



## AGENDA

**City Council Special Session Meeting  
Municipal Court Building, 540 Civic Blvd  
November 04, 2021 at 5:30 PM**

**Matt Russell, Mayor**  
Garry Wilson, Ward II  
Christopher Updike, Ward III  
Jennifer Mitchell, Ward IV

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

### Call Meeting to Order

### Old Business and Tabled Items

1. 21-66 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title IV, Land Use, Chapter 405, Zoning Regulations, Article V, Height and Area Requirements, Exceptions, and Modifications.
2. 21-67 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title VI, Business Occupation.
3. 21-68 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Republic 63, LLC., for Public Improvements to Hankins Farm.

### Swearing-In of Appointed Official

### New Business (First Reading of Ordinances)

4. 21-69 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Birch Pointe Subdivision.

### Other Business (Resolutions)-None

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

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

### Adjournment

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



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-66 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title IV, Land Use, Chapter 405, Zoning Regulations, Article V, Height and Area Requirements, Exceptions, and Modifications.

Submitted By: Chris Tabor, Principal Planner of BUILDS Department

Date: November 4, 2021

### Issue Statement

Consideration to approve Amendments to Chapter 405 Article V "Height and Area Requirements, Exceptions, and Modifications".

### Discussion and/or Analysis

The City of Republic is requesting Amendments to Chapter 405 Article V – specifically to Sections 405.540 and 405.545, to provide clarity to existing regulations and update building height restrictions for multi-family structures.

The purpose of article five is to regulate parcels as they relate to the various zoning districts that the City of Republic has adopted. Section 405.540 consists of a chart that displays those zoning districts and conveys how various aspects of parcels are treated for each. Examples of lot attributes include, but are not limited to, setbacks for various yards on a lot, lot width/depth/frontage requirements, and lot density. Accompanying the chart is Section 405.545, which is a list of exceptions. Use of the chart necessitates bouncing back and forth between the two sections to understand the ordinance.

This amendment reduces the list of exceptions by adding them into the chart, itself, when possible and removing those which are redundant or outdated altogether.

### **Change in Maximum Building Height**

The Amendment also removes the cap on maximum building height for residential districts. Previously, all residential zoning districts capped building height at three stories. Research into the topic has led Staff to understand that the placement of the limit was originally related to concerns that the Fire Department would not be able to adequately serve buildings beyond the three stories. Staff has concluded that these concerns are now mitigated by regulations within the adopted International Fire Code (IFC). The IFC places requirements on the design and build of structures regarding fire safety. In this case, sprinkling is required for residential buildings above eleven meters or, roughly, three stories.

### Recommended Action

Staff recommends the approval of the referenced Amendment.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING TITLE IV, LAND USE, CHAPTER 405, ZONING REGULATIONS, ARTICLE V, HEIGHT AND AREA REQUIREMENTS, EXCEPTIONS, AND MODIFICATIONS**

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

*WHEREAS*, the BUILDS Staff is proposing an amendment to Chapter 405-Article V “Height and Area Requirements, Exceptions, and Modifications” at Art. 405.540 and Art. 405.545, in order to make more clear the requirements described therein and to revise said requirements to conform with currently applicable standards, as described in the attached Exhibit 1; and

*WHEREAS*, the City did submit said proposed amendment to the Planning and Zoning Commission, which did set October 12, 2021, as the date a public hearing would be held on such proposed amendment; and

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

*WHEREAS*, a public hearing was conducted by the Planning and Zoning Commission on October 12, 2021, after which the Commission rendered written findings of fact on the proposed amendment; and thereafter, submitted the same together with its recommendations, to the Council; and

*WHEREAS*, the Planning and Zoning Commission, by a vote of 6 Ayes to 0 Nays, recommended approval of such proposed amendment; and

*WHEREAS*, the proposed amendment was submitted to City Council at its regular meeting on October 19, 2021, after which the City Council did proceed to vote to adopt said amendment.

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

Section 1. The amendment to Chapter 405-Article V “Height and Area Requirements, Exceptions, and Modifications” at Art. 405.540 and Art. 405.545, as described in attached Exhibit 1 is hereby approved and adopted by Council.

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

Section 3. This Ordinance shall take effect and be in force from and after its passage as provided by law.

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

BILL NO. 21-66

ORDINANCE NO. 21-

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

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

DocuSigned by:  
*Damon Phillips*  
11F90D87116B4F4...

10/10/2021

Approved as to Form: \_\_\_\_\_, Damon Phillips,  
City Attorney

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



**405.540 Height And Area Regulations Established -- Chart**

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

**CITY OF REPUBLIC HEIGHT AND AREA REGULATIONS CHART**

	AG	R-1L	R-1M	R-1H	R1-MH	R-1Z	R-2	R-3	C-1	C-2	C-3	M-1	M-2
Min. Lot Size	3 acres	12,000 s.f.	9,000 s.f.	7,000 s.f.	6,000 s.f.	5,000 s.f.	10,000 s.f.	2,500 s.f. <sup>(44)</sup>	--	--	--	--	--
Front Setback	25'	25'	25'	25'	25'	25'	25'	<del>25'</del> <sup>(4)</sup> 15'	15' <sup>(4)</sup>	15' <sup>(4)</sup>	15' <sup>(E)</sup>	15' <sup>(4)</sup>	15' <sup>(4)</sup>
Rear Setback	25'	25'	25'	25'	25'	25'	25'	<del>25'</del> 15'	15' <sup>(E6)</sup>	15' <sup>(E6)</sup>	15' <sup>(E)</sup>	15' <sup>(G7)</sup>	30' <sup>(G7)</sup>
Side Street Setback at an Intersection of two Collector Class Streets or Greater	25'	25' <sup>(42)</sup>	25' <sup>(42)</sup>	25' <sup>(42)</sup>	25'	25'	25'	<del>25'</del> <sup>(4)</sup> 15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and Collector Class Streets	20'	20'	20'	20'	25'	25'	25'	15'	15'	15'	15'	15'	15'
Side Street Setback at an Intersection of Local and	15'	15'	15'	15'	25'	25'	25'	15'	15'	15'	15'	15'	15'

<b>Local Class Streets.</b>														
Interior Side Yard Setback	6'	6' <sup>(F)</sup>	6' <sup>(F)</sup>	6' <sup>(F)</sup>	6' <sup>(F)</sup>	0 <sup>(D4)</sup>	6'	15' <sup>(F6)</sup>	6' <sup>(F6)</sup>	6' <sup>(F6)</sup>	<u>6'</u> <sup>(F)</sup>	15' <sup>(G7)</sup>	15' <sup>(G7)</sup>	
Min. Lot Width	100'	100'	80'	70'	60'	45'	85'	70'	--	--	--	--	--	
Min. Cul-de-sac Lot Width	60'	80' <sup>(J10)</sup>	70' <sup>(J10)</sup>	60' <sup>(J10)</sup>	40' <sup>(J10)</sup>	40' <sup>(J10)</sup>	80' <sup>(J10)</sup>	60' <sup>(J10)</sup>	--	--	--	--	--	
Min. Lot Depth	200'	110'	100'	90'	80'	100'	100'	100'	--	--	--	--	--	
Max. Lot Coverage	--	--	--	--	--	--	--	80%	90%	90%	<u>90%</u>	90%	90%	
<b>Max Density (Lots per acre)</b>	<u>0.33</u>	<u>3.63</u>	<u>4.84</u>	<u>6.22</u>	<u>7.26</u>	<u>8.71</u>	<u>4.36</u>	<u>17.42</u>	--	--	--	--	--	
Min. Distance Between Structures	--	--	--	--	--	--	--	15'	--	--	--	--	--	
Max. Building Height	--	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>3</del> stories <sup>f</sup> 5)	<del>(H8)</del>	<del>(H8)</del>	<del>(H)</del>	<del>(H8)</del>	<del>(H8)</del>	

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

**405.545 Height And Area Exceptions And Conditions**

- A. ~~The minimum front yard setback established in Section 405.540 shall apply except:~~
  1. ~~Where a structure or dwelling is to be constructed on a lot or parcel of land that is within one hundred (100) feet of an existing structure or dwelling unit on both sides, the minimum front yard setback shall be an average of the two (2) closest front corners of the adjacent structures; or Where a structure or dwelling is to be constructed on a lot or parcel of land that is within one hundred (100) feet of an existing building on one (1) side only, such dwelling or structure may be constructed as close to the street as the existing adjacent building, with exception to a corner lot, in which the exception shall not apply.~~
- B. ~~(Reserved)~~
- C. ~~The front yard and side street setback can be reduced to fifteen (15) feet when off street parking is provided in the rear of the main structure or dwelling unit(s).~~
- D. ~~The dwelling unit shall be placed on one (1) interior side property line with a zero (0) setback and the dwelling unit setback on the other interior side property line shall be a minimum of ten (10) feet, excluding the connecting elements such as fences, walls and trellises, but including covered porches,~~

- patios and storage spaces which are part of the principal structure. Non-zero lot line dwelling units shall comply with the interior side yard setbacks of the appropriate single-family residential district.
- E. ~~No building shall exceed three (3) stories above grade. Upper story (third (3rd) story) windows shall not face onto an adjacent property owner's private space if within a less intensive zoning district, unless a setback of fifty (50) feet is provided and a vegetative buffer is provided in accordance with Section 405.900(C) Option 4.~~
- F. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless **the premises is located adjacent to a residential zoning district, in which case the minimum rear yard and side yard setback shall each be twenty-five (25) feet.:**
1. ~~The structure is part of a planned commercial complex or center, in which case the setback shall not apply; or~~
  2. ~~The premises is located adjacent to a residential zoning district, in which case the minimum side yard setback shall be twenty five (25) feet.~~
- G. The minimum interior side or rear yard setback shall be as established in Section **405.540** unless the premises is located adjacent to a residential zoning district, in which case the minimum **rear yard and** side yard setback shall **each** be thirty-five (35) feet in a "M-1" District; and fifty (50) feet in a "M-2" District.
- H. No maximum building height unless the structure is adjacent to a single-family residential district, in which case the height of the structure shall remain below a forty-five degree (45°) bulk plane as measured from the boundary of the adjacent residential district.
- I. ~~The minimum interior side yard setback shall not apply to parcel combinations or parcels where residential structures are constructed across a common property line, in which ownership of both lots are the same and the possibility of future subdivision is eliminated. Parcels in which residential structures are proposed for construction across common property lines must comply with the City's Subdivision Regulations.~~
- J. The minimum lot width on a cul-de-sac shall be measured across the front of the lot at the radius of the twenty-five (25) feet setback.
- K. ~~The maximum density allowable may be increased in accordance with Section **405.140(E)** — Request for an increase in density.~~
- L. ~~For corner lots at the intersection of two local class thoroughfares, the side street setback shall be fifteen (15) feet. For corner lots at the intersection of a local class thoroughfare with a collector class thoroughfare, the side street setback shall be twenty (20) feet. For all other intersections, the side street setback shall be twenty-five (25) feet.~~

# Findings of Fact

Date of Hearing:

10/12/2021

Time:

6:00PM

Type of Application:

Code Amendment

Name of Applicant:

City of Republic

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:

Q Evidence Presented against Changes

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

Approval  Denial

Commissioner Name:

Commissioner Signature:

Brandon Andrews

Date:

10/12/2021

# Findings of Fact

Date of Hearing:

10/12/2021

Time:

6:00PM

Type of Application:

Code Amendment

Name of Applicant:

City of Republic

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
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- 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:

Developers have expressed interest in apartment buildings higher than 3 stories  
C-3 wasn't on original ordinance. It is now added.

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

Approval  Denial

Commissioner Name:

Kevin Hahn

Commissioner Signature:

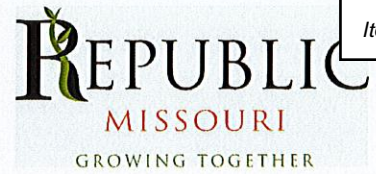


Date:

10/12/21



# Findings of Fact



Item 1.

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:**

*Removal of Max height  
Mod. location of Chart to include conditions + exceptions for better visibility*

**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:

10/12/2021

Time:

6:00PM

Type of Application:

Code Amendment

Name of Applicant:

City of Republic

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan

Yes  No

Conforming to the City's adopted Transportation Plan

Yes  No

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

Yes  No

Compatible with surrounding land uses

Yes  No

Able to be adequately served by municipal infrastructure

Yes  No

Aligned with the purposes of RSMo. 89.040

Yes  No

**Statement of Relevant Facts Found:**

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

Approval  Denial

Commissioner Name:

CYNTHIA HYDEN

Commissioner Signature:

C. Hyden

Date:

10/12/21

# Findings of Fact

Date of Hearing:

10/12/2021

Time:

6:00PM

Type of Application:

Code Amendment

Name of Applicant:

City of Republic

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

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

Approval  Denial

Commissioner Name:

RAWSON Ellis

Commissioner Signature:

Rawson Ellis

Date:

10/12/13



# Findings of Fact

Date of Hearing:

10/12/2021

Time:

6:00PM

Type of Application:

Code Amendment

Name of Applicant:

City of Republic

Location:

City Council Chambers

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

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

**Statement of Relevant Facts Found:**

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

Approval       Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

10-12-21



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-67 An Ordinance of the City Council of the City of Republic, Missouri, Amending Title VI, Business Occupation.  
Submitted By: Chris Tabor, Principal Planner of BUILDS Department  
Date: November 4, 2021

### Issue Statement

Consideration to approve Amendments to Title VI “Business and Occupation”

### Discussion and/or Analysis

The City of Republic is requesting Amendments to Title VI “Business and Occupation”, specifically Chapters 600, 605, 610, 615, 630, and 631, in order to make general updates that brings the ordinance into conformance with the processes currently practiced by the City.

Title VI lays out how the City’s licensing regime ought conduct itself. The specific areas covered by the ordinance are: licensing of liquor, licensing of businesses, licensing of solicitation activities, licensing of massage establishments, cigarette taxing, licensing of pawnshops and pawnbrokers, regulations pertaining to the purchase of precious metals or jewelry by a business, and medical marijuana facilities.

The responsibility of licensing was formerly undertaken by the City Clerk but currently falls under the purview of the BUILDS Department. This change occurred in 2018 but is not reflected by the existing ordinance. A great many of the alterations in the amendment simply denote this: simply substituting “BUILDS Department Administrator or their designee” for “City Clerk.” Other changes consist of merging the ordinance with current practices for material collection and application submission and review.

### Recommended Action

Staff recommends the approval of the referenced Amendment.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AMENDING TITLE VI, BUSINESS OCCUPATION**

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

**WHEREAS**, the City of Republic strives to continually review and revise the Municipal Code of the City of Republic, Missouri to enhance clarity and simplify needless complexity or ambiguity in its language; and

**WHEREAS**, the City of Republic revised the process of business licensing in 2018, removing it from the office of the City Clerk into the BUILDS Department to create a "one stop shop" for businesses and building.

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

Section 1: The amendments to Title VI "Business Occupation" as described in attached Exhibit 1 is hereby approved and adopted by Council.

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

Section 3: 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 November 2021.

\_\_\_\_\_  
Matt Russell, Mayor

ATTEST:

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

DocuSigned by:  
*Damon Phillips* 10/14/2021  
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Approved as to Form \_\_\_\_\_, Damon Phillips, City Attorney

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

## Exhibit 1

## 600.030 License Regulations

- A. *Package Sales, Limitations.* No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drug store, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.
- B. *Newly-Opened Restaurant Bars Or Amusement Places.*
1. Any new restaurant bar having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the restaurant bar can show a projection of annual business from prepared meals or food consumed on the premises of at least fifty percent (50%) of the total gross income of the restaurant bar for the year or can show a projection of annual business from prepared meals or food consumed on the premises which would exceed not less than two hundred thousand dollars (\$200,000.00). The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.
  2. Any new amusement place having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the amusement place can show a projection of gross receipts of at least one hundred thousand dollars (\$100,000.00) of which at least fifty thousand dollars (\$50,000.00) of such gross receipts are in non-alcoholic sales for the first (1st) year of operation. The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.
  3. Any new resort/restaurant having been in operation for less than ninety (90) days may be issued a temporary license, for a period not to exceed ninety (90) days, to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and between the hours of 6:00 A.M. on Saturdays until 1:30 A.M. on Sundays. No intoxicating liquor may be sold on Sundays except in accordance with the provisions of Section 600.020(C) of this Code of Ordinances and except in accordance with the provisions of Subsection (B)(1) hereof. No such temporary license shall be issued except for an establishment having at least thirty (30) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises, at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food; or which is a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant

can show a projection of annual gross receipts of not less than seventy-five thousand dollars (\$75,000.00) per year, with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or which is a seasonal resort restaurant as defined and with food sales as established in Subsection (2) of Section 311.095, RSMo.

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

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

D. *Operating Hours, Days.*

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

E. *General License Regulations.*

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower

or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the ~~Clerk~~**BUILDS Department Administrator or their designee** may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the ~~Clerk~~**BUILDS Department Administrator or their Designee**, upon being requested, shall permit the remaining partner or partners originally licensed, to continue to operate for the remainder of the period for which the license fee has been paid, without obtaining a new license.

4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Council. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.
- F. *Druggists May Sell And Physicians Prescribe Liquor.* Any druggist may have in his/her possession intoxicating liquor purchased by him/her from a licensed vendor under a license pursuant to State law, or intoxicating liquor lawfully acquired at the place of acquisition and legally transported into this State, and lawfully inspected, gauged and labeled as provided by State law; such intoxicating liquor to be used in connection with the business of a druggist in compounding medicines or as a solvent or preservative; provided, that nothing in this Chapter shall prevent a regularly licensed druggist, after he/she procures a license therefor, from selling intoxicating liquor in the original package, but not to be drunk or the packages opened on the premises where sold; and provided further, that nothing in this Chapter shall be construed as limiting the right of a physician to prescribe intoxicating liquor in accordance with his/her professional judgment for any patient at any time, or prevent a druggist from selling intoxicating liquor to a person on prescription from a regularly licensed physician as above provided.
- G. *Certain Persons May Not Be Supplied Intoxicating Liquors.*
1. No licensee or his employee shall sell or supply intoxicating liquor, or permit the same to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor. Intoxicating liquor shall not be given, sold or otherwise supplied to any person under the age of twenty-one (21) years, but this shall not apply to the supplying of intoxicating liquor to a person under said age for medicinal purposes only or to the administering of such intoxicating liquor to any person by a duly licensed physician. No person under the age of twenty-one (21) years shall sell, or assist in the sale or dispensing of intoxicating liquor except as may be authorized under Section 311.300, RSMo.
  2. These provisions shall not apply to premises where substantial quantity of foods are served, premises used primarily as a bowling alley or premises with licenses prescribed in Section 311.480, RSMo. For the purpose of this paragraph, "*substantial quantities of food*" shall mean the amount of prepared meals and food wherefrom at least fifty percent (50%) of the gross income of any establishment has been derived during the three (3) most recent months preceding. Persons under the age of twenty-one (21) are restricted from entering premises selling intoxicating liquors, etc., except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or

spouse over the age of twenty-one (21) years. It shall be unlawful for any licensee holding a sales-by-drink license for intoxicating liquor or beer, or his employee, agent or servant, to either directly or indirectly suffer or allow a person under the age of twenty-one (21) years to enter the premises of said licensee, except that a person age sixteen (16) through twenty (20) years may be on said premises if accompanied by a legal guardian, parent or spouse over the age of twenty-one (21) years.

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

1. No person who is the owner in possession, a tenant or subtenant, or has temporary charge of any residence or premises shall allow an open house party to take place at the residence or premises if any alcoholic beverage or drug is possessed or consumed at the residence or premises by any minor where the person knew or reasonably should have known that any alcoholic beverage or drug was in the possession of or being consumed by a minor at the residence or premises and where the person failed to take reasonable steps to prevent the possession or consumption of the alcoholic beverage or drug at the residence or premises.

The provisions of this Section shall not apply to:

- a. The consumption, use or possession of a drug by a minor pursuant to a lawful prescription for each drug.
  - b. Religious observance or prescribed medical treatments.
  - c. The possession by a minor of alcoholic beverages or lawfully prescribed drugs incidental to the lawful employment of such minor.
2. The following definitions shall be used for the provisions of this Section:

**ADULT**

Person seventeen (17) years of age or older.

**ALCOHOLIC BEVERAGE**

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

**CONTROL**

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

**DRUG**

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

**MINOR**

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



#### OPEN HOUSE PARTY

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

#### RESIDENCE OR PREMISES

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

### 600.050 Application For License And Renewal

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the **BUILDS Department Administrator or their designee**~~City Clerk~~ on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation, and whether said corporation operates any other business or controls or is controlled by any other corporation or business, and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address, and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name, and the address where said business is located. The **BUILDS Department Administrator or their designee**~~City Clerk~~ may request such additional information as ~~the Clerk may~~ **deemed** necessary or appropriate in determining whether or not an application should be granted or denied.
- C. *Review Of Application.* Upon the submission of an application to the City, the **BUILDS Department Administrator or their designee**~~City Clerk~~ shall review the application and all documents filed therewith and approve or deny the application in accordance with the following:
1. No license shall be granted for the sale of intoxicating liquor within three hundred (300) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent, in writing, of the Board of Directors of the school or hospital, or the consent, in writing, of the majority of the Managing Board of the church or place of worship, except that when a school, church or place of worship



shall hereafter be established within three hundred (300) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for lack of consent in writing as herein provided. The three hundred (300) feet distance provided for in this Section shall be measured from the center threshold of the main public entrances of such premises by the most direct walking route. No license shall be denied under this Section if a valid license to sell intoxicating beverages had been issued for the same location or address within one (1) year immediately preceding the application for a new license to be issued for the same location.

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

## 600.080 Administration Of Law -- License Suspension

- A. *Suspension Or Revocation Of License — When — Manner.* The Hearing Officer may suspend or revoke the license of any person for cause shown. In such cases the City Clerk **BUILDS Department Administrator or their designee** shall schedule a hearing before the Hearing Officer not less than ten (10) days prior to the effective date of revocation or suspension, and prior to the hearing the Clerk **BUILDS Department Administrator or their designee** shall give not less than ten (10) days' written notice specifying grounds for the suspension or revocation thereof to the licensee of the grounds upon which the license is sought to be revoked or suspended and the time, date and place of the hearing. Notice may be accomplished by personal delivery, U.S. mail or by posting on the licensed premises. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
- B. *Grounds For Suspension Or Revocation.* A license may be suspended or revoked for any of the following reasons:
1. Violating any of the provisions of either this Chapter, Chapters 311 or 312, RSMo., or any ordinance of the City;
  2. Failing to obtain or keep a license from the State Supervisor of Liquor Control;
  3. Making a false affidavit in an application for a license under this Chapter;
  4. Failing to keep an orderly place or house;
  5. Selling, offering for sale, possessing or knowingly permitting the consumption on the licensed premises of any kind of intoxicating liquors, the sale, possession or consumption of which is not authorized under the license;
  6. Selling, offering for sale, possessing or knowingly permitting the consumption of any intoxicating liquor which has not been inspected and labeled according to the laws of the State of Missouri; or
  7. Selling, giving, or otherwise supplying intoxicating liquor to:
    - a. Any person under the age of twenty-one (21) years,
    - b. Any person during unauthorized hours on the licensed premises,
    - c. A habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor, or
    - d. Any person on the licensed premises during a term of suspension as ordered by the Council.
- C. *Automatic Revocation/Suspension.* A license shall be revoked automatically if the licensee's State liquor license is revoked or if the licensee is convicted in any court of any violation of Chapter 311 or Chapter 312, RSMo., or of any felony violation of Chapter 195, RSMo., in the course of business. A license shall be suspended automatically if the licensee's State liquor license is suspended, and the suspension shall be for a term not less than that imposed by the State.
- D. *Effect Of Suspension.* No person whose license shall have been suspended by order of the Hearing Officer shall sell or give away any intoxicating liquor during the time such suspension is in effect. Any licensee desiring to keep premises open for the sale of food or merchandise during the period of suspension shall display the Hearing Officer's order of suspension in a conspicuous place on the premises so that all persons visiting the premises may readily see the same.

#### 600.090 Hearings Upon Suspension Or Revocation Of Licenses

- A. *Testimony — Evidence.* Hearings before the Hearing Officer shall be in the nature of a contested case. Testimony of witnesses and other evidence pertinent to the inquiry may be taken in such hearings, and all proceedings in such hearings shall be recorded. Any person residing or conducting a business within two hundred (200) feet of the establishment shall have the right to produce witnesses and testimony.
- B. *Witnesses — How Summoned.* Subpoenas may be issued by the Hearing Officer for any person whose testimony is desired at any hearing. Such subpoenas may be served and returns thereon made by any agent and in the same manner as provided by law for the service of subpoenas in civil suits in the Circuit Courts of this State. The Hearing Officer also may issue subpoenas duces tecum requiring the production of documents or other items pertaining to the subject of the inquiry.
- C. *Witnesses To Be Sworn.* Before any witness shall testify in any such hearing, he/she shall be sworn by the ~~City Clerk~~ **BUILDS Department Administrator or their designee** to tell the truth and nothing but the truth.
- D. *Decision — Suspension Or Revocation.* If the evidence supports a finding that the license should be revoked or suspended pursuant to Section 600.080 of this Chapter, the Hearing Officer shall issue a written order which shall include specific findings of fact and conclusions of law setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspended, then no such order shall be issued.
- E. *Appeal.* Any applicant or licensee aggrieved by a decision of the Hearing Officer may appeal such decision to the Circuit Court pursuant to the procedure set out in Code Section 430.090. The appeal shall not stay the effect of the Hearing Officer's decision.

#### 605.005 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**APPROVED** Complying with all applicable State laws and City ordinances. The word "approved" does not give any City Officer or employee discretion to fail to approve any item or method, except for failure to comply with applicable City ordinances and State laws.

**BUSINESS** Every person, sole proprietorship, corporation, partnership or other types of business enterprises, contractor, subcontractor, manufacturer, merchant or wholesaler, excluding charitable and civic groups, engaged in any business, occupation, pursuit, profession or trade or in keeping or maintaining an institution, establishment, article, utility or commodity specified in this Article, except as may be otherwise provided in this Article.

~~**CITY CLERK** The City Clerk or designated representative.~~

**CITY OFFICER** When duties and responsibilities are given to any City Officer such as the Finance Director or the Chief of Police, the duties may be performed by the named officer or any City Officer or employee under the officer's supervision, if that City Officer or employee has been assigned by his/her superior to perform the duties in question. Duties concerning drafting regulations, drafting forms or making recommendations to the City Council are not to be delegated. Duties concerning administrative appeals are not to be delegated.

**CONTRACTOR** A person who performs, or causes to be performed by employees or subcontractors, one (1) or more of the categories of building trades whether for new construction or related to maintenance or repair of existing structures or buildings.

**BUILDS DEPARTMENT ADMINISTRATOR**

**The Administrator of the BUILDS Department of the City of Republic.**

**EMPLOYEE** Any person in the regular employ of a merchant, business or contractor and whose wages, tips, commissions, fees, draw accounts, salary or any combination thereof are computed on an hourly, weekly or monthly basis.

**FEES** Unless otherwise provided, all license and permit fees and taxes levied on or required to be paid, as provided in this Code, by any merchant, manufacturer, contractor or business.

**FINANCE DIRECTOR** The Finance Director or designated representative.

**LICENSE** Unless otherwise provided, all licenses and permits required to be secured or had, as provided in this Code, by any merchant, manufacturer, business or contractor.

**LICENSE YEAR** Unless otherwise provided, the license year shall begin on January first (1st) and shall end on December thirty-first (31st) next.

**MANUFACTURER** Every person, excluding charitable and civic groups, engaged in the process of manufacturing, fabricating or refining at any place occupied for that purpose within the City, except as may be otherwise provided by ordinance.

**MERCHANT** Every person, excluding charitable and civic groups, engaged in the selling or leasing of any goods (new or used), wares (including food or beverages) or merchandise at any store, vehicle, stand or place occupied for that purpose within the City, or from catalog stores and similar operations within the City, directly to ultimate consumers for use or consumption except as may be otherwise provided by ordinance.

**PERSON** Natural person, firm, partnership, co-partnership, corporation, company, association, joint stock association and/or their lessees, duly constituted trustees or receivers, heirs, administrators or assigns.

**RETAILER** Any person who sells to a consumer or to any person for any purpose other than resale.

**SAFE** Having no defect in design, materials, workmanship, method of installation or method of normal use which creates a hazard to any person or property.

**SPECIAL EVENT** An activity that takes place ~~in~~over a short period of time usually less than one (1) week and generally occurring once per year. Examples of special events include Pumpkin Daze, the fair and the rodeo.

**SUBCONTRACTOR** A licensed contractor under contract or performing for and not on the payroll of a licensed contractor or owner.

**TEMPORARY LICENSE** An extension of time within which the prior year's license may be used to operate on a temporary basis but not to extend longer than March second (2nd) of the license year or a license issued for a brief duration as authorized in this Chapter.

**TEMPORARY SEASONAL BUSINESS LICENSE** A business license to a business that operates during a specific period of time during the year and operates ninety (90) days or less in a year.

**WHOLESALE** Any person engaged in the business of making sales of merchandise or products to any other person engaged in the business of making sales of merchandise or products at retail within the City.

#### 605.010 General Provisions

- A. *Scope.* The provisions of this Section apply to all business licenses of the City, except where an ordinance concerning a particular business contains a specific provision to the contrary, in which case the specific provision shall apply.
- B. *License Required.* It shall be unlawful for a person to operate a business within the City without first having obtained a valid business license or permit. It shall be unlawful for a person to continue to operate a business after the expiration of the license unless an application has been made for a new license and a new license has been issued.
  1. Advertising or soliciting constitutes engaging in business. It shall be unlawful for any person who is required by the provisions of this Chapter to secure a license to advertise the activity without first securing such license. The listing in an advertisement of an address which is inside the City or a telephone number which is located inside the City shall constitute prima facie evidence that the person is engaged in the business activity that is being advertised. For purposes of this Section, "advertising" means the use of any handbill, billboard, sign, newspaper, radio, loudspeaker, television, telephone listing, internet computer listing or other message or device whereby the services or products are offered to the public.
  2. It shall be unlawful for any person who is required by the provisions of this Chapter to have a license in order to engage in the licensed activity to solicit, to accept consideration or to offer the services or products to the public without first securing a license.
- C. *Application — Issuance Of License.* In the absence of a provision to the contrary, applications for business licenses shall be made to the **BUILDS Department Administrator or their designee City Clerk** on forms supplied by the **BUILDS Department Administrator or their designee City Clerk**. No license shall be issued to any merchant, manufacturer, business, occupation or trade until all of its delinquent financial obligations to the City have been paid. Financial obligations include, but are not limited to, personal property taxes, other license fees, water service fees, sewer service fees, permit fees or inspection fees. If all required information is supplied, the requested fees have been paid, and it does not appear that any applicable State law or City ordinance will be violated by the operation of the business, the license shall be issued.
- D. *Late Fee.* Businesses (except temporary and seasonal businesses) failing to submit an application for license renewal by January first (1st) will be deemed to be late and be assessed a late fee as provided for in the fee schedule found in Section 805.060.
- E. *License Non-Assignable.* No license shall be assignable, transferable or refundable.
- F. *Occupancy Permit Required.* Licenses required by this Article shall not be issued until an

occupancy permit has been issued and approved by the Community Development Department unless the business is one that in common practice would not necessarily have a business location in the City. In such a case, the business must provide the address of its business location on its application and must provide the City with notice of any change of address within a reasonable time after the change. In addition, no occupancy or building permit may be issued until such time contractors and/or subcontractors have made application for a business license. Occupancy permitting may be waived for businesses operating out of residences at the discretion of the BUILDS Department Administrator or their designee.

- G. *Issuing Agency.* The BUILDS Department Administrator or their designee~~City Clerk~~ shall issue all approved licenses and subsequent licenses.
- H. *Maintenance And Posting Of License.* All licenses granted by the City shall be carefully preserved at the address for which they were issued as shown thereon, be prominently posted and be available for examination during normal business hours by any duly authorized agent of the City.
- I. *Denial Of License.* No license or permit shall be issued to any applicant who shall have failed to pay any other obligation then due and owing to the City, including, but not limited to, sales tax, tourism tax, personal property tax, inspection fees and sewer connection fees, or be in violation of any lawfully imposed building, health, safety or zoning code and/or ordinance; nor shall any license or permit be issued to any applicant for the purpose of conducting business at any location where any neighborhood improvement district assessment is delinquent and unpaid.
- J. *Inspections.* Any business in the City may be inspected by City Officers and employees authorized to enforce provisions of ordinances relating to that business. In the absence of an emergency and in the absence of sound reasons whereby an inspection cannot be made during regular business hours, inspections shall be made during regular business hours. Immediately upon arriving at the place of business for the purpose of making an inspection, the City Officer or employee making the inspection shall identify himself/herself and shall state that the purpose of the visit is to make an inspection. No person having control of any business premises shall refuse to permit a City Officer or employee to enter for the purpose of making an inspection. If entry is refused, the City Officer or employee shall leave and seek a search warrant or other appropriate court order to gain entry.
- K. *Issuance.* Licenses shall be issued to each applicant complying with all applicable State laws and City ordinances and licenses shall be refused for any applicant failing to comply with all such applicable laws and ordinances.
- L. *Issuance Of Temporary License.* Upon application for a new business license and if the BUILDS Department Administrator or their designee~~City Clerk~~ determines that the requirements for obtaining a license have been substantially met except for minor procedural or ministerial matters, a temporary license may be issued for a period of thirty (30) days upon payment of a processing fee as provided for in the fee schedule found in Section 805.060. The temporary license may be extended for one (1) additional thirty (30) day period upon written application to the BUILDS Department Administrator or their designee~~City Clerk~~ and a determination that the applicant is making progress toward compliance with the requirements of this Code.
- M. *Issuance Of A Temporary Seasonal License.* Upon application for a temporary seasonal business license and if the BUILDS Department Administrator or their designee~~City Clerk~~ determines that the requirements for obtaining a business license have been met, a temporary seasonal business license shall be issued for a period not to exceed ninety (90)

days upon payment of a processing fee as provided for in the feeschedule found in Section 805.060. For purposes of this Chapter, a temporary seasonalbusiness license is not a renewal of a previous license but is a request for issuance of a new license **and may not be issued in lieu of renewal.**

605.020 Duration Of Licenses -- Prorating Of License Fees, Etc.

- A. The term of licenses issued pursuant to this Chapter shall be for one (1) year beginning January 1 and ending December 31 of the same year. All license fees shall be paid in full and in advance.
- B. Every merchant, manufacturer, contractor or business renewing a license shall submit the required license application and fee on or before January 1. Any new merchant, manufacturer, contractor or business commencing operations or business in the last quarter of the year shall pay a prorated fee as provided for in the fee schedule found in Section 805.060.

605.030 Separate License For Each Place Of Business

- A. A separate license shall be obtained for each place of business operated by a licensee under this Chapter.
- B. A license may be amended to authorize the conduct of the same business or manufacturing at a different location, provided the control of the business remains with the same person, upon filing with the **BUILDS Department Administrator or their designee** ~~City Clerk~~ an amended application, within fifteen (15) days of the change. It shall also be compulsory that all requirements of the building, health, safety or zoning codes or ordinances be met in respect to the new location and premises.

605.060 Proof Of Taxes Paid Required

- A. Any person, firm or corporation who is required to pay sales tax to the City of Republic, Missouri, must show proof to the **BUILDS Department Administrator or their designee** ~~City Clerk~~ that all sales taxes due to the State of Missouri and the City of Republic, Missouri, have been paid to the date of the application prior to being issued a City business license.
- B. Any person, firm or corporation failing to provide proof of payment of such sales tax shall not be issued a City business license until such time as said State and City sales taxes and penalties and interest thereon are fully paid and the Department of Revenue for the State of Missouri certifies that same are fully paid.

605.070 Violations -- Denial, Non-Renewal, Suspension Or Revocation

- A. *Delinquent Payments.* All license fees provided for in this Article shall be deemed delinquent if not paid on or before the due date.
- B. *Safety Precautions.* No contractor or trade doing business within the City limits and actively engaged in the business of electrical work, paving, plumbing, sewer work or gas fitting shall permit any unsafe conditions to be left without placement of suitable warning lights, signs or barriers and recognized suitable trench safety. Any such violation shall be deemed a public nuisance and may be abated by action for civil damages or injunction or both such remedies.
- C. *Grounds For Denial Or Non-Renewal.* The **BUILDS Department Administrator or their**



designee ~~City Clerk~~ shall not issue a business license when the ~~City Clerk~~ has reason to believe that the issuance of the license will result in the operation of the business in violation of this Code or that the operation of the business will cause or result in a nuisance or that a nuisance is on the land where the business is to be licensed. Upon the **BUILDS Department Administrator or their designee** ~~City Clerk~~ making a determination that there may be a violation of this Section, the **BUILDS Department Administrator or their designee** ~~City Clerk~~ shall notify the applicant in writing that the **BUILDS Department Administrator or their designee** ~~City Clerk~~ will not issue the license or that the **BUILDS Department Administrator or their designee** ~~City Clerk~~ will not renew the license, stating the reasons for the ~~City Clerk's~~ decision or the BUILDS Department Administrator or their designee.

- D. *Procedure For Denial Or Non-Renewal.* If the **BUILDS Department Administrator or their designee** ~~City Clerk~~ determines that the application for a license is not to be granted or if the **BUILDS Department Administrator or their designee** ~~City Clerk~~ determines not to renew the license, then a written notice to the person requesting the license or renewal thereof shall give the applicant at least five (5) days' notice to request an informal meeting with the **BUILDS Department Administrator or their designee** ~~City Clerk~~. The **BUILDS Department Administrator or their designee** ~~City Clerk~~ shall, if an informal meeting is requested within that time, hold a meeting with the applicant, informing the applicant of the basis upon which the decision was made and shall attempt to informally resolve the matter. The informal meeting shall be held within ~~five~~ **ten (10)** ~~working~~ days of receipt of the written request for an informal meeting. After such informal meeting, the **BUILDS Department Administrator or their designee** ~~City Clerk~~ may reverse the ~~City Clerk's~~ decision **of the BUILDS Department Administrator or their designee** or may reaffirm the prior decision in writing. The ~~City Clerk's~~ written decision **of the BUILDS Department Administrator or their designee** shall be issued within five (5) days of the informal meeting. Thereafter, the applicant may request a public hearing by filing a written request with the **BUILDS Department Administrator or their designee** ~~City Clerk~~ within ten (10) days of the date of the ~~City Clerk's~~ written decision **of the BUILDS Department Administrator or their designee**. At the public hearing, a hearing officer appointed by the City Administrator shall hear evidence, determine the facts upon the evidence presented at the hearing and render a decision. The public hearing shall be held within twenty (20) days of the receipt of the written request by the **BUILDS Department Administrator or their designee** ~~City Clerk~~. The decision of the hearing officer shall be in writing and shall be issued within ten (10) days of the hearing. The hearing may be continued by the hearing officer for good cause shown by any party to the proceeding.
- E. *Revocation Or Suspension Of License Authorized.* The license of a merchant, manufacturer, contractor or business may be revoked by a hearing officer after public hearing and notice for any one (1) or more of the following reasons:
1. Failure to comply with the provisions of this Article or any other ordinance pertaining to the business codes, building codes, fire codes, health codes or zoning codes or ordinances of the City.
  2. Failure to operate the business as required by law.
  3. Creation of a public nuisance.
  4. Providing false information to obtain a license.
  5. Failure to pay any obligation due and owing to the City.
- F. *Notice Of Suspension Or Revocation Hearing.* Upon the **BUILDS Department Administrator or their designee** ~~City Clerk~~ determining that a possible violation of this Article has occurred, the **BUILDS Department Administrator or their designee** ~~City Clerk~~ shall issue a notice that



a hearing relative to the possible suspension or revocation of the business license is to be held pursuant to this Section. The licensee shall have at least five (5) days' written notice of the time and place of such hearing. The written notice shall be directed by certified or registered U.S. mail to the business address of the licensee on the licensee's application on file in the office of the **BUILDS Department Administrator or their designee**~~City Clerk~~ and shall specify the grounds upon which the license is sought to be suspended or revoked.

At the public hearing, a hearing officer appointed by the City Administrator shall hear evidence, determine the facts based upon the evidence presented at the hearing and render a decision. The decision of the hearing officer shall be in writing and shall be issued within ten (10) days of the hearing. The hearing may be continued by the hearing officer for good cause shown by any party to the proceeding.

- G. *Hearing On Suspension Or Revocation — Appeals.* The licensee may present such evidence on licensee's behalf as the Hearing Officer deems relevant. The Hearing Officer's decision may be appealed pursuant to the procedure set out in Code Section 430.090. The appeal shall not stay the effect of the Hearing Officer's decision.
- H. *Conduct Of Hearings.* The hearing officer shall have all the powers set forth in this Article and Chapter 430 of this Code and shall conduct the hearing in accordance with the procedures set forth in this Article and Chapter 430. The hearing officer shall determine whether or not there is a basis for not issuing the license, not renewing the license, suspending the license or revoking the license. The decision of the hearing officer and the right to appeal his decision shall be in accordance with this Article and Chapter 430 of this Code. All notice for purposes of this Section shall be deemed to occur two (2) days after the date the notice is placed in the United States mail, postage prepaid.
- I. *Suspension Disposition.* If the hearing officer determines that the violation has been corrected or that the licensee is actively and continuously working to correct the violation, then the hearing officer may issue a suspension order not to exceed sixty (60) days. Upon expiration of the period of suspension, the licensee shall submit a written request to the **BUILDS Department Administrator or their designee**~~City Clerk~~ for reinstatement of the license. If the **BUILDS Department Administrator or their designee**~~City Clerk~~ determines that the licensee is in compliance with the requirements of this Article, the **BUILDS Department Administrator or their designee**~~City Clerk~~ shall issue a written notice of reinstatement. If the **BUILDS Department Administrator or their designee**~~City Clerk~~ determines that the licensee is not in compliance with this Article, the proceedings for revocation of a license shall be instituted.
- J. *Revocation Disposition.* If the hearing officer determines that there is a violation of this Article that has not been corrected or that the violation is incapable of being corrected or that the licensee is not actively and continuously working to correct the violation, the hearing officer shall revoke the business license. Upon revocation of a license, a business shall not be eligible to apply for a business license in the City for one (1) year from the date of revocation. After one (1) year, the licensee may apply for a license subject to meeting all requirements set forth in this Article.
- K. *Discontinuance Of Or Withholding Of City Services.* The City, its boards, commissions or agents shall withhold or discontinue all City improvements or services of whatsoever nature, including the furnishing of sewer, water, electricity and gas, and further, no permits shall be issued by the Community Development Department or Public Works Department to any entity or persons operating a business within the City limits without a valid business license issued pursuant to this Article. Disconnection from the City water utilities may be carried out if such violation is not corrected within ten (10) days after delivery of a notice of such

violation.

#### 605.110 License -- Fees

- A. The license required by Section 605.100 shall be issued by the **BUILDS Department Administrator or their designee**~~City Clerk~~ upon payment of a fee as provided for in the fee schedule found in Section 805.060.
1. A vehicle with a capacity of one-half (1/2) ton or less.
  2. A vehicle with a capacity of one-half (1/2) ton not exceeding one and one-half (1 1/2) ton.
  3. A vehicle with a capacity of over one and one-half (1 1/2) ton.

#### 605.130 Collection And Accounting For Taxes Collected Under Article

The license taxes provided for in Section 605.110 shall be collected by the Director of Finance and accounted for as other license taxes. The license required by Section 605.100 shall not be issued until the amount prescribed therefor shall have been paid to the Director of Finance, and no license shall be assigned or transferred. All licenses shall be signed ~~by the Mayor and attested by~~ **by the BUILDS Department Administrator or their designee**~~City Clerk and countersigned by the Director of Finance.~~

#### 605.140 Exchange Telephone Service -- License Tax

- A. Every person, firm, company or corporation now or hereafter engaged in the business of furnishing exchange telephone service in the City of Republic, Missouri, shall pay the said City as an annual license tax, three percent (3%) of the gross receipts derived from the furnishing of such service within said City, as hereinafter set forth.
- B. All such persons, firms, companies or corporations mentioned in Subsection (A) hereof shall file with the **BUILDS Department Administrator or their designee**~~City Clerk~~ of the said City on or before the fifteenth (15th) day of July, 1969, a sworn statement of the gross receipts derived by such person, firm, company or corporation from the furnishing of such service during the period from January 1, 1969 to June 30, 1969 and on or before the fifteenth (15th) day of July and January of each calendar year thereafter a similar statement of the gross receipts derived by such person, firm, company or corporation from the furnishing of such service during the six (6) month period immediately preceding. At the time of filing any such statement, the person, firm, company or corporation involved shall pay to the City Collector of the City three percent (3%) of such gross receipts.
- C. The first payment of tax provided for herein shall be due and payable on July 15, 1969 and shall be for the period from January 1, 1969 to June 30, 1969.
- D. The payments required by the provisions of this Section shall be in lieu of all other excises, changes, exactions, rentals, impositions or other license or occupation taxes heretofore imposed upon any person, firm, company or corporation engaged in the business described in Subsection (A) hereof, but nothing herein contained shall be construed to exempt such person, firm, company or corporation from any general or special ad valorem tax imposed upon the public generally by said City.
- E. By letter dated April 12, 2006, the Director of Revenue set forth information as to gross receipts and taxes paid by telecommunications companies. The figures appear to show a substantial under payment of taxes to the City of Republic and are at best in need of further analysis to determine if other inaccuracies in the figures may exist that would

substantially alter the calculation of the revenue neutral rate. That based upon the most reliable information now before the Board, the Board determines that the revenue neutral rate for the City of Republic to be three percent (3%) and the percentage set forth in Subsections (A — B) of this Section is adjusted to reflect the revenue neutral rate and is to be effective July 1, 2006.

- F. It is the intent of the City of Republic to fully comply with the requirements of law; however, certain Cities in the State of Missouri have filed suit challenging the validity of Section 92.086, RSMo., and should a court of law determine in that case or any other case instituted to establish a different revenue neutral rate for the City of Republic that a lesser rate should apply, then the City's rate shall be adjusted to meet the judgment of the court upon exhaustion of all appeals.

#### 610.060 Identification Card -- Termination

- A. Any registration may be revoked or suspended upon a finding by the Hearing Officer that the registrant has failed to maintain compliance with the provisions of this Chapter or the conditions of the ~~City Clerk's~~ acceptance of the application by the **BUILDS Department Administrator or their designee**.
- B. The hearing procedures set forth in Code Section 605.070 shall apply to this Chapter.

#### 610.070 Licenses Required

No professional solicitor shall participate in public solicitation until he/she has obtained the proper licensing from the **BUILDS Department Administrator or their designee**~~City Clerk~~ and has paid the applicable merchant license fee.

#### 610.090 Reports By Registrants -- Records Open To Inspection

All persons registered with the **BUILDS Department Administrator or their designee**~~City Clerk~~ must maintain, for his/her inspection or that of his/her duly authorized agent, complete records of all transactions in which the registrant engages and for which the public solicitation was made.

#### 610.100 Solicitations From Occupants Of Motor Vehicles Prohibited

Without prior approval from the **BUILDS Department Administrator or their designee**~~City Clerk~~, it shall be unlawful for any person to engage in any public solicitation from the occupants of any motor vehicle while said motor vehicle shall be upon the public streets or ways of the City unless the vehicle shall be lawfully parked at the time of said solicitation.

#### 615.030 License Fee

- A. Any person obtaining a license to act as a massage business shall pay to the **BUILDS Department Administrator or their designee**~~City Clerk~~ a license fee as provided for in the fee schedule found in Section 805.060. The term of licenses issued shall be for one (1) year beginning January 1 and ending December 31 of the same year. All license fees shall be paid in full and in advance. Any new massage business commencing business in the last quarter of the year shall pay a prorated fee as provided for in the fee schedule found in Section 805.060.
- B. Every massage business renewing a license shall submit the required license application and fee on or before January 1.

## 630.010 Definitions

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

CHIEF OF POLICE The Chief of Police of the City of Republic Police Department. ~~CITY CLERK The person appointed by Council of the City of Republic to perform the City Clerk duties.~~

**BUILDS DEPARTMENT ADMINISTRATOR**

**The Administrator of the BUILDS Department of the City of Republic.**

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

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

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

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

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

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

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

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

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

#### 630.020 Licenses

- A. *Licenses Required.* No person shall operate a pawnshop in the City of Republic unless such person obtains a pawnshop license issued by the City in accordance with the general licensing provisions of the Municipal Code and the specific provisions of this Chapter. A license is required for each place where pawnbroking business is transacted, and no one shall act as an agent, employee, or solicitor for any pawnbroker while such pawnbroker is engaged in such business at a place other than that specified in the license. It shall be unlawful for any person to conduct or transact a pawnbroker business in the City unless he/she shall keep posted in a conspicuous place in the place of business, license certificate therefor, and a copy of all ordinances relating to pawnbrokers.
- B. *Licensing Year.* All licenses issued under this Chapter are for a period of one (1) year, or portion of one (1) year, and expire on Midnight of March fifteenth (15th). The license fee for any license which is issued for a portion of a year shall be prorated by the **BUILDS Department Administrator or their designee**~~City Clerk~~.
- C. *Application For New Pawnshop License.* An application for a new pawnshop license shall be under oath and on forms prescribed and provided by the **BUILDS Department Administrator or their designee**~~City Clerk~~ and shall contain other relevant information sufficient to inform the **BUILDS Department Administrator or their designee**~~City Clerk~~ regarding the qualifications of the applicant for a license as required by the **BUILDS Department Administrator or their designee**~~City Clerk~~. At a minimum, the application shall include:
1. The full name and address of the applicant, and each prospective pawnshop employee, if known, for the past two (2) years;
  2. The address where the business is to be conducted;
  3. A statement as to whether the applicant, and each prospective pawnshop employee, if known, have ever been convicted of a felony;
  4. The name, address and phone number of at least two (2) persons of good moral character who may be used as character references for the applicant, and each prospective pawnshop employee, if known; and
  5. If the applicant is a partnership, the application shall include the required information for each partner, and whether such partner is a general partner or a limited partner. If the applicant is a corporation or limited liability company, the application shall include the required information for each officer, shareholder and director.
  6. The application shall be accompanied by:
    - a. An investigation fee is required, as provided for in the fee schedule found in Section 805.060, if the applicant is unlicensed at the time of applying for the pawnshop license, an additional fee is required as provided for in the fee schedule found in Section 805.060, if the applicant is unlicensed at the time of applying for the pawnshop license, or two hundred fifty dollars (\$250.00) if the application involves a second (2nd) or additional license to an applicant previously licensed for a separate location, or involves substantially identical principals and owners of a licensed pawnshop at a separate location;

- b. Proof of general liability insurance in the amount of five hundred thousand dollars (\$500,000.00);
  - c. An annual fee as provided for in the fee schedule found in Section 805.060; and
  - d. If the applicant is a corporation, a "certificate of good standing" issued by the Missouri Secretary of State.
- D. *Non-Use And Transfer Of License.*
- 1. If a pawnbroker shall not conduct business for any continuous period of ninety (90) days at any time after the issuance of a license, the license shall be null and void.
  - 2. Licenses are personal to the licensee and shall not be transferred to any other person. Any attempt to transfer such license to any other person shall render said license null and void. It shall be unlawful for any person to do business, or to attempt to do business under a license transferred to him.
- E. *Investigation By **BUILDS Department Administrator or their designee** City Clerk.* The **BUILDS Department Administrator or their designee** City Clerk shall investigate the facts contained in an application for a new pawnshop license, and shall request the assistance of the Chief of Police and any other person who has knowledge of the facts contained in the application or who is authorized to investigate these facts.
- F. *Standards For Issuance.* No license shall be issued to any person who:
- 1. Is not of good moral character, or to any pawnshop employing persons who are not of good moral character;
  - 2. Makes a false statement of material facts in the application for a license or a renewal license;
  - 3. Fails to show that the pawnshop will be operated lawfully and fairly within the purposes of the Chapter;
  - 4. Has a felony or misdemeanor conviction which either directly relates to the duties and responsibilities of the occupation of pawnbroker or which otherwise makes the applicant presently unfit for a license;
  - 5. Does not have net assets of at least fifty thousand dollars (\$50,000.00) readily available for use in conducting business as a pawnshop for each licensed pawnshop; or
  - 6. Does not file with the **BUILDS Department Administrator or their designee** City Clerk a bond satisfactory to the **BUILDS Department Administrator or their designee** City Clerk in an amount of five thousand dollars (\$5,000.00) with a surety company qualified to do business in this City. The aggregate liability of such surety shall not exceed the amount stated in the bond. The bond shall run to the City for the use of the City and of any person(s) who may have a cause of action against the obligor of such bond under the provisions of this Chapter. Such bond shall be conditioned that the obligor will comply with the provisions of this Chapter and by all rules and regulations adopted by the **BUILDS Department Administrator or their designee** City Clerk and will pay to the City and to any such person(s) any and all amounts of money that may become due or owing to the City or to such person(s) from such obligor under and by virtue of the provisions of this Chapter or any rules adopted by the **BUILDS Department Administrator or their designee** City Clerk pursuant to this Chapter during the time such bond is in effect.

If the **BUILDS Department Administrator or their designee** City Clerk is unable to verify that the applicant meets the net assets requirement for a licensed pawnshop as required



by Subparagraph (5) of this Subsection, the **BUILDS Department Administrator or their designee**~~City Clerk~~ may require a finding, including the presentation of a current balance sheet, by an independent certified public accountant, that the accountant has reviewed the books and records of the applicant, and that the applicant meets the net assets requirement of this Chapter.

- G. *Exemption From Requirement For New Pawnshop License.* No person who is lawfully operating a pawnshop on the date of the enactment of this Chapter shall be required to obtain a license under this Section in order to continue operating such pawnshop, so long as such person does not violate any other provisions of Sections 367.011 to 367.060, RSMo., or this Chapter. Such persons may continue to operate those pawnshops then in existence, but thereafter must receive annual renewal licenses even though the operation of such pawnshop might cause the number of pawnbrokers in the City to exceed the number determined by operation of Subsection (H) hereof. Such persons shall be required to pay the five hundred dollar (\$500.00) annual fee prescribed in Subsection (I), but such payment shall be in lieu of any occupational license fee.
- H. *Limitation On Number Of Pawnbrokers In The City.* Subject to the provisions of Subsection (G) hereof, no license for engaging in the business of pawnbroker shall be issued when the issuance thereof would increase the number of such licenses outstanding and in force at that time to more than one (1) per each twelve thousand (12,000) inhabitants residing in the City.
- I. *Subsequent License Applications.* Subsequent to the first year for which a license is issued to a pawnbroker, each pawnbroker shall make a renewal application to the **BUILDS Department Administrator or their designee**~~City Clerk~~. The application shall be filed by March first of the current licensing year, and shall be on the forms, and shall contain such information, as the **BUILDS Department Administrator or their designee**~~City Clerk~~ may require. The forms shall contain such information as will assist the **BUILDS Department Administrator or their designee**~~City Clerk~~ in determining whether conditions have changed and whether a renewal license should be issued for the subsequent licensing year. The **BUILDS Department Administrator or their designee**~~City Clerk~~ may request the assistance of the Chief of Police or any other City employee or person having knowledge of the truth or falsity of the matters contained in the application, or who is able to investigate those matters. The annual fee for the issuance of a renewal license applies as provided for in the fee schedule found in Section 805.060.
- J. *Denial, Suspension Or Revocation Of License.*
1. If the **BUILDS Department Administrator or their designee**~~City Clerk~~ believes that any condition prevents issuance of a license or such condition has changed in the case of a renewal of a license such that the licensee would not be eligible to receive a pawnbroker's license, or that the licensee is in violation of this Chapter or any State or municipal law, the **BUILDS Department Administrator or their designee**~~City Clerk~~ shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply.
  2. If the **BUILDS Department Administrator or their designee**~~City Clerk~~ believes that the licensee is capable of remedying the adverse change in conditions, and if the licensee has not previously been in violation of this Chapter or State or municipal law, the **BUILDS Department Administrator or their designee**~~City Clerk~~ shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply. If the **BUILDS**

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

3. If the BUILDS Department~~City Clerk~~ believes that the safety, morals, or peace of residents of the City is immediately affected by the change in conditions, the BUILDS Department Administrator or their designee~~City Clerk~~ may suspend or revoke the license prior to the hearing called for below, but he/she shall afford the licensee an informal meeting to determine if the emergency suspension should continue in place and the informal meeting will be within five (5) business days of the suspension or revocation. If the BUILDS Department Administrator or their designee~~City Clerk~~ believes that the changed condition is not of such imminent hazard to the safety, morals, or peace of the residents of the City, he/she shall notify the licensee in writing of the intended action and the reasons therefor and the hearing procedures set forth in Code Section 605.070 shall apply. This procedure shall apply to a hearing as a result of an emergency suspension described above.

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

1. No license shall be issued for the operation of a pawnshop as defined within this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any church or other building regularly used as a place of religious worship, school, or residentially zoned property. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.
2. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of property on which there is located another pawnshop. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.
3. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any residence, unless the licensee shall provide to the BUILDS Department Administrator or their designee~~City Clerk~~ written authorization for such operation from the owner of record of such property and each adult resident thereof. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.

631.010 Purchase Documentation

- A. Any business offering payment for the purchase of gold, silver or other precious metal, including, but not limited to, aluminum, copper, bronze or precious or semi-precious stones and/or jewelry shall, prior to accepting any such items:
  1. Every person required to make and maintain records shall make a daily report to the Chief of Police, giving a complete description of all articles purchased or taken in barter or exchange by him or pledged with him, including the date of the transaction, any number, letter, marking or engraving that may be on such



property for the purposes of identification, including any owner-applied markings, and the first and last name, residential address, driver's license number, military identification number, identification certificate number, or other official number capable of identifying the seller or pledger, race, sex, color of eyes and hair, and height and weight of the person from whom a purchase was made. For all property purchased or taken in barter or exchange, an acknowledgment that the seller provided the dealer at the time of the sale or barter or exchange with a signed document that the seller had the right to sell the property.

- a. Any person selling any of the items listed in this Section must provide the person taking such goods a valid government-issued identification to complete required forms.
  - b. No person or business, either wholesale or retail, shall receive any personal property from any minor without written consent of such minor's parents or guardian.
2. Every person regularly engaged in or conducting business for the purchase, sale, barter, exchange, recycling, reselling of antiques, coins, any metal including, but not limited to, aluminum, copper, gold, silver, brass, bronze and platinum, gems and semi-precious stones, watches, both wholesale and retail, shall keep a substantial and well-bound book or other form of permanent record in which he/she shall legibly and permanently enter a description of all personal property, including precious gems or metals, pledged or purchased by him/her, except those items purchased from wholesale dealers, including any number, letter, marking or engraving that may be on such property for purposes of identification, including any owner-applied markings. For purposes of this Chapter, the term "*offering payment*" means the purchase, sale, barter or exchange of any item mentioned in this Subsection, including the advertising thereof, and including such business conducted by an established dealer in a permanent location, and including any temporary, transient or itinerant business, whether or not such dealer is engaged in other business activities at such locations.
- a. If such property contains in whole or in part a precious gem or metal and such property is difficult to describe, the property shall be photographed and the photograph shall be attached to the record book or kept with the other permanent record describing the property. The amount of the loan or purchase price and, if a loan, the time when the loan shall be due, and the interest charged therefore shall also be recorded.
  - b. Such records shall not be defaced or erased and shall be open to any Peace Officer as defined in Section 590.010, RSMo., together with the articles purchased or pledged, provided that the articles shall be still in the possession of the dealer or merchant. For purposes of this Chapter, a secondhand dealer shall include, but not be limited to, those persons who purchase items for resale at flea markets and persons other than wholesale dealers in such items.
  - c. Every person or business required to keep permanent records under this Section shall keep those records for a period of at least two (2) years from the date of the last transaction recorded therein.
  - d. Every person or business shall make their reports of such property (pledged, taken in barter or exchange, or purchased) electronically as set out in Section 367.031, RSMo., and shall report the information prescribed by that Statute and Subsection 90-3(a) to the electronic

database as authorized by the Statute. If more than one (1) such electronic database is available for such reporting, each dealer or person so licensed shall make their reports to the database directed for such reporting by the Chief of Police. The database designation information shall be on file with and available at the Police Department headquarter and the **BUILDS Department Administrator or their designee** ~~City Clerk~~.

- B. Each dealer or person licensed by the City and engaged in such business as described in this Subsection, in lieu of making the daily report to the Chief of Police as described in the preceding Subsection, shall make their daily reports of such property (pledged, taken in barter or exchange, or purchased) electronically as set out in Section 367.031, RSMo., and shall report the information prescribed by that Statute and in the preceding Subsection to the electronic database as authorized by the Statute. If more than one (1) such electronic database is available for such reporting, each dealer or person so licensed shall make their reports to the database directed for such reporting by the Chief of Police. This database designation information shall be on file with and available at the Police Department headquarters and the **BUILDS Department Administrator or their designee** ~~City Clerk~~.
1. Every person required to make and maintain records pursuant to this Section, in addition to the report required in Subsection (B), shall make a report of any purchase, sale, barter or exchange of scrap metal, including aluminum, copper, platinum and all other metals regardless of kind or type, with a value of fifty dollars (\$50.00) or more within twenty-four (24) hours of the purchase, sale, barter or exchange to the Chief of Police in an electronic database designated by such Chief. The electronic database form or report shall be completed in full without missing data or information.
- C. No gold, silver, diamonds or other precious or semi-precious gems or precious metals received or purchased by any person subject to Subsection (A), including, but not limited to, all persons license by the City and engaged in such business as described in Subsection (A), shall be removed from a designated location within the City within ten (10) days after receipt thereof, except when redeemed by the owner, nor shall any such precious gems or precious metals be melted or recut within ten (10) days from the receipt thereof, except when redeemed by the owner. Further, no person subject to Section 631.010, including, but not limited to, all persons licensed and engaged in such business as described in Subsection (A), shall sell, transfer ownership or possession of, or otherwise remove from said designated location any goods of any kind or type, including, but not limited to, all items described in Subsection (A), received in purchase, sale, barter, exchange for seventy-two (72) hours from the time of the receipt of such goods, except for redemption of such goods by the owner.
- D. The requirements of this Section are in addition to any other requirements on businesses found elsewhere in the Republic Municipal Code.
- E. Violations of this Section shall be punishable by the general punishment provisions set forth in Section 100.220 of the Republic Municipal Code.

#### 610.040 Identification Card -- Application

- A. Any person required to register under Section 610.020 shall make application to the ~~City Clerk~~ **BUILDS Department Administrator or their designee** upon an approved form for registration. No application will be accepted until satisfactory evidence is presented to the ~~City Clerk~~ **BUILDS Department Administrator or their designee** that:
1. ~~The applicant is of good moral character;~~

- 2- Shall not have been convicted of a felony in the last five (5) years;
- 3- Shall not have had his/her registration revoked within the past three (3) years;and
- 4- Shall have paid a non-refundable annual application fee as provided for in the fee schedule found in Section 805.060 for a calendar year. In addition, a person may obtain a quarterly permit for ninety (90) days as provided for in the fee schedule found in Section 805.060.
- 5- The applicant shall deliver the application in person to City Hall.

#### 610.080 Background Check

For purposes of ascertaining if criminal convictions have occurred, ~~fingerprinting of applicants or licensees for the purpose of receiving~~ criminal history record information shall be required with the applicants or licensees bearing **both the responsibility and** the cost of obtaining the criminal record history per the fees established by the State of Missouri. A criminal history shall be good for a period of January first (1st) through December thirty-first (31st) of the year of the application.



## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-68 An Ordinance of the City Council of the City of Republic, Missouri, Authorizing the City Administrator to Enter into a Development Agreement with Republic 63, LLC., for Public Improvements to Hankins Farm.

Submitted By: Andrew Nelson, Republic BUILDS Director

Date: November 4, 2021

### Issue Statement

This agreement would allow the City Administrator to enter into a developer's agreement with Republic 63, LLC for the construction of streets, water and sewer infrastructure for a future commercial and industrial park.

### Discussion and/or Analysis

The Developer has purchased the property located at 2561 South State Highway MM and wishes to create an industrial and commercial development like Garton business park. This agreement would allow for the City to partner to construct the necessary infrastructure and be reimbursed for the materials for these improvements. The current plan incorporates 2500 LF of street, water and sewer improvements. Upon the approval of the agreement the developer will generate the engineering drawings and quantities for the City to create an estimate and schedule of work. Current estimate from the preliminary layouts are \$1.2 M

This development incorporates a lift station upgrade that the City was planning and included in the wastewater master plan. The City will incorporate and pay for these improvements as a part of this development and agreement.

### Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH REPUBLIC 63, LLC., FOR PUBLIC IMPROVEMENTS TO HANKINS FARM**

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

**WHEREAS**, Republic 63, LLC (“Developer”) is the owner and developer of land in the Hankins Farm Business Park (“Republic 63, LLC Property”) area located in the City of Republic; and

**WHEREAS**, Developer is developing the Republic 63, LLC Property for future industrial purposes; and

**WHEREAS**, in order to continue development in the Republic 63, LLC Property, certain public improvements need to be constructed on the Republic 63, LLC Property; and

**WHEREAS**, a development agreement has been negotiated in which Developer will reimburse City the costs of installing approximately 2500 linear feet of the public improvements on the Republic 63, LLC Property related to the street, water, and sewer needed by Developer for the Republic 63, LLC Property; and

**WHEREAS**, the Developer desires to enter into a development agreement with the City to formalize the terms of the public improvements of the Republic 63, LLC Property; and

**WHEREAS**, the City Council finds this development agreement is in the best interest of the City as it will benefit the community through the continued economic growth and development of the Republic 63, LLC Property.

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

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

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

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

Section 4. This Ordinance shall be in full force and effect from and after the date of passage as provided by law.

BILL NO. 21-68

ORDINANCE NO. 21-

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

\_\_\_\_\_  
\_\_\_\_\_  
Matt Russell, Mayor

Attest:

\_\_\_\_\_

Laura Burbridge, City Clerk

Approved as to Form: DocuSigned by: *Damon Phillips* 10/22/2021, Damon Phillips, City Attorney  
11F90D87116B4F4...

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

## DEVELOPER AGREEMENT

**THIS DEVELOPER AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Republic Missouri (“City”) and Republic 63, LLC. (“Developer”). City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

**WITNESSETH:**

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

**WHEREAS**, Developer is a Missouri Limited Liability Company, and

**WHEREAS**, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at 2561 South State Highway MM, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a new commercial area on the Property in order to facilitate new development, and

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

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

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

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

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

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

- b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within 60 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to the Developer with any questions, suggestions, and/or changes. Once all the questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a time-line as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to make roadway improvements and related infrastructure improvements to the Property according to the Final Plans ("Road Improvements"). All Road Improvements will be located on the Property. The City hereby represents and warrants that it has the power and authority to make the Road Improvements.
- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning, coordination, or installation of the following utility improvements ("Utility Improvements"):
- i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities for the City to provide potable



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

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

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

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

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

- e. Other Public Improvements: On or before the expiration of the Construction Period, the City hereby agrees to assist Developer in making such other Public Improvements on the Property if any, as are practicable and appropriate in light of the totality of the circumstances presented, including City resources, to be determined solely within the discretion of the City. Other Public Improvements can be added by the Parties with the consent of all the Parties in the Amendment after the Final Plans are received.
  - f. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.
  - g. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.
3. Costs of the Public Improvements:
- a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement with exception to Engineering, plans and or construction drawings related to the relocation of the sanitary sewer lift station located on the property and associated linear improvements to facilitate said move. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
  - b. Road Improvements: City will initially pay the cost of the Road Improvements subject to this Agreement. Although City will initially pay for the Road Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Road Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Road

Improvements shall include the actual costs incurred by the City for the material expenses of the Road Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement.

c. Utility Public Improvements:

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

actual costs to be reimbursed to the City by Developer shall include the actual costs incurred by the City for the material expenses of the Storm Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City equipment and non-City owned tool rental, utilities, transportation, taxes, local, state and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Public Improvements to the Storm Water pursuant to this Agreement

- iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.
- d. Other Public Improvements: City will initially pay the cost of the Other Public Improvements subject to this Agreement. Although City will initially pay for the Other Public Improvements under this Agreement, Developer agrees to reimburse City for its actual costs of the Other Public Improvements as outlined in this Agreement. The Parties agree the actual costs to be reimbursed to City by Developer for the Other Public Improvements shall include the actual costs incurred by the City for the material expenses of the Other Public Improvements and the actual expenses incurred by the City for the labor of City employees including contractors and subcontractors, City and non-City owned equipment and tool rental costs, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Other Public Improvements pursuant to this Agreement.
- e. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15<sup>th</sup> day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.
- f. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works

Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under Paragraph 12.

- g. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law to the public. Once the bids and/or quotes are provided to Developer, it may, if it determines that it has an applicable legally justifiable reason to oppose utilization of any responder, such as by objecting to competence of same, within three business days provide City in writing with such legally justifiable reason in opposition. The City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
  - h. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer, or being held in trust or for the benefit of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.
4. Tax Consequences: No warranty or representation of the tax consequences, if any, is made by the Parties.
  5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
  6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be made before the City commences work under this Agreement. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps,

including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

7. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
8. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
9. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.
10. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
11. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
12. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.



13. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement may cause temporary or permanent damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property in the course of completing the Public Improvements contemplated by this Agreement.
14. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
16. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
17. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
18. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
19. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
20. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

- 21. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
- 22. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
- 23. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 24. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 25. Contract Documents: The Agreement shall consist of the following:
  - a. This Agreement;
  - b. Exhibit A – Legal description;
  - c. Any properly executed amendments.
- 26. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

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

to Developer:                Republic 63, LLC  
                                       ATTN: Tom Rankin  
                                       2808 S. Ingram Mill, A100  
                                       Springfield, MO 65804

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

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

Republic 63, LLC

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

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

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

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

**CITY OF REPUBLIC**

---

David Cameron, City Administrator

---

Attest: Laura Burbridge, City Clerk

**Approved as to Form:**

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City Attorney

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# Hankins Republic Infrastructure Cost Estimate

Rev 2

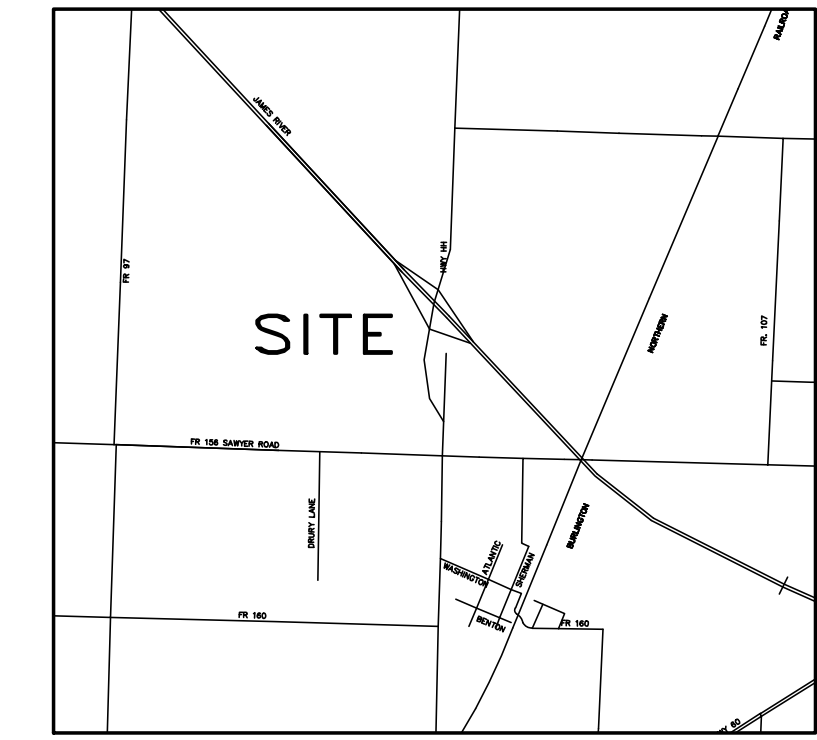
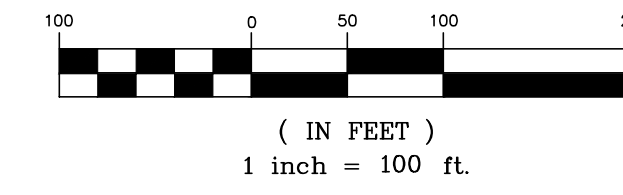
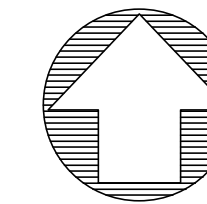
11-Aug-21

2481	Length of Road(s)			
N/A	Existing Width			
40	BOC width			
36	Driving Surface			
2	Curb & Gutter			
Collector	Local			
Turn Lane (s)	0	SF		
additional Curb & Gutter	0	LF		
Line Item	Unit Cost	Quantity	Unit	Cost
<b>Roadway</b>				
Mobilization	\$1,000.00	1.0	LS	\$1,000.00
Earthwork	\$20.73	3859.3	CY	\$80,007.68
8" Bituminaous Pavement	\$28.00	9924.0	SY	\$277,872.00
Curb and Gutter Type B	\$20.00	4962.0	LF	\$99,240.00
Type 5 Agregate Base (4")	\$10.25	3859.3	Ton	\$39,558.17
5 ft sidewalk (4")	\$26.13	0.0	LF	\$-
White	\$0.15	6698.7	LF	\$1,004.81
Yellow Paint	\$0.20	6698.7	LF	\$1,339.74
<b>Stormwater</b>				
18" RCP	\$15.50	500.0	LF	\$7,750.00
24" RCP	\$22.50	400.0	LF	\$9,000.00
30" CMP	\$30.76	200.0	LF	\$6,152.00
36" CMP	\$31.00	200.0	LF	\$6,200.00
7x8 CIP box culvert	\$150,000.00	1.0	LS	\$150,000.00
Curb Inlets	\$7,269.00	22.0	EA	\$159,918.00
Shot Rock	\$11.50	131.5	Ton	\$1,512.25
Gravel for bedding 3/8"	\$15.95	654.1	Ton	\$10,432.30
<b>Water</b>				
12" Class 200 & accessories	\$28.00	3618	LF	\$101,304.00
Gravel for bedding 3/8"	\$15.95	1820.3	Ton	\$29,033.88
<b>Sanitary Sewer</b>				

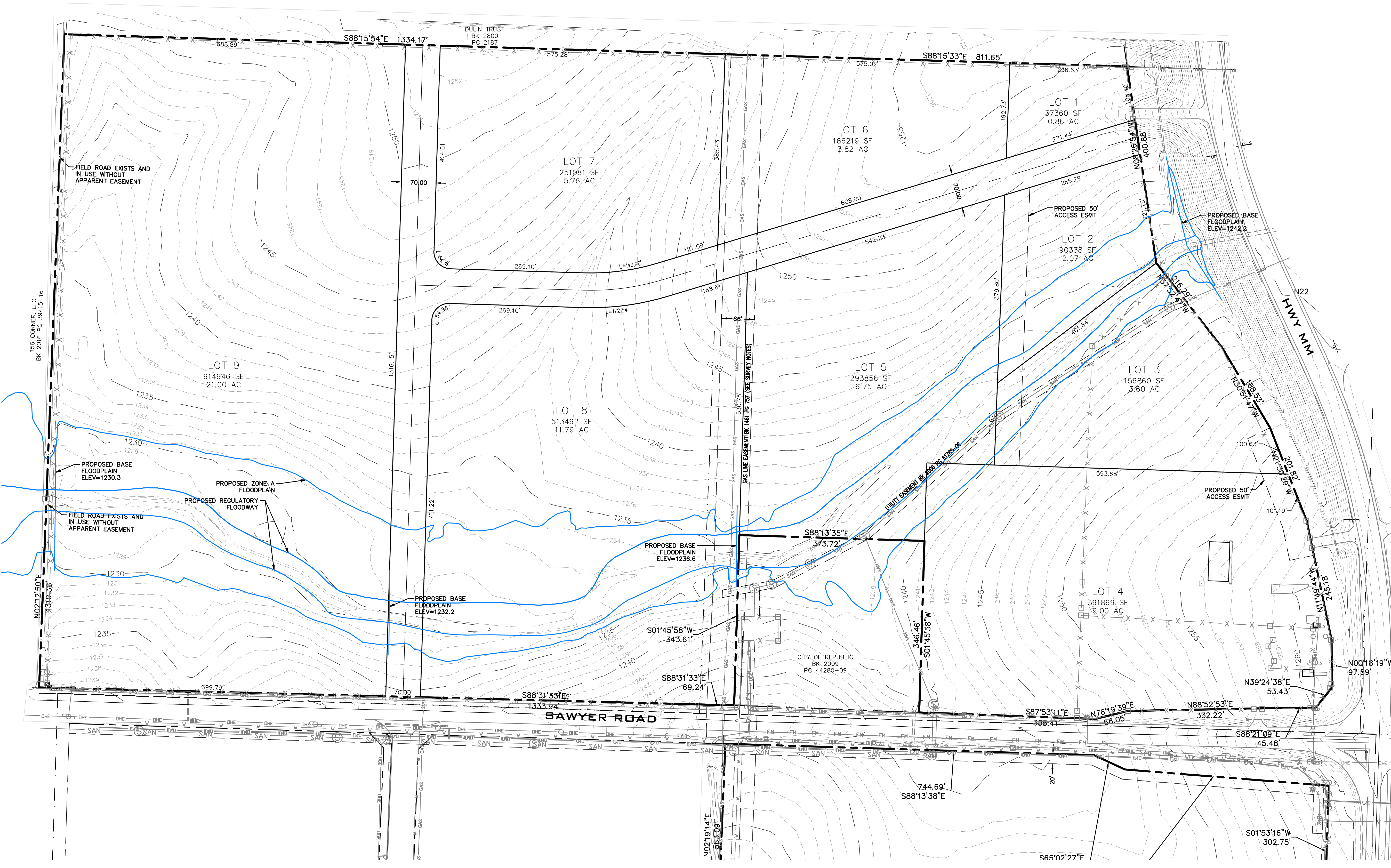
8" SDR 35	\$50.00	1344	LF	\$67,200.00
4ft manholes	\$1,087.00	4	EA	\$4,348.00
Gravel for bedding 3/8"	\$15.95	676.2	Ton	\$10,785.39
<b>Erosion Control</b>				
Construction Entrance	\$250.00	1	LS	\$250.00
Filter Sock	\$2.59	3000	LF	\$7,770.00
Curb Inlet Check	\$2.59	154.0	LF	\$398.86
concrete washout	\$100.00	2	EA	\$200.00
Seed & Mulch	\$2,234.00	14	AC	\$31,276.00
Total				\$1,102,553.07
Engineering		N/A		\$-
Contingency	10%			\$110,255.31
<b>Value</b>				<b>\$1,212,808.38</b>



# HANKINS FARM STREET LAYOUT



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
  - x FENCE LINE (AS NOTED)
  - d ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABBREVIATIONS:**
- XFMR TRANSFORMER
  - ICV IRRIGATION CONTROL VALVE
  - CI STORMWATER CURB INLET

REVISIONS:	
SCALE: 1" = 100'	
FIELD BY: TS, JS	
DRAWN BY: ACW	
CHECKED BY: LEE	
DATE:	
BY:	

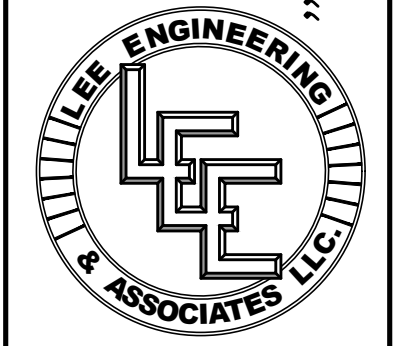
**SITE LAYOUT**

## HANKINS FARM

HWY MM & SAWYER ROAD, REPUBLIC, GREENE COUNTY, MISSOURI

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

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



*"Engineering with Integrity"*

DATE:	2021-04-20
SHEET:	1 OF 1
PROJECT:	2017
FILE:	Hankins-Farm-Street-Layout-04-13-2021.dwg





## AGENDA ITEM ANALYSIS

Project/Issue Name: 21-69 An Ordinance of the City Council of the City of Republic, Missouri, Approving the Final Plat of the Birch Pointe Subdivision.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: November 04, 2021

### Issue Statement

The City of Republic's BUILDS Department received a Final Plat Application for the Birch Pointe Subdivision on October 14, 2021.

### Discussion and/or Analysis

The Final Plat of Birch Pointe will legally divide approximately twenty point one (20.1) acres of land into sixty-two (62) residential lots and includes the dedication of Right-of-Way, Utility, and Stormwater Easements. The Final Plat includes approximately (3490) linear feet of street and (4291) linear feet of sidewalk.

The Final Plat of Birch Pointe conforms to the Preliminary Plat approved by City Council on November 11, 2020.

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

### Recommended Action

Staff recommends approval of the Birch Pointe Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, APPROVING THE FINAL PLAT OF BIRCH POINTE**

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

**WHEREAS**, the Preliminary Plat of the Birch Point Subdivision (herein called “Subdivision”) was approved by the Council on November 11, 2020 in Resolution; and

**WHEREAS**, an application for the review and approval of the Final Plat of the Subdivision was received by the BUILDS Department, after which the BUILDS Department staff caused the review of the Final Plat; and

**WHEREAS**, the minimum required public improvements for the Subdivision’s Final Plat have been inspected and approved by the BUILDS Department.

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

**Section 1:** That all conditions imposed by the Planning and Zoning Commission and the City Council relating to the acceptance and approval of the Subdivision have been met.

**Section 2:** That the Final Plat of the Subdivision, attached hereto and incorporated herein as “Attachment 1”, is hereby approved in all respects.

**Section 3:** That the approval of the Final Plat of the Subdivision is contingent upon the same being recorded within sixty days after the approval certificate is signed and sealed under the hand of the City Clerk.

**Section 4:** That the sale of lots and construction of structures in the Subdivision shall not commence until the Final Plat has been recorded.

**Section 5:** 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Matt Russell, Mayor

Attest:

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

DocuSigned by:  
*Damon Phillips*  
11F90D87116B4F4...

11/2/2021

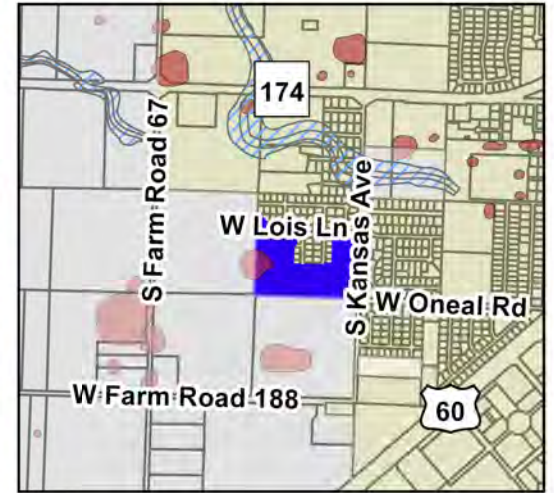
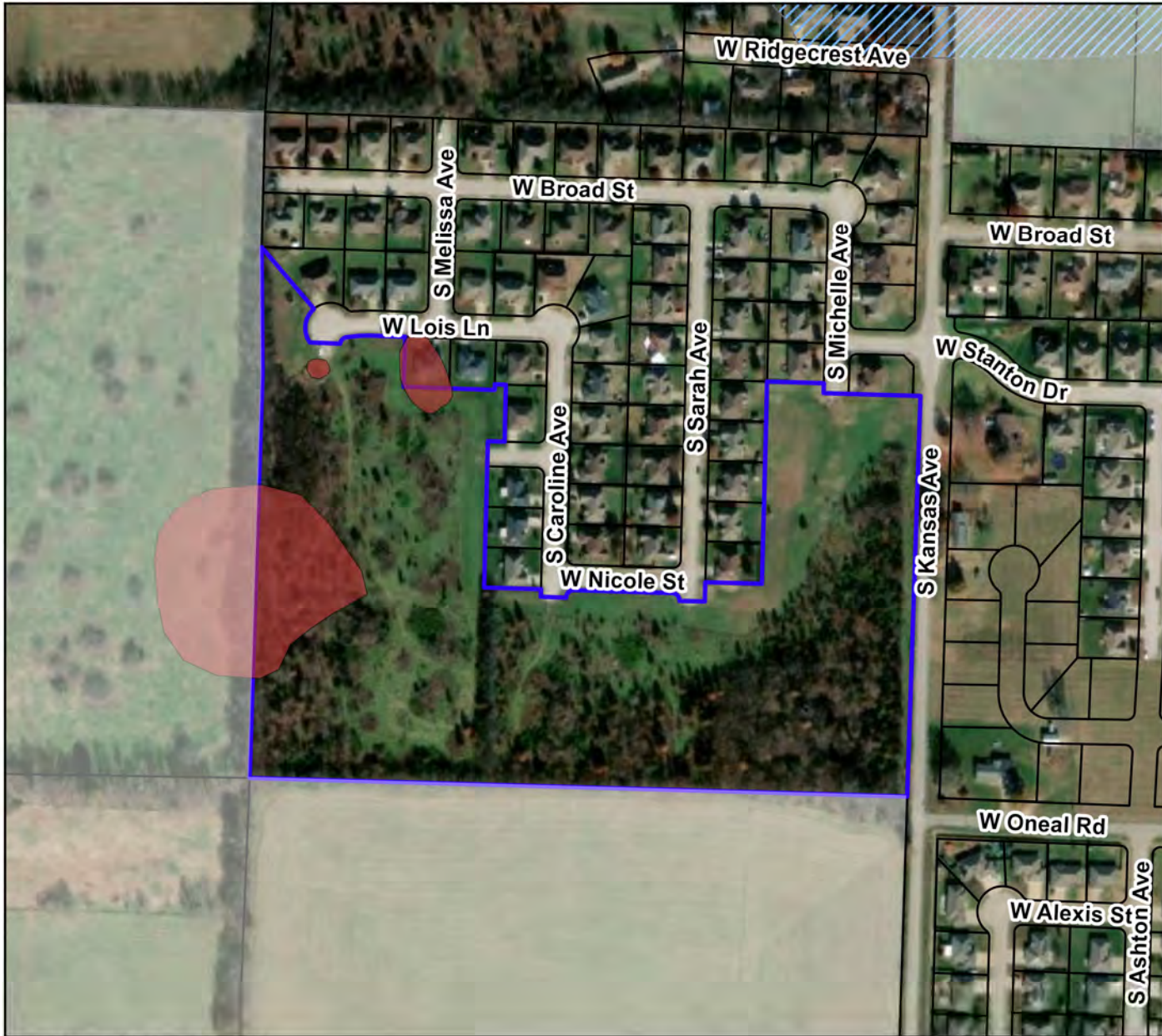
Approved as to Form: \_\_\_\_\_

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

# SUBD-FNL 21-009: Birch Pointe

Item 4.

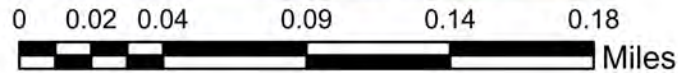
## Vicinity Map



### Legend

- Birch Pointe
- Parcels
- Sinkhole
- Floodplain

Parcel Owner: S6 Birch Pointe LLC  
Number of Lots: 62  
Area: 21.1 Acres  
Zoning: Medium Density Single-Family Residential (R1-M)





FINAL PLAT OF BIRCH POINTE SUBDIVISION A PART OF THE SE 1/4 OF THE SE 1/4 SECTION 24, TOWNSHIP 28 NORTH, RANGE 24 WEST CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

INFORMATION OF FACT

- 1. This survey and plan is based upon the following data and/or exceptions: a) Deed of Record b) Filed Maps c) Title Search/Binder 2. Certified To: Stenger Development, LLC, S6 Properties, LLC, S6 Birch Pointe, LLC 3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. 4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied. 5. Current Zoning: R1-M (Single Family Medium Density) 6. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0407E and 29077C0426E, both with an Effective Date of December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) 7. Plan References: A Final Plat entitled, "Savannah Heights Phase One", duly recorded as Plat Book YY, at Page 76. A Final Plat entitled, "Savannah Heights Phase Two", duly recorded as Plat Book ZZ, at Page 142.

NOTES

- 1. Total Area: 875,876 Sq. Ft., 20.107 Ac.± 2. Total Number of Lots: 62 3. Current Zoning: R1-M (Single Family Medium Density) 4. Proposed Zoning: R1-M (Single Family Medium Density) 5. Source of Title: Deed Book 2020, Page 54787-20 6. Preliminary Plat Approval Date: November 11, 2020 7. Final Plat Submittal Date: 8. Maintenance of any area referred to as an easement is the responsibility of the developer or shall be assumed by a duly constituted property owners association. 9. Maintenance of any area designated as common area is the responsibility of the Homeowner's Association. 10. Sidewalks to be constructed on the South side of Penny Lane, the East side of Abigail Avenue, the North side of Ruby Street, the North side of W. Holly Street, the West side of Caroline Avenue, the West side of Sarah Avenue, the West side of Michelle Avenue and the West side of S. Kansas Avenue (aka Farm Road 71). 11. All internal public roads shall be designed to the current City of Republic road design standards and requirements. (Ref. 510.120) 12. No plantings or obstructions other than mail boxes permitted within the limits of any right-of-way or drainage easement. 13. No fences or obstructions to be built within drainage easements. 14. No structures are to be built between right-of-way line and building setback line. 15. No access to S. Kansas Avenue allowed from Lots 1-6, Lot 15 and the Common Area at the Northeast corner of the subdivision. 16. Ownership and maintenance of open spaces and drainage/detention easements and areas shall be established through a Homeowner's Association. Maintenance of any drainage easement that is contained within a platted lot shall be the responsibility of the lot owner. 17. Detached accessory structures must be located in compliance with the zoning regulations for the district. 18. Rear yard setbacks are shown for residential structures only. Detached accessory structures may be located closer to property lines in compliance with the Zoning Regulations and outside of easements. 19. Centerline bearing of street is same as adjacent lot line. 20. Side lot lines with bearing are parallel with the side lot lines of adjacent lots. 21. Sinkhole rim locations are from the reports entitled, "Sinkhole Evaluation for Savannah Height-Phase 3", as prepared by Palerton & Parrish, Inc., dated September 30, 2020, and "Sinkhole Evaluation Birch Pointe Subdivision Lot 43", as prepared by Palerton & Parrish, Inc., dated November 1, 2021. 22. No structures may be built in sinkholes or sinkhole rims. 23. This Survey conforms to the Missouri Minimum Standards for Boundary Surveys Accuracy Standards for Type Urban Property. 24. Lot corner pins are 1/2" rebar with plastic cap marked, "Olsson, Inc. LC 366". 25. Property Type: Urban

CERTIFICATE OF TAXES PAID

There are no unpaid taxes due and payable at the time of plat approval and no unpaid special assessments, whether or not due and payable at the time of plat approval on any of the lands included in this plat, and all outstanding taxes and special assessments have been paid on all property dedicated to public use.

Parcel Number: 1624400055

County Collection Official Date

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

APPROVAL BY THE CITY COUNCIL I, City Clerk of the City of Republic, Greene County, Missouri, Do hereby certify that the Plat of was presented to, accepted and approved by the City Council of said City of Republic, and approved by General Ordinance No. on the day of, 20.

City Clerk Date

OWNER

S6 Birch Point, LLC 5051 S. National Ave. Springfield, MO 65810

BENCHMARKS

Benchmark #1: Square cut in South corner concrete pad near the NW corner of site. Elevation=1310.14

PREPARED FOR

Stenger Development, LLC 5051 S. National Ave. Springfield, MO 65810

Benchmark #2: Square cut in curb on the East side of Caroline Ave near the North line of site. Elevation=1331.24

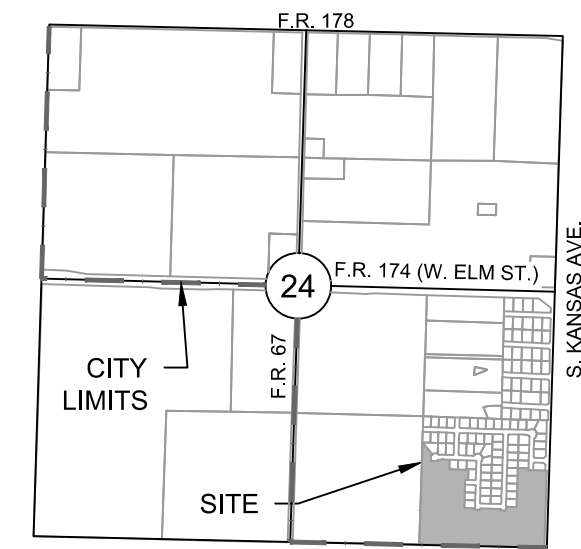
PREPARED BY

Olsson, Inc. 550 St. Louis Street Springfield, MO 65806

Benchmark #3: Square cut in SE corner concrete pad on the West side of Michelle Ave near the North line of site. Elevation=1312.40

Table with 3 columns: LOT #, \*Min. F.F. Elev. San. Sewer, \*\*Min. F.F. Elev. 100-Yr Storm WSE. Lists lots 1 through 62 with their respective elevations.

Table with 3 columns: #, Grid Northing, Grid Easting. Lists grid coordinates for lots 1 through 30.



LOCATION MAP Sec. 24, T-28-N, R-24-W Scale: 1"=200'

The Minimum Finished Floor Table, above, is information gathered from the Final Construction Plans of Birch Pointe Public Sanitary Improvements, and was determined by others. \*Minimum F.F. Elev. shown is the elevation to serve any point within the Lot. Finished basements may require a grinder pump. \*\*Unless approved otherwise by the Stormwater Engineer

BOOK 2020, PAGE 54787-20 DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-FOUR (24) WEST, GREENE COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-FOUR (24); THENCE NORTH 89°15'46" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-FOUR (24); THENCE NORTH 89°15'46" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1314.22 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) FOR CORNER; THENCE NORTH 01°06'42" EAST ALONG THE WEST LINE OF THE SOUTH HALF (S 1/2) OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 667.75 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTH HALF (N 1/2) OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) FOR CORNER; THENCE NORTH 01°06'14" EAST, ALONG THE WEST LINE OF SAID NORTH HALF (N 1/2), A DISTANCE OF 398.37 FEET TO A POINT FOR CORNER; THENCE SOUTH 40°47'33" EAST, A DISTANCE OF 159.72 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA OF 84°54'29", AN ARC LENGTH 74.10 FEET AND A CHORD WHICH BEARS SOUTH 06°43'12" WEST, HAVING A CHORD DISTANCE OF 67.50 FEET TO A POINT ON A LINE; THENCE SOUTH 89°05'11" EAST, A DISTANCE OF 60.21 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 72°08'21", AN ARC LENGTH 18.89 FEET AND A CHORD WHICH BEARS NORTH 43°58'31" EAST, HAVING A CHORD DISTANCE OF 17.66 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A DELTA OF 11°12'35", AN ARC LENGTH 53.80 FEET AND A CHORD WHICH BEARS NORTH 85°38'59" EAST, HAVING A CHORD DISTANCE OF 53.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°44'44" EAST, A DISTANCE OF 62.99 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°15'16" WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°44'44" EAST, A DISTANCE OF 180.00 FEET TO A POINT FOR CORNER; THENCE NORTH 01°15'16" EAST, A DISTANCE OF 11.41 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 22.00 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°03'00" WEST, A DISTANCE OF 112.50 FEET TO A POINT FOR CORNER; THENCE NORTH 88°57'00" WEST, A DISTANCE OF 32.76 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°03'00" WEST, A DISTANCE OF 290.06 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°05'09" EAST, A DISTANCE OF 113.26 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°03'00" WEST, A DISTANCE OF 15.21 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 90°00'00", AN ARC LENGTH 23.55 FEET AND A CHORD WHICH BEARS NORTH 46°03'00" EAST, HAVING A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 195.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 90°00'00", AN ARC LENGTH 23.56 FEET AND A CHORD WHICH BEARS SOUTH 43°57'00" EAST, HAVING A CHORD DISTANCE OF 21.21 FEET TO A POINT ON A LINE; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER; THENCE NORTH 01°03'00" EAST, A DISTANCE OF 38.53 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 112.50 FEET TO A POINT FOR CORNER; THENCE NORTH 01°03'00" EAST, A DISTANCE OF 400.00 FEET TO A POINT FOR CORNER; THENCE SOUTH 88°57'00" EAST, A DISTANCE OF 112.50 FEET TO A POINT FOR CORNER; THENCE SOUTH 01°02'59" WEST, A DISTANCE OF 19.75 FEET TO A POINT FOR CORNER; THENCE NORTH 88°57'00" EAST, A DISTANCE OF 192.57 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF FARM ROAD 71 FOR CORNER; THENCE SOUTH 01°02'33" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 133.56 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE SOUTH 01°03'25" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 666.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKE OR USED FOR ROAD PURPOSES, ALL IN GREENE COUNTY, MISSOURI. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD.

OWNER(S) DEDICATION

As owner(s) I/We, have caused the land described on this plat to be surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat. I/We hereby dedicate, grant, and convey right-of-way and easements shown hereon to the City of Republic. Furthermore, I/We, 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.

S6 Birch Point, LLC Title/Name: Date:



ACKNOWLEDGMENT

STATE OF MISSOURI SS COUNTY OF GREENE

On this day of in the year 2021, before me, a Notary Public in and for said state, personally appeared to me personally known, who, being by me duly sworn did say that he/she is the of S6 Birch Pointe, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its and said acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public: Print Name: My term of office expires:

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, City Planner of the City of Republic, Missouri, do hereby certify on the day of, 20, the Final Plat of Birch Pointe Subdivision conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

SURVEYOR'S DECLARATION

Know all men by these presents: That I, David D. Drumm do hereby declare that this plat was prepared under my supervision from an actual survey of the land herein described prepared by Olsson, Inc. dated July 20, 2021, and signed by David D. Drumm P.L.S. No. 2007017958 and that the corner monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm P.L.S. No. 2007017958 in accordance with the Missouri Department of Agriculture's "Missouri Standards for Property Boundary Surveys" as Promulgated by the Missouri Department of Agriculture.

Date Prepared: 11-03-2021 Signature: David D. Drumm Missouri Professional Land Surveyor No.P.L.S. 2007017958 Date: 11-03-2021



Digitally signed by David D. Drumm Date: 2021.11.03 08:42:07-0500'

FINAL PLAT OF BIRCH POINTE SUBDIVISION SHEET 1 OF 2

Table with 4 columns: drawn by, surveyed by, checked by, approved by, project no., file name, DATE, REVISION, BY. Lists revision history for the plat.

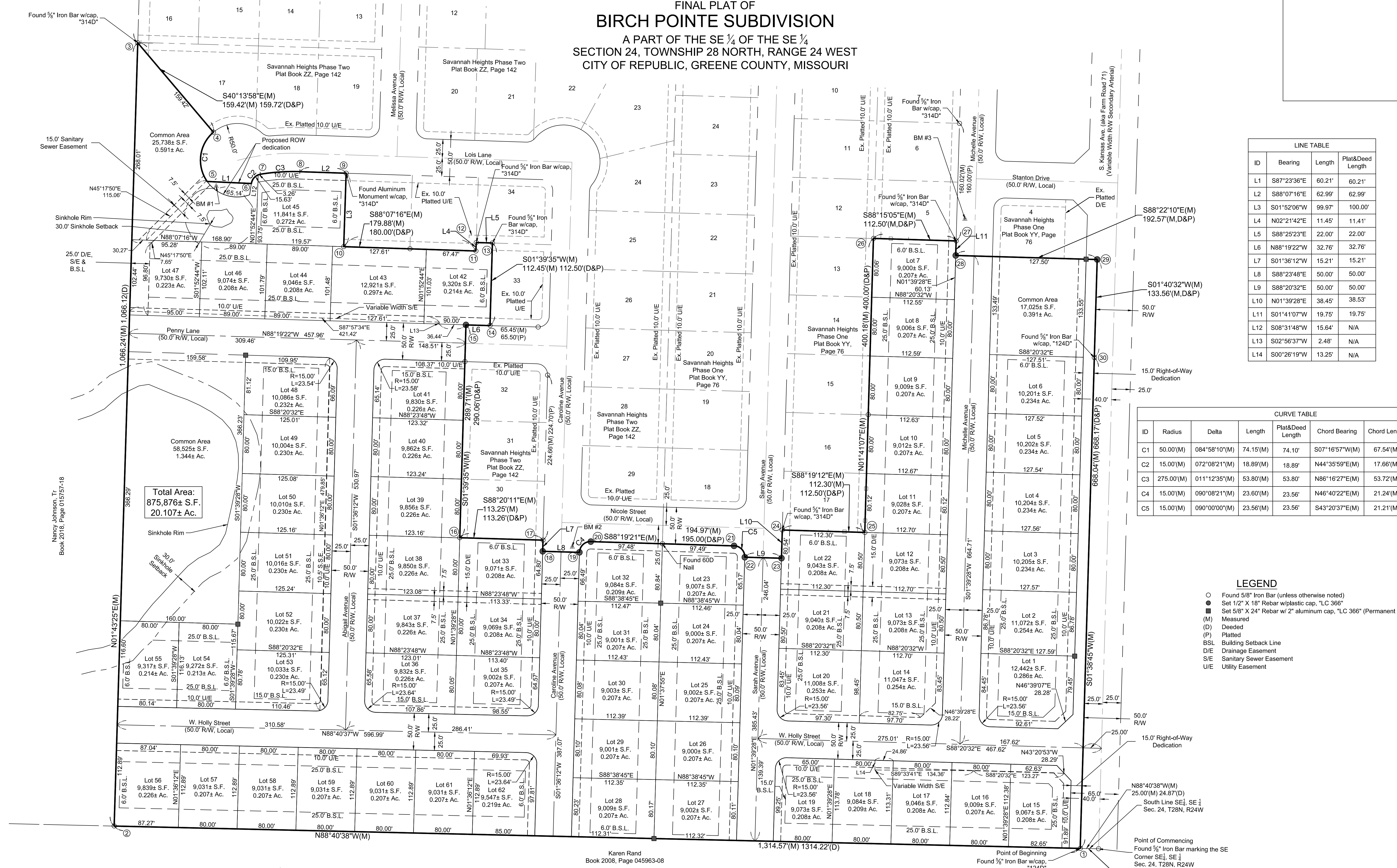


Olsson, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis St. Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805 www.olsson.com

USER: dchance V:\2020\2001-2500\020-2266\40-Design\Survey\SRVY\Sheets\V\_FPT\_0202266.dwg V\_XBNDY\_0202266 C:\PBDY\_0202266 DATE: Nov 03, 2021 7:32am XREFS: V\_XTPO\_0202266



FINAL PLAT OF BIRCH POINTE SUBDIVISION A PART OF THE SE 1/4 OF THE SE 1/4 SECTION 24, TOWNSHIP 28 NORTH, RANGE 24 WEST CITY OF REPUBLIC, GREENE COUNTY, MISSOURI



LINE TABLE table with columns: ID, Bearing, Length, Plat&Deed Length

CURVE TABLE table with columns: ID, Radius, Delta, Length, Plat&Deed Length, Chord Bearing, Chord Length, Tangent

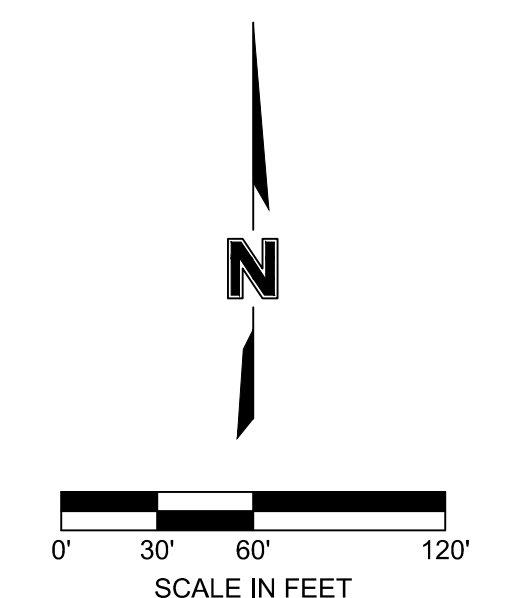
- LEGEND: Symbols for monuments, bearings, measurements, and easements.

Total Area: 875,876± S.F. 20.107± Ac.

Vertical text on the left side containing project metadata and file paths.

BENCHMARKS

- Benchmark #1: Square cut in South corner concrete pad near the NW corner of site. Elevation=1310.14



BASIS OF BEARINGS: Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

DATUM: Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network



Table with columns: DATE, REVISION, BY. Contains revision history.

FINAL PLAT OF BIRCH POINTE SUBDIVISION SHEET 2 OF 2



Olsson, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis St. Springfield, MO 65806