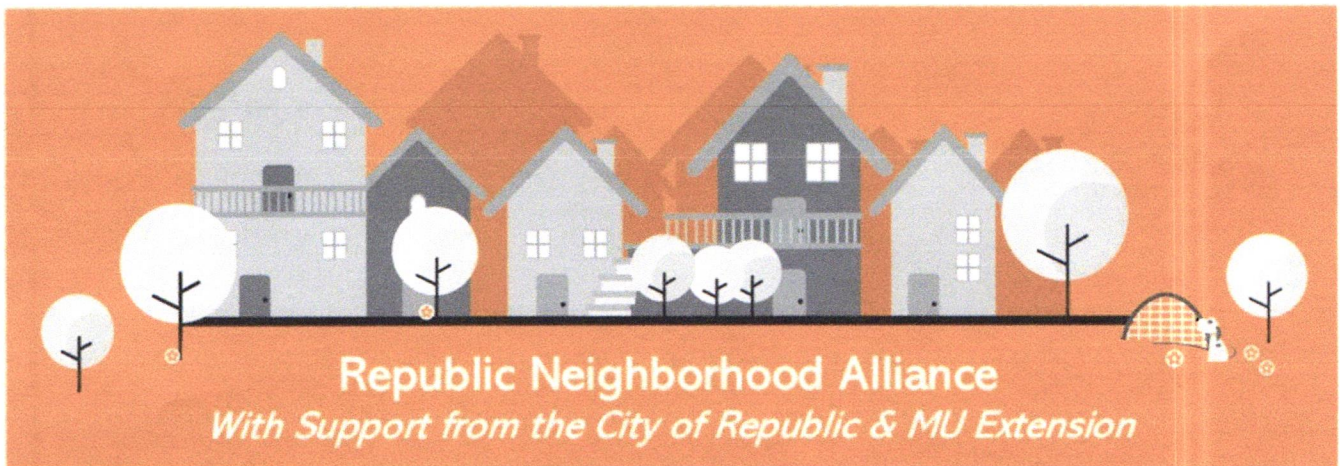
This does not capture all of the meetings and conversations and proposals I have made in the city related to neighboring. The process has been slow and the interest has been low. No one else from the committee has agreed (yet) to take a lead on this in their own neighborhoods. I still believe churches and city employees and elected officials hold the key to success, but they have to be interested or persuaded to be interested first.

I look forward to thinking about this project more and committing lots of time toward its success. I believe this could help move Republic forward in some very positive ways.

Sincerely,



David L. Burton  
Community Development Specialist  
University of Missouri Extension



## Join Republic Neighborhood Alliance Email List

The goals of the Republic Neighborhood Alliance (RNA) are to increase positive interaction among neighbors, increase engagement with the city, help residents identify what is strong in their community, empower neighbors to discover the assets around them, and educate neighborhood leaders on how to help make Republic clean, safe and friendly. You also get timely update by email and special announcements.

Become a part of the Republic Neighborhood Alliance at <https://www.surveymonkey.com/r/RepMoNeighbor>



## State of Neighboring in Missouri and Republic

Data from our 2022 and 2024 “State of Neighboring in Missouri” survey (conducted by Pollfish) is a valuable resource for tracking changes in Missouri. This study is scientifically valid and has a margin of error of +/- 3%. The 2022 study had 1200 respondents from Southwest Missouri (Springfield DMA) with 106 of those being from Republic. The 2024 study will have 1800 respondents with about 56 from Republic. The questions on names can be tracked from 2019 to present shows the impact of ongoing efforts to write and talk about the value of neighboring and social capital in Republic. For me, here are the highlights from this study for Republic that jump out.

First and foremost, the number of residents that say they know the names of their neighbors has steadily increased since 2019, when we held the first National Good Neighbor Day event in Republic. Future neighboring events, a Republic Neighborhood Alliance newsletter, a weekly column about neighbors in the Greene County Commonwealth, regular posts about becoming an engaged neighbor on community social media, and speaking engagements in the area would all, undoubtedly, have an impact on this steady improvement.

**Q1. I know the names of the neighbors in \_\_\_\_\_ of the homes adjacent to my property or apartment.** From 5.7% in 2019, to 9.18% in 2022 and finally 16.6% in 2024, all while Republic experienced rapid growth. Also significant is that the percentage of residents saying they knew none or just one of their neighbors decreased rather significantly.

**Q2. I know the occupation of the neighbors in \_\_\_\_\_ of the homes adjacent to my property or apartment. Q3. I know an interesting fact about the neighbors in \_\_\_\_\_ of the homes adjacent to my property or apartment.**

In the questions of knowing a neighbors occupation and knowing an interesting fact about them, it looks like we have a core group of residents (about 16%) that are highly engaged. These are the people who know all of their neighbors, know their occupation and speak to them. On both the occupation and interesting fact question, the percent of residents saying they know this about none of their neighbors dropped by double digits. It takes time to see the impact of increased social capital but these questions are an early indication of pending improvement.

**Q5. In general, how important is it for neighbors to get together and socialize?** 66.3% of Republic residents say it is important to some degree.

**Q6. I would like to interact with my neighbors beyond a friendly wave hello.** Among Republic residents, 59% answered yes, with 22% unsure.

**Q10. Overall do you wish to be more or less personally connected to your immediate neighbors?** While 56% said the same and 35% desire more.

**Q11. If my neighborhood had a block party, I would definitely attend.** A full 59% of respondents said yes, and 30% marked unsure, suggesting the type of party (and length of the party) would be significant factors on their attendance. But this is a strong enough result that I believe it supports the effort to have 100 block parties in one year.

# State of Neighboring in Republic, Missouri

## Case Study

Questions and Answers	2016 State Farm National Survey	2019 Survey on Good Neighbor Day	2022 Regional Pollfish Survey	2024 Statewide Pollfish Survey
<b>Q1 For this study, we define the word “neighbor” as those individuals living behind the eight closest front doors to you, these eight neighbors are typically the ones that adjoin your property or place of residence. Please complete: I know the names of the neighbors in ____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A	88 respondents from across Republic	100 respondents randomly selected with a +/-3% margin of error	56 respondents randomly selected with a +/-3% margin of error
- All	11%	5.70%	9.18%	16.67%
- Most	22%	9.20%	17.35%	20.00%
- Some	18%	7.25%	22.45%	24.67%
- A few	33%	28.80%	23.47%	13.00%
- One	7%	30.05%	13.27%	9.00%
- None	9%	19.00%	14.29%	16.67%
<b>Q2 I know the occupation of the neighbors in ____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A		Percent	Percent
- All			5.10%	16.67%
- Most			11.22%	33.33%
- Some			17.35%	10.00%
- A few			18.37%	16.67%
- One			23.47%	10.00%
- None			24.49%	13.33%
<b>Q3 I know an interesting fact about the neighbors in ____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A		Percent	Percent
- All			3.06%	16.67%
- Most			10.20%	26.67%
- Some			17.35%	30.00%
- A few			25.51%	12.00%
- One			14.29%	10.00%
- None			29.59%	14.67%

## State of Neighboring in Missouri

Questions and Answers	2016 State Farm National Survey	2022 Regional Pollfish Survey - Springfield DMA	2022 Statewide Survey of Engaged Neighbor Participants	City of Republic - 2023 Case Study	2024 Regional Pollfish Survey - State of Missouri
<b>Q1 For this study, we define the word “neighbor” as those individuals living behind the eight closest front doors to you, these eight neighbors are typically the ones that adjoin your property or place of residence. Please complete: I know the names of the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A	1200 respondent s randomly selected with a +/- 3% margin of error	278 respondents who attended an MU Extension neighboring class.	106 responden ts randomly selected with a +/- 3% margin of error	1800 respondents randomly selected with a +/- 3% margin of error
- All	11%	12.50%	33.05%	9.18%	13.50%
- Most	22%	24.17%	27.97%	17.35%	25.04%
- Some	18%	22.75%	12.71%	22.45%	24.02%
- A few	33%	16.92%	16.10%	23.47%	18.42%
- One	7%	9.67%	5.93%	13.27%	7.81%
- None	9%	14.00%	4.24%	14.29%	11.21%
<b>Q2 I know the occupation of the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A	Percent		Percent	Percent
- All		7.25%	21.19%	5.10%	6.71%
- Most		17.17%	27.97%	11.22%	13.75%
- Some		20.83%	18.64%	17.35%	22.33%
- A few		18.00%	17.80%	18.37%	25.13%
- One		14.67%	8.47%	23.47%	11.54%
- None		22.08%	5.93%	24.49%	20.54%
<b>Q3 I know an interesting fact about the neighbors in _____ of the homes adjacent to my property or apartment. (SingleSelection)</b>	N/A	Percent		Percent	Percent
- All		4.83%	16.10%	3.06%	3.40%
- Most		12.33%	22.88%	10.20%	10.70%
- Some		18.67%	18.64%	17.35%	17.83%
- A few		22.33%	22.03%	25.51%	25.38%
- One		17.00%	9.32%	14.29%	15.28%
- None		24.83%	11.02%	29.59%	27.42%

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey - Springfield DMA	2022 Statewide Survey of Engaged Neighbor Participants	2022 Regional Pollfish Survey	2024 Regional Pollfish Survey - State of Missouri
<b>Q4 By what method do you interact with your current neighbors? Please select all that apply. (MultipleSelection)</b>		Percent		Percent	Percent
- Just waving or saying hello	75%	59.25%	79.05%	58.16%	66.81%
- Face-to-face conversations	67%	58.75%	83.66%	60.20%	65.45%
- Telephone calls	26%	16.58%	27.97%	10.20%	15.62%
- Social media	13%	20.08%	35.59%	19.39%	18.08%
- Text messages	13%	23.08%	49.15%	21.43%	25.38%
- Written notes	4%	2.58%	6.78%	0.00%	2.21%
- Some other way	3%	3.92%	4.24%	3.06%	4.33%
Front yard interaction		50.83%	66.10%	50.00%	32.60%
- I don't interact with my neighbors	8%	7.92%	5.08%	9.18%	7.89%
- Neighborhood social events or activities		0.00%			11.38%
<b>Q5 In general, how important is it for neighbors to get together and socialize? (SingleSelection)</b>				Percent	
- Extremely important	6%	9.08%	11.86%	8.16%	6.03%
- Very important	18%	20.67%	34.75%	14.29%	18.17%
- Somewhat important	34%	35.08%	33.90%	43.88%	36.25%
- A little important	25%	18.83%	12.71%	22.45%	21.82%
- Not important	17%	16.33%	6.78%	11.22%	17.74%
<b>Q6 I would like to interact with my neighbors beyond a friendly wave hello. (SingleSelection)</b>		Percent		Percent	Percent
Agree	63%	58.83%	78.81%	59.18%	55.26%
Disagree	37%	16.42%	7.63%	19.39%	18.93%
Unsure		24.75%	13.56%	21.43%	25.81%
<b>Q7 I have done at least one favor for an immediate neighbor in the past year. (SingleSelection)</b>		Percent		Percent	Percent
Agree	44%	74.17%	87.18%	72.45%	80.48%
Disagree	34%	19.83%	9.40%	24.49%	14.09%
Unsure		6.00%	3.42%	3.06%	5.43%
<b>Q8 In the last 12 months I have hosted at least one neighbor in my home socially. (SingleSelection)</b>		Percent		Percent	Percent
- Agree	67%	39.92%	33.90%	38.78%	27.25%
- Disagree	33%	56.50%	65.25%	61.22%	70.29%
Unsure		3.58%	0.85%	0.00%	2.46%

Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey - Springfield DMA	2022 Statewide Survey of Engaged Neighbor Participants	2022 Regional Pollfish Survey	2024 Regional Pollfish Survey - State of Missouri
<b>Q9 I have at least one trusted neighbor I leave a key with in case of emergencies. (SingleSelection)</b>		Percent		Percent	Percent
- Agree	56%	55.92%	74.58%	58.16%	60.19%
- Disagree	44%	33.50%	16.10%	34.69%	29.63%
Unsure		10.58%	9.32%	7.14%	10.19%
<b>Q10 Overall, do you wish to be more or less personally connected to my neighbors. (SingleSelection)</b>		Percent		Percent	Percent
More	32%	35.75%	55.93%	35.71%	31.32%
Same	62%	53.50%	41.53%	56.12%	59.17%
Less	6%	10.75%	2.54%	8.16%	9.51%
<b>Q11 If my neighborhood had a block party, I would definitely attend. (SingleSelection)</b>		Percent		Percent	Percent
- Agree	76%	59.67%	81.36%	59.18%	61.04%
- Disagree	20%	14.00%	5.93%	10.20%	12.56%
Unsure	4%	26.33%	12.71%	30.61%	26.40%
<b>Q12 In the past 12 months, have you worked with neighbors to improve your neighborhood or community?</b>		Percent		Percent	Percent
Yes	12%	35.75%	45.76%	23.47%	22.16%
No	88%	57.33%	50.85%	71.43%	74.62%
Unsure	0%	7.92%	3.39%	7.14%	3.23%
<b>Q13 Since moving to your neighborhood, have you participated in welcoming a new neighbor to the neighborhood? Please select all that apply. (MultipleSelection)</b>		Percent		Percent	Percent
Yes, I have welcomed verbally or in writing	31%	33.00%	52.99%	44.90%	
Yes, I have invited into my home or gathering	14%	16.42%	18.80%	9.18%	
Yes, I have given a gift to welcome	12%	16.08%	27.35%	12.24%	
No, I have not welcomed a new neighbor	54%	49.42%	35.04%	43.88%	
<b>Q13 Does your neighborhood have an active neighborhood watch program?</b>					Percent
We have neighborhood watch, and are active.					21.31%
We do NOT have neighborhood watch.					62.73%
I am not sure what Neighborhood Watch is or if our neighborhood has this program.					15.96%



Questions and Answers	State Farm 2016 Survey	2022 Regional Pollfish Survey - Springfield DMA	2022 Statewide Survey of Engaged Neighbor Participants	2022 Regional Pollfish Survey	2024 Regional Pollfish Survey - State of Missouri
<b>Q14 Which of the following characteristics or behaviors, if any, would you say generally define a good neighbor? Please select all that apply. (Multiple Selection)</b>	N/A	Percent		Percent	Percent
Respects my privacy		69.75%	71.12%	74.49%	71.31%
Is quiet and does not make excessive noise		53.33%	62.95%	63.27%	55.60%
picks up after pet on a walk, etc)		46.67%	79.66%	57.14%	54.24%
Takes care of their property / mows lawn		54.08%	87.29%	65.31%	58.06%
Practices correct parking etiquette of vehicles		36.08%	87.29%	50.00%	39.30%
Watches out for neighbors' property		60.33%	82.20%	69.39%	67.49%
Watches out for their fellow neighbors' personal safety		54.33%	82.20%	65.31%	59.17%
Helps out a neighbor with an unexpected need		43.08%	66.95%	50.00%	49.49%
Helps fellow neighbors with small favors		44.92%	75.42%	52.04%	48.81%
Checks in on elderly neighbors		42.25%	59.32%	54.08%	46.69%
Teachers their children to respect neighbors property		37.00%	22.03%	42.86%	54.41%
Leaves interactions to a quick hello or wave of the hand		27.25%	5.08%	29.59%	25.64%
Provides babysitting		8.00%	8.47%	11.22%	4.75%
Helps out a neighbor with a financial need		12.83%	61.02%	16.33%	8.32%
Greets me by name		36.33%	22.03%	42.86%	42.19%
Hosts social events or get-togethers for neighbors		12.92%	48.81%	13.27%	11.54%
Is involved with the neighborhood association or HOA (and if one does not exist is involved in the community).		11.08%	55.93%	10.20%	12.73%
it		34.67%	60.85%	42.86%	32.00%
Welcomes new residents to the neighborhood		30.33%	79.03%	35.71%	39.98%
Is positive and encouraging in conversation		41.50%			41.77%
Willing to loan a tool or food ingredient (like sugar) when asked.		41.42%	63.56%	47.96%	47.37%
Includes me in their routine activities					5.01%
Prays for me and my family					25.81%
Does random acts of kindness for neighbors					46.94%
Engages me in conversation and listens					36.25%
Other		0.92%			1.27%

UNIVERSITY OF MISSOURI  


2400 S. Scenic Ave, Springfield, Mo. 65807  
 Telephone: (417) 881-8909  
 Email: [burtond@missouri.edu](mailto:burtond@missouri.edu)  
 Internet: <http://extension.missouri.edu/greene>

DATE: April 7, 2024  
 TO: **Dave Cameron**  
 City Administrator for Republic  
 FROM: David Burton  
 Community Development Specialist  
 RE: Republic Engaged Neighbor Project Updated for 2024

**Greene County  
 Extension Council**

Christina Hammers  
*Chair*

Judy Stainback  
*Vice-chair*

Morgan Ash  
*Secretary*

Lisa Bakerink  
*Treasurer*

John Russell  
*County Commission*

Tammy Lowrey  
*Farm Bureau*

Shelia Taylor  
*MFA*

Vacant  
*City of Willard*

Joseph Hoffman  
*City of Springfield*

Vacant  
*City of Battlefield*

Vacant  
*City of Republic*

Vacant  
*4-H Youth member*

*Members at large*

Allison Anbari

Eric Bruning

Sandi Haustein

Aaron Jones

Ray Meyer

Elaine Montgomery

Rick Stenberg

Merri Sutherland

Eric Sutton

Buck Van Hooser

Thank you for supporting the Engaged Neighbor effort in Republic. The purpose locally is to create an alliance of neighbors and neighborhoods that enhances community engagement and builds trust among residents. Our main goal is to engage Republic residents in a simple but effective way that helps to create connections among neighbors and a develop sense of belonging for residents. I have considered what went well in 2024 to develop a list of efforts to pursue in 2024-2025. I want to invite council members and city employees to join in, help to promote, or assist.

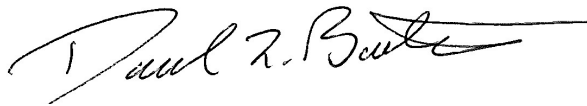
Here are efforts I plan to pursue further.

- **Neighborhood Leadership Academy.** Ongoing 10-week program offered in the fall. We have nearly 15 residents of Republic that are graduates of this effort. Graduates propose projects for the good of their neighborhood or community and some receive grant funding to complete. Four are currently being worked on in Republic.
- **Neighborhood Watch training.** Ongoing effort to support training efforts and neighborhood programs with the Republic Police Department and Officer Roger Stewart. There are ongoing possibilities here for neighborhood engagement.
- **100 block parties in Republic.** That is the goal. This could be anything from a driveway gathering to street blowout. We need people to register their plan on the MU Extension website so we can provide them with ideas & examples, provide motivation and grants, celebrate their success. I believe churches can be a big part of this ideas success by supporting members to host.
- **Council member listening sessions with neighbors.** If you are interested, I can provide the coffee. This can be a fun way to connect with those around you and share city news.

- **Missouri Good Neighbor Week.** This is the easiest way to be able to recognize the most engaged neighbor in Republic annually. See <http://mogoodneighborweek.com>.
- **Promote enrollment** from Republic residents in the online Neighboring 101 class.
- **Expand the small Republic Neighborhood Alliance email list** for regular communication emails related to neighbors and neighborhoods in Republic.
- **Partner with HOAs in Republic.** Offer to speak at HOA meetings when possible or conduct a neighborhood lab to determine assets and program ideas for neighbors.
- Involve the faith community at a deeper level by pursuing these ideas: 1) **Neighborhood Exploration or Connection Trips**, which are being planned in partnership with the Republic faith community and ministerial alliance with a goal to get members to engage with their neighbors for the betterment of the community. 2) **Organize a meeting of non-profits in Republic** that address community needs because a regular roundtable could help with communication and programming. 3) **Plan an annual training event for neighborhoods in Republic** that could include an awards banquet for neighbors.

I believe these efforts could help move Republic forward in some very positive ways.

Sincerely,



David L. Burton  
Community Development Specialist  
University of Missouri Extension



## Join Republic Neighborhood Alliance Email

The goals of the Republic Neighborhood Alliance (RNA) are to increase positive interaction among neighbors, increase engagement with the city, help residents identify what is strong in their community, empower neighbors to discover the assets around them, and educate neighborhood leaders on how to help make

Become a part of the Republic Neighborhood Alliance at <https://www.surveymonkey.com/r/RepMoNeighbor>



**Memorandum of Understanding  
Between  
Greene County Extension Council  
And  
The City of Republic**

This Memorandum of Understanding is entered into between the Greene County Extension Council, hereinafter referred to as Council, and the City of Republic, hereinafter referred to as City.

The City has local non-University funds to be used toward the salary and benefits of a local specialist’s work on a specific neighboring and engagement program.

The City agrees to reimburse the University of Missouri for 10% of the total salary and benefits for David Burton’s appointment for a period of 1 year. Benefits can vary but the total amount cannot exceed \$15,000.

The University will support David Burton’s plan of work to meet programming needs the and work of this grant.

While David Burton is working for University of Missouri Extension, the University will monthly bill this amount to the Council, and the Council will then invoice the ity .

This agreement will be in effect from May 1, 2024 through April 30, 2025.

City of Republic

Greene County Extension Council

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title & Date*

\_\_\_\_\_  
*Title & Date*

**Memorandum of  
Understanding Between  
Greene County Extension  
Council And  
The Curators of the University of Missouri**

This Memorandum of Understanding is entered into between the **Greene County Extension Council**, hereinafter referred to as Council, and **The Curators of the University of Missouri**, on behalf of University of Missouri Extension, hereinafter referred to as Extension.

The Council has local non-University funds to be used toward salary and benefits of a local specialist's work on a specific program.

The Council agrees to reimburse the University for 10% of the total salary and benefits plus associated administrative fees for David Burton's appointment for a period of 1 year. This is estimated to be about \$13,000.

The University will support David Burton's work plan to meet the programming. This agreement will be in effect from May 1, 2024, through April 30, 2025.

The Curators of the University of Missouri

Greene County Extension Council

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Title and Date