



AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
November 14, 2023 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Eric Franklin, Ward I
Brian Fields, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

1. Approve November 7, 2023 City Council Minutes.
2. Approve November 2, 2023 City Council Budget Workshop Minutes.
3. 23-R-61 A Resolution of the City Council Approving the Selected Health-Related Benefits Providers of Plans to be Offered to Qualified Employees for 2024.
4. 23-R-62 A Resolution of the City Council Awarding the Bid for Water Line Materials for the New Intermediate School to Springfield Winwater Works.

Board, Commission, and Committee Schedule

City Council Workshop at Noon	November 16, 2023
Planning & Zoning Meeting	December 4, 2023
Board of Adjustment Meeting	December 7, 2023-Cancelled
City Council Meeting	December 12, 2023
City Council Meeting	January 9, 2023

Old Business and Tabled Items

5. 23-52 An Ordinance of the City Council Approving Execution of a Deferred Infrastructure Developer Agreement with Bester Properties, LLC.
6. 23-53 An Ordinance of the City Council Approving the Final Plat of the Harper Ridge Phase 1 Subdivision.
7. 23-54 An Ordinance of the City Council Approving the Final Plat of the Hankins Farm Planned Development District.
8. 23-55 An Ordinance of the City Council Authorizing Amendment of the Lease Agreement between the City and City Utilities of Springfield, Missouri for the Trunked Radio Systems Tower located in Republic, Missouri.
9. A Public Hearing of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.
10. 23-56 An Ordinance of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

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

[11.](#)23-57 An Ordinance of the City Council Amending Title VIII, Fees, Chapter 805, Sections 805.010 (“Credit Card Processing Fee”), 805.030 (“Alcoholic Beverages”), 805.040 (“Animals”), 805.050 (“Buildings And Zoning”), 805.060 (“Business”), 805.070 (“Fire Protection And Prevention”), 805.080 (“Parks And Recreation Fees”), 805.090 (“Special Event Fees”), and 805.100 (“Utility Administration”) of the Municipal Code of the City of Republic, Missouri.

[12.](#)23-R-60 A Resolution of the City Council Appointing a Council Member for Ward II.-Tabled from November 7, 2023.

New Business (First Reading of Ordinances)

[13.](#)23-58 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.81 Acres of Real Property Located at 445 US Highway 60 East, from Local Commercial (C-1) to General Commercial (C-2).

[14.](#)23-59 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.46 Acres of Real Property Located at 7217 West Farm Road 182, from Agricultural (AG) to Medium-Density Single-Family Residential (R1-M).

[15.](#)23-60 An Ordinance of the City Council Approving the Final Plat of The Woods Subdivision.

[16.](#)23-61 An Ordinance of the City Council Approving the Final Plat of Greenfield Estates Subdivision.

Other Business (Resolutions)

[17.](#)23-R-63 A Resolution of the City Council Awarding the Bid for Cleaning, Inspection and As Needed Remediation of Identified Sanitary Sewer Areas to Hydro-Klean LLC.

[18.](#)23-R-64 A Resolution of the City Council to Review, Amend, and Approve the Five-Year Capital Program for 2024 through 2028.

[19.](#)23-R-65 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company to be the Exclusive Beverage Provider for Events and Related Activities Hosted or Presented by the City’s Parks and Recreation Department.

[20.](#)23-R-66 A Resolution of the City Council Approving a Preliminary Plat for Olde Savannah Phase 3C, A Residential Subdivision Consisting of Approximately 5.02 Acres Located at 6354 South Farm Road 89.

Reports from Staff

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

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

Adjournment



Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Eric Franklin, Ward I
Brian Fields, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Meeting
Municipal Court Building, 540 Civic Blvd
November 07, 2023 at 6:00 PM

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Brian Fields, Justin Neal, and Clint Gerlek. Others in attendance were: Assistant City Administrator/Parks and Recreation Director Jared Keeling, City Attorney Megan McCullough, Principal Planner Chris Tabor, Police Chief Brian Sells, Fire Chief Duane Compton, Finance Director Bob Ford, Finance Officer Jake Jones, Assistant City Administrator-Community Development Andrew Nelson, City Clerk Laura Burbridge, Assistant Parks and Recreation Director Jennafer Mayfield, Engineer Angel Falig, and Data and Security Supervisor Michael Sallee.

Opening Prayer

Opening prayer was led by Council Member Eric Franklin.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Franklin and seconded by Council Member Wilson to approve the consent agenda. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried.

1. Approve the October 17, 2023 City Council Minutes.
2. Approve Vendor List.
3. Approve Utility Billing Adjustments.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	November 13, 2023
City Council Meeting	November 14, 2023
City Council Workshop	November 16, 2023 at Noon
Planning & Zoning Meeting	December 4, 2023
Board of Adjustment Meeting	December 7, 2023-Cancelled
City Council Meeting	December 12, 2023

Old Business and Tabled Items

4. **23-50 An Ordinance of the City Council Approving the Final Plat of The Hills of Olde Savannah Subdivision.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-50 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor was available to answer questions. Council

Member Franklin motioned for the passage of Bill 23-50. Council Member Fields seconded. A roll call vote was taken digitally. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion carried.

5. 23-51 An Ordinance of the City Council Authorizing the City Administrator to Execute a Developer Agreement with the Republic R-III School District for Installation of Certain Infrastructure at the Site of the New Republic Intermediate School.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the second reading of Bill 23-51 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Andrew Nelson was available to answer questions. Council Member Franklin motioned for the passage of Bill 23-51. Council Member Gerke seconded. A roll call vote was taken digitally. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion carried.

Mayor's Announcements

6. 23-R-60 A Resolution of the City Council Appointing a Council Member for Ward II.

Mayor Russell announced that this item will be tabled until the November 14, 2023 meeting to allow for Legal to look into an issue and to allow the new member to start after the final budget reading since they were not able to attend the budget workshop.

New Business (First Reading of Ordinances)

7. 23-52 An Ordinance of the City Council Approving Execution of a Deferred Infrastructure Developer Agreement with Bester Properties, LLC.

Motion was made by Council Member Fields and seconded by Council Member Wilson to have the first reading of Bill 23-52 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

8. 23-53 An Ordinance of the City Council Approving the Final Plat of the Harper Ridge Phase 1 Subdivision.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the first reading of Bill 23-53 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

9. 23-54 An Ordinance of the City Council Approving the Final Plat of the Hankins Farm Planned Development District.

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the first reading of Bill 23-54 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Derek Lee was available representing the developer to answer any questions. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

10. 23-55 An Ordinance of the City Council Authorizing Amendment of the Lease Agreement between the City and City Utilities of Springfield, Missouri for the Trunked Radio Systems Tower located in Republic, Missouri.

Motion was made by Council Member Wilson and seconded by Council Member Fields to have the first reading of Bill 23-55 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Duane Compton gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

11. 23-56 An Ordinance of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

Motion was made by Council Member Gerke and seconded by Council Member Fields to have the first reading of Bill 23-56 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Bob Ford gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

12. 23-57 An Ordinance of the City Council Amending Title VIII, Fees, Chapter 805, Sections 805.010 ("Credit Card Processing Fee"), 805.030 ("Alcoholic Beverages"), 805.040 ("Animals"), 805.050 ("Buildings And Zoning"), 805.060 ("Business"), 805.070 ("Fire Protection And Prevention"), 805.080 ("Parks And Recreation Fees"), 805.090 ("Special Event Fees"), and 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri.

Motion was made by Council Member Wilson and seconded by Council Member Neal to have the first reading of Bill 23-57 by title only. The vote was 6 Aye-Fields, Franklin, Gerke, Gerlek, Neal, and Wilson. 0 Nay. Motion Carried. Jared Keeling and Andrew Nelson gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)-None

Reports from Staff

Assistant City Administrator Jared Keeling thanked Bob Ford and Jake Jones for the work on the budget this year, acknowledging how much work goes into the budget and how well it was presented.

Assistant City Administrator Jared Keeling asked City Clerk Laura Burbridge to provide information on candidate filing. It will open December 5th at 8 a.m. at City Hall and will be open all day on the 5th. Filing after the 5th will be by appointment only. Filing will run through December 26th with City Hall closed on the 25th for Christmas and on the 26th until 3:00 p.m. when filings will be accepted until 5:00 p.m. as required by state law.

Assistant City Administrator Jared Keeling provided updates on current projects, noting the water tower curtain is down so you can see the progress with painting coming soon. Mr. Keeling clarified with Andrew Nelson that the cell towers currently placed there are temporary with the permanent ones being returned after the tower is complete. Mr. Keeling noted the roundabout at State Highway ZZ and Elm/Farm Road 182 is coming along and you can see the traffic pattern. Mr. Keeling added this will be a great improvement once complete.

Assistant City Administrator Andrew Nelson also noted the Shuyler Trail will be in construction from Wilson's Creek Battlefield to the High School.

Assistant City Administrator Jared Keeling presented an update to Council on the Aquatic Center work and the improvements that will be made at Miller Park in conjunction with the expansion including outdoor bathrooms, tennis courts, and a revamped 9 hole disc golf course. Council Member Franklin asked about the butterfly house he heard about and Mr. Keeling confirmed there will be one built from a generous donation.

Council Member Franklin thanked Bob Ford and the finance team for the work on the budget. Mr. Franklin noted he enjoyed the presentations from Chief Compton and Mr. Cameron at the Huddle last week. Thank you to Andrew Nelson and Craig Lusby for giving him a tour of the Wastewater Treatment Plant, noting he learned so much from the tour. Mr. Franklin noted he also got to look at the CIP work as well. Mr. Franklin thanked the veterans in the community and staff for their service.

Adjournment

Mayor Russell adjourned the meeting at 7:01 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Eric Franklin, Ward I
Brian Fields, Ward III
Clint Gerlek, Ward IV

MINUTES
City Council Budget Workshop
Municipal Court Building, 540 Civic Blvd
November 02, 2023 at 5:30 PM

Call Meeting to Order

The work session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 5:30 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Chris Updike, Brian Fields, Justin Neal, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, Assistant City Administrator Andrew Nelson, City Attorney Megan McCullough, BUILDS Administrator Karen Haynes, Police Major Jamie Burks, Assistant Parks and Recreation Director Jennafer Mayfield, Fire Chief Duane Compton, Assistant City Administrator/Parks and Recreation Director Jared Keeling, Finance Officer Jake Jones, Sergeant Frank Schreiber, City Clerk Laura Burbridge, Finance Director Bob Ford, and IT Director Chris Crosby.

Presentations and Discussions

1. Proposed 2024 Budget Presentation.

Finance Director Bob Ford presented the proposed 2024 budget and answered questions of Council.

Mayor Russell left the meeting at 5:57 p.m.

Jake Jones demonstrated the Qwestica software utilized for the budget.

Adjournment

The meeting adjourned at 6:37 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-61 A Resolution of the City Council Approving the Selected Health-Related Benefits Providers of Plans to be Offered to Qualified Employees for 2024.

Submitted By: Lisa Addington, Chief of Staff

Date: 11/14/2023

Issue Statement

As part of the annual budget process, city sponsored plans related to health insurance and voluntary benefits offered to qualified employees to begin the open enrollment process for 2024.

Discussion and/or Analysis

City provided benefits:

Anthem Blue Cross and Blue Shield Health Plans: **City cost** **\$470.44/Ee/mo**

Mercy/Cox Plan (\$2,000/\$4,000 deductible)

Mercy/Cox HSA Plan (\$3,200/\$6,400 deductible)

- Per the 2024 Budget, City will cover 50% of dependent costs as determined and outlined below.
- Family Plans associated costs:
 - Employee + Spouse = \$856.20
 - Employee + Child(ren) = \$889.15
 - Employee + Family = \$1,533.66

Dental Plan - Guardian **City cost** **\$25.64/Ee/mo**

\$50 deductible

\$2,000 annual maximum

- Employees can add dependent coverage at their expense
- Employees can add voluntary life for themselves and dependents at the employee's expense.



Guardian AD&D and Life	City cost	\$14.50/Ee/mo
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\$100,000 benefit (up to age 65)

- Employees can add dependents to plans at the employee's expense.

Personal Assistance Services (PAS) – EAP	City Cost	\$2.00/Ee/mo
		\$600/mo – on-site visits

Voluntary benefits offered:

Anthem Vision

Guardian Short and Long Term Disability

Guardian Supplemental Plans (Accident, Critical Illness and Hospital Indemnity)

Recommended Action

Staff recommends approval

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE SELECTED HEALTH-RELATED BENEFITS
PROVIDERS OF PLANS TO BE OFFERED TO QUALIFIED CITY EMPLOYEES FOR 2024**

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

WHEREAS, the City has the authority to provide medical, dental, and life insurance coverage to its employees under group plans, and in fact provides those benefits to its employees; and

WHEREAS, the City also offers ancillary benefits to employees, including (but not necessarily limited to) short term disability, long term disability, voluntary life and vision coverage, at the employees’ expense; and

WHEREAS, the City has selected Anthem Blue Cross and Blue Shield Health as the employee medical/health insurance provider, Guardian as the dental insurance provider, and Guardian as the Short and Long Term Disability and Supplemental Plan provider, and Personal Assistance Services for the Employee Assistance Program; and

WHEREAS, the City has negotiated with all of the above-identified providers and agreed upon the premiums and plan options to be offered to City employees.

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

- Section 1.** The City Administrator, and/or his designee, on behalf of the City, is authorized to enter into agreements with the following providers of insurance coverages for offering the identified benefits to City employees: (1) Anthem Blue Cross and Blue Shield Health for medical insurance for 2024, (2) The Guardian Life Insurance Company of America for dental, disability, and supplemental insurance for 2024, (3) Preferred Resource Network, Inc. d/b/a Personal Assistance Services for the Employee Assistance Program, at the previously negotiated and agreed upon costs and premiums.
- Section 2.** The medical/health coverage to be provided by Anthem Blue Cross and Blue Shield Health for 2024 shall be made available to spouses, children, and families of the City employees participating in the medical/health plan, at the previously negotiated and agreed upon costs and premiums.
- Section 3.** The City Administrator, and/or his designee, is authorized on behalf of the City to take the steps necessary to execute this Resolution.
- Section 4:** The whereas clauses are hereby specifically incorporated herein by reference.
- Section 5:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this ____ day of November, 2023.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-62 A Resolution of the City Council Awarding the Bid for Water Line Materials for the New Intermediate School to Springfield Winwater Works.

Submitted By: Andrew Nelson, Assistant City Administrator-Community Development

Date: November 14, 2023

Issue Statement

To award the bid for waterline materials for the Intermediate School project.

Discussion and/or Analysis

On November 7, 2023, City Council approved a developer agreement with Republic R-III School District for water line installation at their new intermediate school. Staff went out to bid for water line materials and gravel materials for this project.

The bids were open on November 8th. There were no responsive bids for the gravel materials; therefore, we will be utilizing the bulk bid for gravel that runs through December 31, 2023, approved on August 16th 2022 via Resolution 22-R-42, which was awarded to four responsive bidders.

There was one responsive bidder for the water line materials, Springfield Winwater Works, with a total bid amount of \$340,586.14.

Recommended Action

Staff recommends approval.

**A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WATER LINE MATERIALS FOR THE NEW
INTERMEDIATE SCHOOL TO SPRINGFIELD WINWATER WORKS**

WHEREAS, the City of Republic, Missouri (“City” and/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, as part of the City’s developer agreement with Republic R-III School District, executed on or about November 8, 2023, certain materials are needed for the installation of water line at the new Intermediate School; and

WHEREAS, the City recently published an Invitation for Bids (“IFB”) wherein it solicited sealed bids for the water line materials; and

WHEREAS, one bid was received in response to the City’s IFB; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Springfield Winwater Works, as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City at an estimated total expenditure of \$340,586.14.

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

Section 1. The submitted bid from Springfield Winwater Works, attached as “Exhibit 1” and expressly incorporated herein, is hereby accepted at the estimated cost(s) shown thereon, but in no event to exceed a total of \$365,000 without separate approval from Council.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Water Main Materials for Republic Intermediate School

SEALED BIDS MUST BE RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. ON WEDNESDAY, NOVEMBER 8. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

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

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

- Bids shall be submitted with the **Invitation for Bid ("IFB") project name ("Republic Intermediate School Water Main Materials)** clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time **will be rejected**.
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid on all requested categories, but it is encouraged.
- Bids will be taken to the City Council for approval on **Tuesday, November 14**. Notice to proceed shall follow no later than Wednesday, November 15. following approval granted by City Council.

DESCRIPTION:

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

ESTIMATED MATERIALS & QUANTITIES*:

Material	Quantity	Metric
12" Class 200 PVC Pipe	3000	FEET
8" Class 200 PVC Pipe	900	FEET
6" Ductile Iron Pipe	40	FEET
500' Roll Tracer Wire	9	EACH
Water Bury Tape	4000	FEET
Gallon Tub Lube	6	EACH
12" MJ Gasket	10	EACH

8" MJ Gasket	6	EACH
6" MJ Gasket	34	EACH
4" MJ Gasket	2	EACH
12" MJ Gate Valve	3	EACH
8" MJ Gate Valve	3	EACH
6" MJ Gate Valve	9	EACH
12" Trans Gaskets	60	EACH
8" Trans Gaskets	10	EACH
12" PVC Mega Lugs	60	EACH
8" PVC Mega Lugs	10	EACH
36" x 2" Thread Brass Nipples	1	EACH
12" x 2" Thread Brass Nipples	3	EACH
12" Anchor Coupling	4	EACH
8" Anchor Coupling	1	EACH
6" x 18" Anchor Coupling	18	EACH
12" x 6" MJ Tee	7	EACH
12" 45	10	EACH
12" Tee	1	EACH
12" Ductile Mega Lugs	2	EACH
12" x 8" Tee	2	EACH
12" 11.25	4	EACH
12" MJ x 4" Flange Tee	1	EACH
12" 22.5	2	EACH
Screw Top Valve Boxes	15	EACH
8" x 12" Plain End Reducer	2	EACH
8" Ductile Mega Lugs	2	EACH
8" 90	1	EACH
8" MJ x 4" Flange Tee	1	EACH
5 ¼ Safety Yellow 4' Bury Hydrant	9	EACH
4" Ductile Lug	2	EACH
4" MJ x Flange Gate Valve	4	EACH
4" Hersey Meter	2	EACH
4" Flange x MJ	2	EACH
4" Flange Pack with Gasket	8	EACH
4" Ductile Spool with Flange	2	EACH
4" Flange Tee	2	EACH
4" x 2" Female Thread Tap Flange	2	EACH
2" Female x Female Ball Valve	1	EACH
2" Female x Female Brass 90	2	EACH
2" PVC Male Adapter	2	EACH
¾" x 4" T Bolts	560	EACH

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

SCHEDULE:

City intends to take the winning bid to City Council for Approval on Tuesday, November 14, 2023, with Notice to Proceed to follow no later than Wednesday, November 15, 2023. Completion of all bids awarded shall be Month Date 2023.

Inquiries: All inquiries for information should be directed to:

Andrew Nelson, Assistant City Administrator – Community Development
BUILDS Department, City of Republic
anelson@republicmo.com
(417) 732-3405

Important Notice Regarding Competitive Bidding:

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

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, at 3:00 P.M. on Wednesday, November 8. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - Arrangements may be made for their return at the Bidder’s request and expense.
 - Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - Bids sent by email will not be accepted.

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

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

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

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

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

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

- be cause for rejection of the specific item(s) to which it pertains.
- b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
 - c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. E-VERIFY COMPLIANCE REQUIREMENTS: All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-

site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.

- d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials

Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

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

remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.

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

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p>Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.</p> <p>A Bid Submission form template should be developed for all pricing options/alternatives presented.</p> <p>Please note any of the following:</p> <ul style="list-style-type: none"> Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	<p>Tier I: _____</p> <p>Tier II: _____</p> <p>Tier III: _____</p> <p>Total Cost: <u>\$ 340,586.14</u></p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Water Main Materials for Republic Intermediate School</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: <u>Springfield Winwater Works</u></p> <p>Address: <u>1151 S. Scenic Ave</u> <u>Springfield, MO 65802</u></p> <p>Signature: <u>R. Boultinghouse</u></p> <p>Name and Title: <u>Randy Boultinghouse - Sales Agent</u></p>
<p>Telephone: <u>(417) 865-9000</u></p> <p>Cellular: <u>(417) 321-2206</u></p> <p>Email: <u>spfldwinwater3@yahoo.com</u></p>	<p>Dated: <u>11-8-2023</u></p> <p>Bidder's Federal ID Number: <u>431566884</u></p>



1151 SOUTH SCENIC
SPRINGFIELD, MO 65802

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

Quoted To Customer

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

Phone (417) 732-3400
Fax (417) 732-3499

Job Name

Item 4.

Republic Intermediate School
Water Main

Quote No.	Date	Page
0013709	11/08/23	1
Expiration Date		12/06/23
Revised Date		11/08/23
Bid Due Date		11/06/23

Quoted By

Brooke King
spfldwinwater1@yahoo.com
(417) 865-9000

Customer		Payment Terms	Quoted To		Salesperson	FOB
000825		NET 30	Brad		RANDY BOULTINGHOUSE	S
Line	Qty.	Description	Unit Price	UOM	Extended Price	
1.0	3000	12X20 PVC SDR21 200PSI GJ GASKET JOINT	31.9900	FT	95970.00	
2.0	900	8X20 PVC SDR21 200PSI GJ GASKET JOINT	14.9500	FT	13455.00	
3.0	40	6" CL50 DIP SJ	22.9700	FT	918.80	
4.0	4500	12 GAUGE TRACER WIRE (500 FT SPOOLS) BLUE 30MILL	.1300	FT	585.00	
5.0	4000	6X1000 NON-DET BLUE WATER TAPE BELOW NON-DETECTABLE TAPE	36.5300	EA	146120.00	
6.0	6	1 GAL OF LUBE	13.8800	EA	83.28	
7.0	10	12 DI MJ GASKET	10.0000	EA	100.00	
8.0	6	8 DI MJ GASKET	6.5000	EA	39.00	
9.0	34	6 DI MJ GASKET	6.0000	EA	204.00	
10.0	2	4 DI MJ GASKET	6.0000	EA	12.00	
11.0	3	12 MJ RS VALVE OL MJX MJ, RW, 2" OP NUT	2760.0000	EA	8280.00	
12.0	3	8 MJ RS VALVE OL MJX MJ, RW, 2" OP NUT	1364.2300	EA	4092.69	
13.0	9	6 MJ RS VALVE OL MJX MJ, RW, 2" OP NUT	856.5200	EA	7708.68	
14.0	60	12 DI MJ TRANSITION GASKET	12.5000	EA	750.00	
15.0	10	8 DI MJXIPS TRANSITION GASKET	10.0000	EA	100.00	
16.0	60	2012PV 12 PVC MEGALUG	115.1500	EA	6909.00	
17.0	10	2008PV 8 PVC MEGALUG	57.8600	EA	578.60	
18.0	1	2 X 36 RED BRASS NIPPLE	230.2400	EA	230.24	
19.0	3	2 X 12 RED BRASS NIPPLE	67.9600	EA	203.88	
20.0	4	12X13 C153 ANCHOR COUPLING	649.7500	EA	2599.00	
21.0	1	8X1' MJ ANCHOR COUPLING	233.4600	EA	233.46	
22.0	18	6X18 ANCH COUPLING	200.8500	EA	3615.30	
23.0	7	12X6 DI MJ TEE	313.5000	EA	2194.50	
24.0	10	12 DI MJ 45	275.0000	EA	2750.00	
25.0	1	12 DI MJ TEE	462.0000	EA	462.00	
26.0	2	1112 12 DI MEGALUG	98.5200	EA	197.04	
27.0	2	12X8 DI MJ TEE	360.5000	EA	721.00	
28.0	4	12 DI MJ 11-1/4	225.5000	EA	902.00	
29.0	1	12X4 MJ X FLG TEE	404.8000	EA	404.80	
30.0	2	12 DI MJ 22-1/2	240.5000	EA	481.00	
31.0	15	562-S SCREW TYPE VALVE BOX	102.0900	EA	1531.35	
32.0	2	8 X 12 PLAIN END REDUCER	209.6500	EA	419.30	
33.0	2	1108 8 DI MEGALUG	45.6300	EA	91.26	



Job Name	Item 4.
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Republic Intermediate School Water Main
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Quote No.	Date	Page
0013709	11/08/23	2
Expiration Date		12/06/23
Revised Date		11/08/23
Bid Due Date		11/06/23

Line	Qty.	Description	Unit Price	UOM	Extended Price
34.0	1	8 DI MJ 90	156.0000	EA	156.00
35.0	1	8X4 MJ X FLG TEE	215.3500		215.35
36.0	9	MED 3W 5-1/4 6MJ NST 4'0 BURY SAFETY YELLOW	2770.0000	EA	24930.00
37.0	2	1104 4 DI MEGALUG	25.8200	EA	51.64
38.0	4	4 MJXFLG RS GATE VALVE OL MJXFL,RW,2" OP NUT	676.4100	EA	2705.64
39.0	2	4" MVR650	2975.8200		5951.64
40.0	2	4 DI MJ X FLANGE ADAPTER	65.2300	EA	130.46
41.0	8	4" 125/150 FFRR 1/8" FLG KIT ***** Begin Components *****	30.5700	EA	244.56
	1	4 1/8 FFRR FLG GASKET ONLY		EA	
	1	4 FLG BOLTS ONLY ***** End Components *****		EA	
42.0	2	4"X5'-0" FXPE DI PIPE	482.7300	EA	965.46
43.0	2	4 DI FLANGED TEE (CU-303508)	221.5000	EA	443.00
44.0	2	4 DI TAP BLIND FLANGE 4X2	84.9000	EA	169.80
45.0	1	72032T 2 FULL PORT BVLV-FIP-NL	65.0500	EA	65.05
46.0	2	BRASS SCRD 90 ELL	36.5800	EA	73.16
47.0	2	74753-44 2 PVCXMPT STR ADPT 117NL-PJ7M7 CU307218	141.1000	EA	282.20
48.0	560	3/4 X 4 MJ T-BOLTS (CU:312122) ALL PARTS ARE REPUBLIC SPECS.	2.2500	EA	1260.00

Tax Area Id	Net Sales	340,586.14
260771210	Freight	.00
	Tax	.00
	Quotation Total	340,586.14

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

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

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

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

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

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

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

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

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

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of GREENE, State of MISSOURI, personally appeared RANDY BOULTINGHOUSE (Name) who is SALES AGENT (Title) of SPRINGFIELD MINNAPAC WORKS (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

R. Boultinghouse

Signature

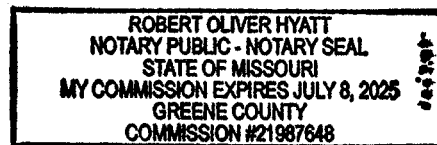
Randy Boultinghouse

Printed Name

Subscribed and sworn to before me this 8TH day of NOVEMBER, 2023.

[Signature]
Notary Public

My commission expires: July 8 2025



Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name _____

John Doe _____

Name (Please type or print)

Title _____

Electronically Signed _____

Signature

Date _____

Verification

Department of Homeland Security Division _____

USCIS Verification Division _____

Name (Please type or print)

Title _____

Electronically Signed _____

Signature

Date _____

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

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

To be submitted with all Bids in response to this IFB

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

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

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

Company Name Springfield Winwater

By: R. Zuttler

(Authorized Person's Signature)

Company Address 1151 S. Scenic Ave
Springfield, mo 65802

Telephone Number (417) 865-9000

Fax Number (417) 865-9667

Date 11-8-2023

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Email spfldwinwater3@yahoo.com

Federal Tax ID No. 4315 66884

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

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

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

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

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

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

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

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Replace this page with pdf of tax exempt form

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE REPUBLIC, MO 65738

Missouri Tax ID Number: 12492990

Effective Date:

07/11/2002

Your application for sales/use tax exempt status has been approved, pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(U) (P)

MISSOURI PROJECT EXEMPTION CERTIFICATE

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

EXEMPT ENTITY ISSUING CERTIFICATE

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

MO Tax Exempt I.D. #: 12492990

Contract Date:

Contract #: _____

Project Description: _____

Project Location: _____

Project Completion Date: _____

Auth. Signature: _____

Date: _____

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: _____

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

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

INSTRUCTIONS

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

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

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

Bid Submission Form Template

City of Republic, Missouri

Item Description	Quantity	Unit Rate	Extended Cost	Notes
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Total Bid Cost			\$	



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-52 An Ordinance of the City Council Approving Execution of a Deferred Infrastructure Developer Agreement with Bester Properties, LLC.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

Bester Properties, LLC wishes to enter into a Developer's Agreement for the deferred construction of approximately 1,593 feet of sidewalk during the platting of lots associated with Phase 1 of Harper Ridge in exchange for securing the total cost of said sidewalk.

Discussion and/or Analysis

The paragraphs below reference two separate subdivision names. The physical area of land under discussion was originally part of the Preliminary Plat of Emerald Valley Phase 2. Between Preliminary and Final Platting, the developer has decided selected a new name for the project: Harper Ridge. Discussion of the Preliminary Plat still references Emerald Valley Phase 2, while that of the Final Plat references Harper Ridge Phase 1.

The approved Preliminary Plat for Emerald Valley Phase 2 requires the completion of approximately 1,592 feet of 5-foot-wide sidewalk along the east side of Main Street extending from the northern property line of Emerald Valley Phase 1 to the Northern property line of Emerald Valley Phase 2; the Developer is requesting deferment of this section of sidewalk while they plat Harper Ridge Phase 1.

The Developer's Agreement would allow for the final platting of Harper Ridge Phase 1, consisting of 25 lots, in exchange for securing the cost of the sidewalk to be deferred. The total cost assigned to the sidewalk construction is \$71,724.97. Upon execution of the Developer's Agreement the City will accept the Final Plat for Harper Ridge Phase 1. The Developer would then be able to sell the associated lots and those same lots would be eligible for new residential building permit applications.

The developer must construct the required improvements or enter into a new Developer's Agreement with the City prior to the final platting of any subsequent phases of development. This agreement will terminate upon the completion of the sidewalk by the developer or upon the included expiration clause.

Recommended Action

Staff recommends approval of the Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEFERRED INFRASTRUCTURE
DEVELOPER AGREEMENT WITH BESTER PROPERTIES, LLC**

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

WHEREAS, Bester Properties, LLC (the “Developer”) is the owner and/or developer of the Harper Ridge Phase 1 Subdivision (formerly known as the Emerald Valley Phase 2A.1 Subdivision) in Republic, Missouri (the “Development”); and

WHEREAS, on or about October 26, 2021, via Resolution 21-R-49, the Council approved the Preliminary Plat for Phase Two (II) of the Development; and

WHEREAS, the Developer is currently constructing Phase II of the Development and the City desires to enter into a Deferred Infrastructure Developer Agreement (“Developer Agreement”) with Developer pursuant to which the City will defer the construction of approximately 1,593 linear feet of required sidewalk infrastructure until such time as the twenty-five (25) lots identified on the Notated Phasing Plan (attached as Exhibit C to the proposed Developer Agreement), are completed; and

WHEREAS, under the proposed Developer Agreement, the Developer is required to provide the City with a letter of credit for Seventy One Thousand Seven Hundred Twenty Four Dollars and Ninety Seven Cents (\$71,724.97), representing the total estimated cost of deferred sidewalk infrastructure; and

WHEREAS, the Council finds the proposed Developer Agreement is in the City’s best interest as it help to ensure that all required infrastructure for the Development is constructed in the most timely and efficient manner possible, and advancing the continued economic growth and development in the City with as little interruption or inconvenience as possible to the members of the community.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Deferred Infrastructure Developer Agreement with Bester Properties, LLC for the public improvements referenced herein, in substantially the same form as that attached hereto and labeled “Attachment 1”.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

DEFERRED INFRASTRUCTURE DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of Republic Missouri (“City”) and Bester Properties, LLC (“Developer”). City and Developer are referred to together herein as the “Parties.”

WITNESSETH:

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

WHEREAS, Developer is a Missouri Limited Liability Company, in good standing and registered with the Missouri Secretary of State to do business in the State of Missouri, including Greene County, Missouri; and

WHEREAS, Developer is currently the owner and/or developer of real property consisting of approximately 48 acres located near the 1300 block of North Main Street in the City of Republic, Missouri, the legal description of which is attached and incorporated by reference into this Agreement (*Legal Description of Property*, **Exhibit A**) (“the Property”); and

WHEREAS, Developer is in the process of constructing a phased residential Development (“the Development”) on the Property; and

WHEREAS, on or about October 26, 2021, the Republic City Council approved of the Preliminary Plat for Phase 2 of the Development (*Preliminary Plat, Phase II*, **Exhibit B**, attached hereto and incorporated by reference into this Agreement), via Resolution 21-R-49; and

WHEREAS, Developer is currently constructing what is referred to in the Preliminary Plat as Emerald Valley Phase II A (“Phase IIA”) of the Development and wishes to defer construction of approximately 1,593 Linear Feet of sidewalk required under the Preliminary Plat (“Deferred Sidewalk Infrastructure” and/or “Deferred Infrastructure”) for a specified period of time; and

WHEREAS, Developer has requested the City defer construction of the Deferred Sidewalk Infrastructure until such time as the twenty-five (25) lots identified via notations shown on the Phasing Plan, attached hereto and incorporated by reference into this Agreement (*Notated Phasing Plan*, **Exhibit C**), are constructed to completion (hereinafter known as “Harper Ridge Phase 1”); and

WHEREAS, the City has agreed to defer construction of the Deferred Sidewalk Infrastructure during construction of Harper Ridge Phase 1 and until such time as construction of Harper Ridge Phase 1 is completed, subject to the terms contained in this Agreement and approval by City Council.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the City and Developer (together, “the Parties”) agree as follows:

1. **Ability to Contract:** Developer warrants that it has full ownership interest in the Property such that Developer has the legal authority and ability to enter into this Agreement and fulfill the terms contained herein.
2. **Deferred Sidewalk Infrastructure:**
 - a. Developer acknowledges and agrees that construction of all required infrastructure for Phase IIA and for Harper Ridge Phase 1, and for all other subsequent phases of the Development, including all utility, stormwater, and road improvements for the same,

as shown on the Preliminary Plat, the Phasing Plan, the City's Major Thoroughfare Plan and all other Adopted Master Plans of the City, and as otherwise required under applicable City Ordinance(s), Rule(s) and Regulation(s), must be completed by Developer before the final plat of Phase IIA and/or Harper Ridge Phase 1, and the final plat(s) of all other subsequent phases of the Development, will be issued by the City, **unless** expressly deferred or otherwise modified by way of this Agreement or by way of other written agreement of the Parties duly executed as an addendum or amendment to this Agreement.

- b. The City agrees to defer, **only** during construction of Harper Ridge Phase 1, and until such time as Harper Ridge Phase 1 construction has been completed, Developer's construction of the Deferred Sidewalk Infrastructure, which includes 1,593 Linear Feet of sidewalk at 5 foot width, as more fully identified on **Exhibit C**. The City's deferral only extends to those improvements identified herein as the Deferred Sidewalk Infrastructure (and alternatively, the Deferred Infrastructure), and shall not extend to any additional work, construction, or improvements required under the Preliminary Plat, Phasing Plan, and any other approved applicable plans.
- c. Developer expressly acknowledges and agrees that:
 - i. Nothing in this Agreement shall be construed as a waiver of the requirement that Developer complete construction of the Deferred Sidewalk Infrastructure, which is merely being deferred under this Agreement.
 - ii. This Agreement does not in any way affect, modify or otherwise relieve Developer of its duties and obligations to complete all required infrastructure of the Development in accord with the terms and provisions of the approved plans for the Development.
 - iii. Developer is required to complete the infrastructure and construction of Phase II and Harper Ridge Phase 1 of the Development regardless of the terms or conditions of this Agreement pertaining to the Deferred Sidewalk Infrastructure.
 - iv. Developer may not transfer its interest in any one or more of the lots in any phase or sub-phase of the Development subsequent to Harper Ridge Phase 1, whether such transfer be by way of assignment, sale, donation, dedication, gift, or otherwise, without first completing the engineering and construction of the Deferred Sidewalk Infrastructure, unless such sale or transfer is expressly agreed to by the Parties, in writing, and incorporated into this Agreement as a properly executed Amendment or Addendum. In the absence of any such Amendment or Addendum, Developer acknowledges that any sale or transfer of a single lot in any phase or sub-phase of the Development subsequent to Harper Ridge Phase 1 of the Development prior to Developer's completion of the engineering and construction of the Deferred Sidewalk Infrastructure is a material breach of this Agreement.
 - v. With the exception of final platting for Harper Ridge Phase 1, which will be eligible for approval of final plat upon completion of the twenty-five lots in Harper Ridge Phase 1 and prior to completion of the Deferred Sidewalk Infrastructure, the City will not approve a final plat for any phase or sub-phase of the Development until such time as Developer has completed construction of Deferred Sidewalk Infrastructure.

- d. Nothing in this Agreement shall be construed or interpreted as requiring the City to construct or pay for any of the Deferred Sidewalk Infrastructure or for any other infrastructure or construction being performed on Phase II of the Development.
 - e. Developer acknowledges that, in exchange for the City's deferment of the Deferred Sidewalk Infrastructure, Developer is required under this Agreement to provide security ("Security") to the City in the amount of **Seventy One Thousand Seven Hundred Twenty Four Dollars and Ninety Seven Cents (\$71,724.97)**, which represents the sum total of estimated cost of the Deferred Sidewalk Infrastructure ("Deferred Infrastructure Cost"), upon execution of this Agreement. The Security shall be provided to the City via a letter of credit made payable to the City, and shall then be held by the City as security for construction of the Deferred Sidewalk Infrastructure. Developer additionally acknowledges that the City will not issue any permits for Phase II of the Development until it receives the Security from Developer in accord with the provisions of this paragraph.
 - f. The Security, together with this Agreement, duly executed by all parties hereto, represents the entire security for the Deferred Sidewalk Infrastructure.
 - g. Should Developer fail to complete construction of the Deferred Sidewalk Infrastructure in its entirety by October 25, 2025, the City shall have the right to pursue any of the following remedies, at its sole discretion and determination:
 - 1. Pursuant to a written addendum or amendment to this Agreement, duly executed by the Parties, extend the Security on a month-by-month basis, the duration of which is to be determined by the City, to allow for the completion of the Deferred Infrastructure; or
 - 2. Return the Security to the Developer. (At no time will the City return the Security to anyone other than the Developer); or
 - 3. Collect upon the full amount of the Security for use by the City. Should the City elect to collect the full amount of the Security under this subparagraph, the City shall be allowed to utilize the funds from the Security, within its sole determination and discretion to do any of the following: (1) complete the Deferred Sidewalk Infrastructure; or, alternatively, (2) apply toward other infrastructure improvements within the City; or (3) apply toward a combination of the Deferred Sidewalk Infrastructure and other infrastructure improvements within the City.
3. **Easements:** Developer agrees to execute any easements and/or rights-of-way reasonably required in order for the City to perform any work it may be obligated to perform under this Agreement and in order for the City to provide future maintenance on the Property after Developer has completed its work. Said easements will be provided by Developer to the City at no cost to the City. The Parties additionally acknowledge and agree that City may need further easements and/or rights-of-way that allow for the extension of any work performed under this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements as become necessary from Developer. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to complete the Development, the City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by 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.

4. **Conflict of Interest:** No salaried director, officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement null and void. Any federal regulations and applicable provisions in Section 105.450 *et seq.*, RSMo. shall not be violated.
5. **Entire Agreement:** This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. **Default by Developer and Termination:** If through any cause, Developer shall fail to timely and satisfactorily fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in 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 the City elects to terminate under this provision, the City shall have the right to immediately collect on the Security notwithstanding and without regard for the four-year period referenced in paragraph 2(i) of this Agreement.
7. **Default by the City and Termination:** If through any cause, the City shall fail to fulfill its obligations under this Agreement, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, Developer shall deliver written notice of the same to the City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary so long as the 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 reimburse the City for all actual costs the City incurs in completing any remaining work required under this Agreement. Termination of this Agreement shall be Developer's sole remedy for any default by the City under this Agreement.
8. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.
9. **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 recover from the Developer all reasonable attorneys' fees and expenses it incurs in connection with enforcing its rights under this Agreement.

10. **Liability:** Nothing in this Agreement shall be construed to create any liability on the part of the City or on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will inherently cause damage to the Property, and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the public improvements contemplated by this Agreement.
11. **Independent Contractor:** The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
12. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and 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.
13. **Survival:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of 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.
14. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. **Whereas Clauses:** The “Whereas” clauses stated above are incorporated herein by reference.
16. **Assignment:** This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
17. **Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of the City’s defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
18. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

19. **Contingent Upon Funds and Approval:** This Agreement is contingent upon the City having sufficient funds available to perform the Work covered by this Agreement. Developer shall have no right of action against the City in the event the City is unable to perform its obligations under this Agreement as the result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the the City Council.
20. **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.
21. **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.
22. **Contract Documents:** The Agreement shall consist of the following:
- a. This Agreement;
 - b. Exhibit A – Legal Description of the Property;
 - c. Exhibit B – Preliminary Plat for Phase II of the Development;
 - d. Exhibit C – Notated Phasing Plan;
 - e. Any properly executed amendments or addendums.
23. **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:

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

To Developer: Bester Properties, LLC
 Attn: Zachary Best
 1075 West Cat Tail
 Nixa, Missouri 65714

[SIGNATURES ON FOLLOWING PAGE, Page 8 of 8]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DEVELOPER, BY:

Bester Properties, LLC

(Signature)

(Printed Name)

(Title)

CITY OF REPUBLIC, BY:

David Cameron, City Administrator

Approved as to Finance/Budget:

Bob Ford, Finance Director

Approved as to Form:

Megan McCullough, City Attorney

Attest:

Laura Burbridge, City Clerk

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

Developer Agreement – Exhibit A

Legal Description

DESCRIPTION OF PHASE II A & II B

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN SECTION 17, TOWNSHIP 28 NORTH, RANGE 23, BEING DESCRIBED AS FOLLOWS:

*COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;
THENCE, S89°04'30"E, ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 71.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, S01°21'11"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;
THENCE, S89°04'30"E, A DISTANCE OF 1258.24 FEET;
THENCE, S00°58'30"W, A DISTANCE OF 1963.10 FEET;
THENCE, N69°57'13"W, A DISTANCE OF 192.97 FEET;
THENCE, N64°25'09"W, A DISTANCE OF 672.76 FEET;
THENCE, N50°05'42"W, A DISTANCE OF 116.06 FEET;
THENCE, N46°49'48"W, A DISTANCE OF 515.40 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF MAIN STREET;
THENCE, N01°21'15"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 119.75 FEET TO THE POINT OF BEGINNING.*

CONTAINING 48.0 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PRELIMINARY PLAT
OF
EMERALD VALLEY - PHASE II

A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI

OWNER / DEVELOPER
BESTER PROPERTIES, LLC
1075 WEST CAT TAIL
NIXA, MO 65714



POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE
NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 17,
TOWNSHIP 28 NORTH, RANGE 23 WEST

PARCELS: 881718100001
RAINIER TR
ZONE TYPE: RESIDENTIAL

2010 FLOOD PLAIN AREA
2019 FLOOD PLAIN AREA

MAIN STREET

5' SIDEWALK ALONG
MAIN STREET

PARCELS: 881718100004
DAVID M. BESHEARS
ZONE TYPE: RESIDENTIAL

DESCRIPTION OF PHASE II A & II B

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN SECTION 17, TOWNSHIP 28 NORTH, RANGE 23, BEING DESCRIBED AS FOLLOWS:

GENERAL NOTES

- TOTAL AREA - 48.0 ACRES (PHASES II A & II B)
- TOTAL NUMBER OF LOTS - 145
- ZONING: R-1M SINGLE FAMILY RESIDENTIAL
- SMALLEST LOT: 9,000.0 SF
- LARGEST LOT: 23,081.1 SF (LOT 56)
- BUILDING SETBACK LINES:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 6 FEET
SIDE YARD ON CORNER LOT = 15 FEET (LOCAL ST.)
SIDE YARD ON CORNER LOT = 20 FEET (LOCAL TO COLLECTOR)
- SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO MAIN STREET
- HORIZONTAL & VERTICAL DATUM FOR THIS PROJECT IS BASED ON THE REPUBLIC GEOGRAPHIC REFERENCE SYSTEM, MONUMENT OR-84
- A PORTION OF "PHASE II B" DOES LIE WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 28077C0313E, EFFECTIVE DATE 12/17/2010
- ALL STREETS SHALL BE 50' RIGHT-OF-WAY
- MAINTENANCE OF ANY COMMON GROUND AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION
- RECORD SOURCE OF TITLE: BOOK 2021, PAGE 023260-21
- CLASS OF PROPERTY: URBAN
- PERMANENT MONUMENT LOT CORNERS ARE A 5/8" REBAR, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "WLS LSC 2003000370", ALL OTHER LOT CORNERS ARE A 1/2" REBAR, 18" IN LENGTH WITH A PLASTIC CAP STAMPED "WLS LSC 370"
- ALL LOT CORNERS SHALL BE SET WITHIN 1-YEAR AFTER THE DATE OF RECORDING OF THIS PLAT
- UNLESS SHOWN OTHERWISE, THERE IS A 10' UTILITY EASEMENT ALONG THE FRONT AND REAR OF EACH LOT
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION RECORDED AT THE GREENE COUNTY RECORDERS OFFICE
- PROPOSED FINISHED FLOOR ELEVATIONS TO BE DETERMINED BY PINNACLE DESIGN CONSULTANTS, LLC
- IN THE EVENT THAT 1500 GPM FIRE FLOW CANT BE MET, DWELLINGS WILL BE SPRINKLED.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

THAT I, MICHAEL WHITE, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WHITE LAND SURVEYING, LLC, DATED JUNE 14, 2020, AND SIGNED BY MICHAEL WHITE P.L.S. NO. 2488 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF MICHAEL WHITE P.L.S. NO. 2488 IN ACCORDANCE WITH THE DIVISION OF GEOLOGY AND LAND SURVEY, MISSOURI DEPARTMENT OF NATURAL RESOURCES' CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED BY THE MISSOURI DEPARTMENT OF AGRICULTURE.

DATE PREPARED: SEPTEMBER 22, 2021

SIGNATURE:
MISSOURI PROFESSIONAL LAND SURVEYOR NO.: 2488

WHITE
LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 06/14/06
DWG DATE: 09/22/2021
DRAWN BY: MW
S/T/R: 17/28/23
PROJECT No.: 2021-040

PRELIMINARY PLAT
OF
EMERALD VALLEY - PHASE II A & PHASE II B
PROJECT LOCATION: N. MAIN STREET
REPUBLIC, GREENE COUNTY, MISSOURI

PREPARED BY:

MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488

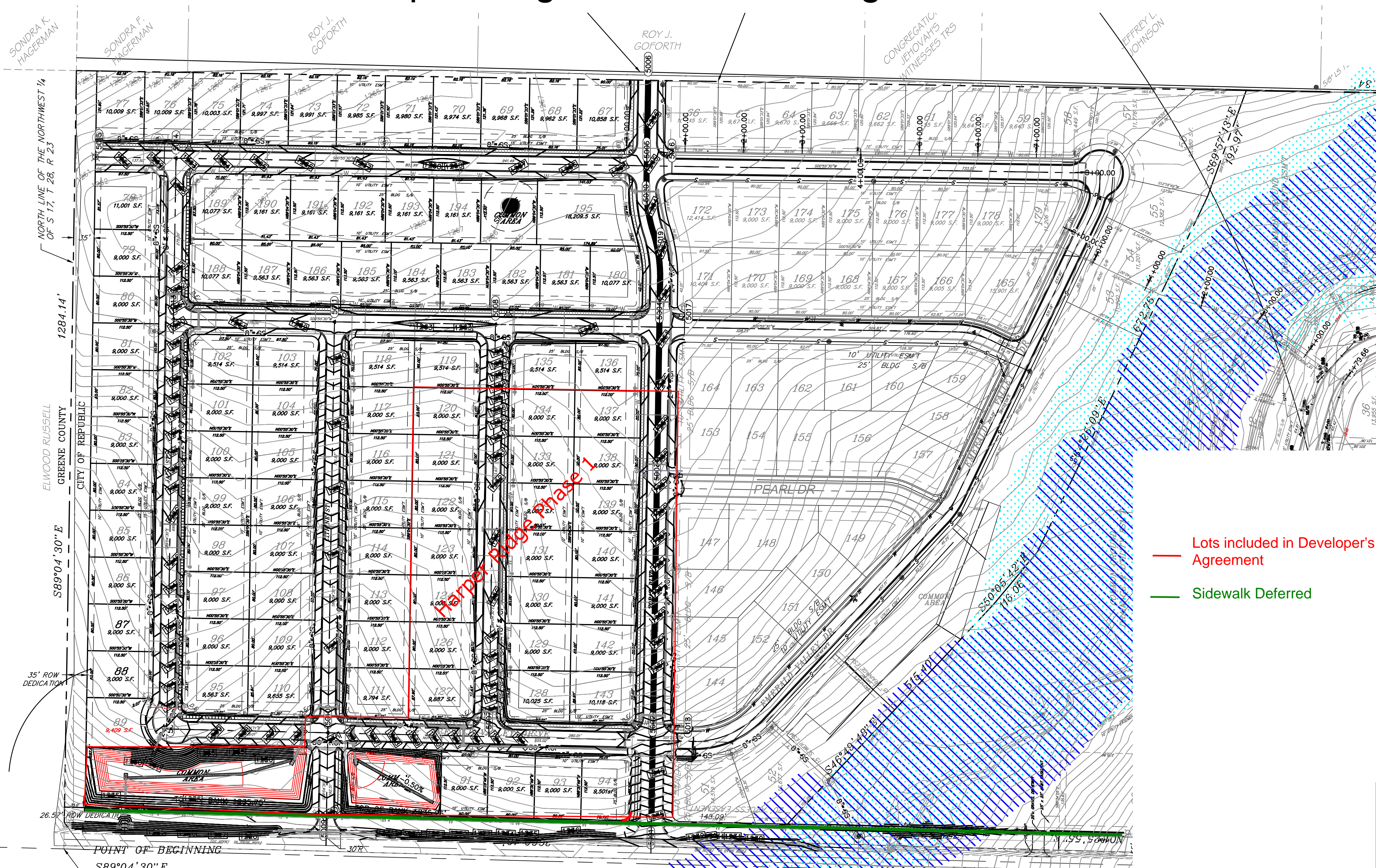
WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370

MICHAEL
WHITE
NUMBER
PLS-002488

09/22/2021

© Copyright 2021 - White Land Surveying, LLC

Harper Ridge Phase 1: Phasing Plan





AGENDA ITEM ANALYSIS

Project/Issue Name: 23-53 An Ordinance of the City Council Approving the Final Plat of Harper Ridge Phase 1 Subdivision.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Bester Properties, LLC for the Final Plat of Harper Ridge Phase 1. This site was previously approved as part of Emerald Valley Phase 2 on October 26, 2021.

Discussion and/or Analysis

The Final Plat of Harper Ridge Phase 1 will legally divide approximately ten point seventeen (10.17) acres of land into twenty-five (25) Medium-Density Single-Family Residential lots. The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 2,435 linear feet of new street and 1,846 linear feet of new sidewalk.

The Final Plat of Harper Ridge Phase 1 conforms to the Preliminary Plat of Emerald Valley Phase 2, as approved by City Council on October 26, 2021.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Approved Development Plan, 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 Harper Ridge Phase 1.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE
HARPER RIDGE PHASE 1 SUBDIVISION**

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

WHEREAS, on or about October 26, 2021, via Resolution 21-R-49, the Council approved the Preliminary Plat for Phase 2 of the Emerald Valley Subdivision (renamed to Harper Ridge Phase 1 Subdivision); and

WHEREAS, on or about October 1, 2023, Bester Properties, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of Harper Ridge Phase 1 Subdivision (“Harper Ridge Phase 1 Subdivision”); and

WHEREAS, the BUILDS Department has reviewed the Applicant’s proposed Final Plat for the Harper Ridge Phase 1 Subdivision and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

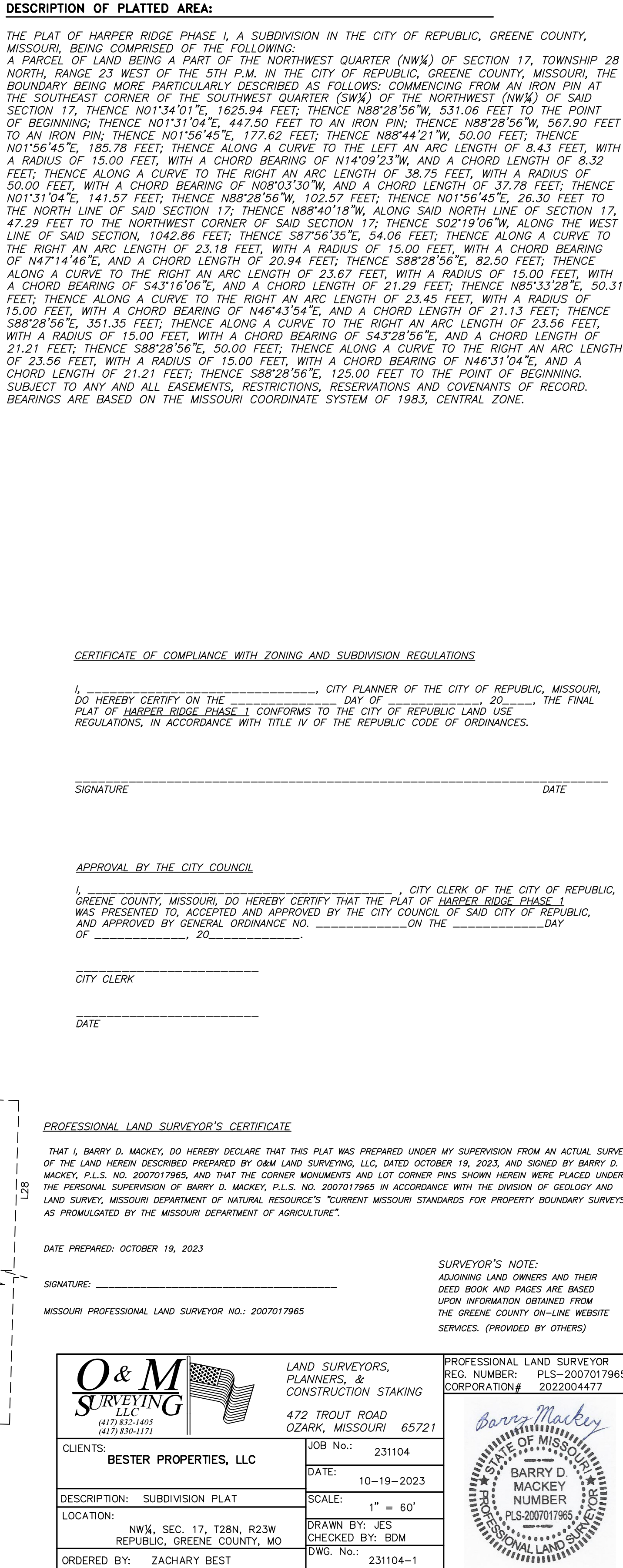
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



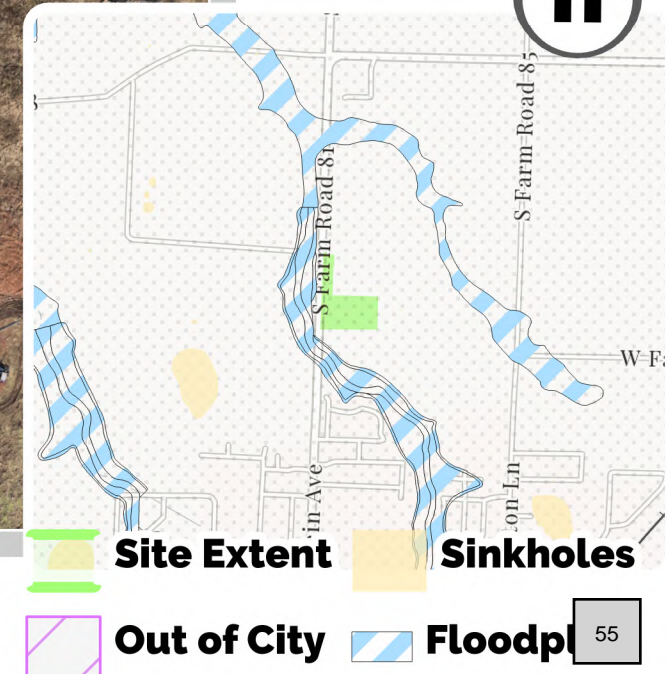
Owner/Applicant
BESTER PROPERTIES LLC

ADDRESS
S FARM ROAD 81

ZONING
R1-M | REQUESTED: N/A

WARD
2

ACREAGE
10.17



HARPER RIDGE PHASE 1

SUBD-FNL 23-006 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-54 An Ordinance of the City Council Approving the Final Plat of the Hankins Farm Planned Development District.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Republic 63, LLC for the Final Plat of Hankins Farm. The Development Plan for Hankins Farm was previously approved on February 22, 2022.

Discussion and/or Analysis

The Final Plat of Hankins Farm will legally divide approximately sixty-seven point nine seven (67.97) acres of land into 3 Commercial Use lots and 10 Industrial Use lots – for a total of 13 lots. Commercial Use lots allow uses that comply with the City's General Commercial (C-2) Zoning District. Industrial Use lots allow uses that comply with the City's Light Industrial (M-1) Zoning District. The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 2,481 linear feet of new street.

The Final Plat of Hankins Farm conforms to the Development Plan of Hankins Farm, as approved by City Council on February 22, 2022.

City Staff has reviewed the Final Plat and has determined that it substantially conforms to the requirements of the Approved Development Plan, 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 Hankins Farm Final Plat.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE
HANKINS FARM PLANNED DEVELOPMENT DISTRICT**

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

WHEREAS, on February 22, 2022, via Ordinance 22-07, the Council approved of the Development Plan for the Hankins Farm Planned Development District (“PDD”); and

WHEREAS, on or about September 27, 2023, Republic 63, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat for the Hankins Farm Planned Development District; and

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri,
this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

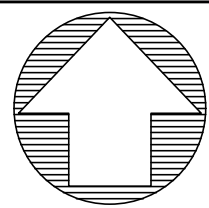
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE VIA GPS TIES TO THE MODOT VRS NETWORK.



(IN FEET)
1 inch = 100 ft.

FINAL PLAT

HANKINS FARM

SECTION 34, T29N, R23W

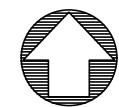
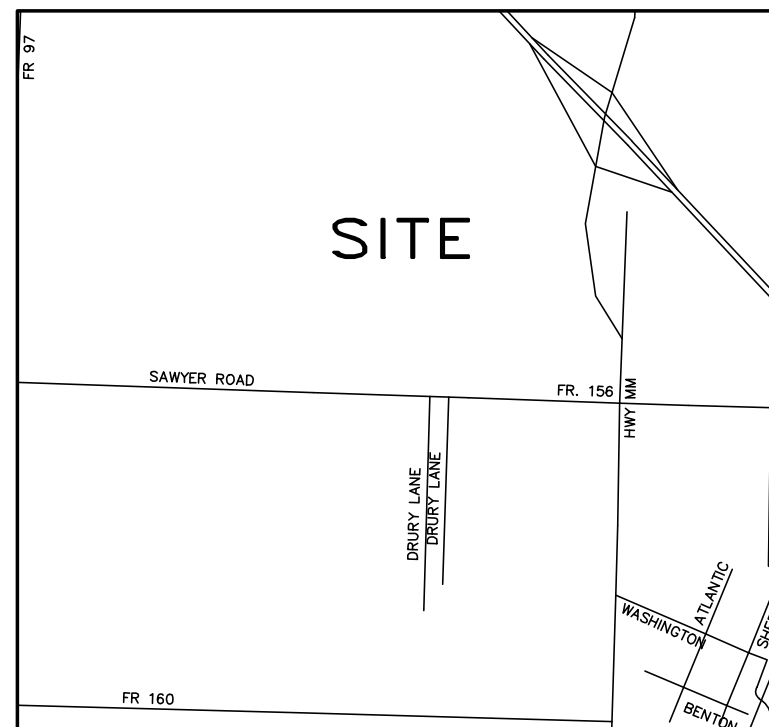
OWNER/DEVELOPER:

Republic 63, LLC
2808 S Ingram Mill, Suite A100
Springfield, MO 65804

FLOOD NOTE:

Portions of this property lies in Flood Zone "A" (areas determined to be within the Flood Hazard Area) with no Base Flood Elevation determined according to FIRM Community Panel 29077C 0316 E, effective December 17, 2010.

The "F" series flood map (29077C 0316 F), proposed but not yet effective, shows portions of the property in Flood Zone "AE" with multiple base flood elevations across the property. These areas are reflected on the plat per the proposed mapping.



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)
(D)
(R) MEASURED
PLAT
DEED
RECORD
- × FENCE LINE

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

County Collection Official

Date

GENERAL NOTES:

DEVELOPMENT PLAN APPROVAL DATE: FEBRUARY 22, 2022

CURRENT ZONING: PDD ORDINANCE 22-07

TOTAL AREA: 69.13 AC

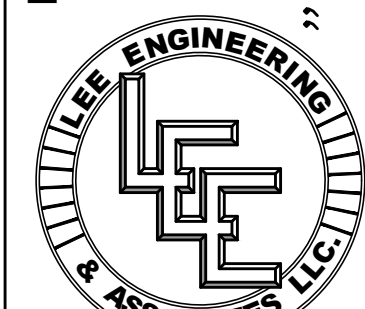
NUMBER OF LOTS: 13
SMALLEST LOT: LOT 13 - 64,735 SF (1.49 AC)
LARGEST LOT: LOT 10 - 701,414 SF (16.10 AC)

LOTS 1, 2 AND 13: COMMERCIAL USE SITES COMPLYING WITH THE GUIDELINES OF CITY OF REPUBLIC GENERAL COMMERCIAL (C-2) ZONING DISTRICT INCLUDING BUILDING SETBACKS, MAXIMUM DENSITY AND HEIGHT & AREA REGULATIONS.

LOTS 3 THROUGH 12: INDUSTRIAL USE SITES COMPLYING WITH GUIDELINES OF CITY OF REPUBLIC LIGHT INDUSTRIAL (M-1) ZONING DISTRICT INCLUDING BUILDING SETBACKS, MAXIMUM DENSITY, AND HEIGHT & AREA REGULATIONS.

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

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



DATE: 2023-10-12

SHEET: 1 OF 1

PROJECT: 2017

FILE: 2017 - Hankins Farm Final
Plat.dwg

Line Table		
Line #	Length	Direction
L1	207.93	S81°38'31"E
L2	284.61	N86°26'24"E
L3	96.29	S88°14'02"E
L4	91.43	N88°14'02"W
L5	290.58	S86°26'24"W
L6	214.56	N81°38'31"W
L7	163.70	S35°09'23"W
L8	136.09	S35°09'23"W
L9	70.98	N80°02'39"E

Line Table		
Line #	Length	Direction
L10	50.10	N80°02'39"E
L11	100.78	N27°30'46"W
L12	98.84	N27°30'46"W
L13	163.31	N14°20'40"W
L14	159.70	N14°20'40"W
L15	42.71	S43°28'35"E
L16	42.71	S43°28'35"E
L21	10.88	S1°45'58"W
L22	10.88	S1°45'58"W

Curve Table			
Curve #	Length	Radius	Delta
C1	27.64	35.00	45°14'33"
C2	51.33	65.00	45°14'33"
C3	27.64	35.00	45°14'33"
C4	51.33	65.00	45°14'33"

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, City Planner of the City of Republic, Missouri, do hereby certify on the _____ day of _____, 2023, the Final Plat of Hankins Farm conforms to the City of Republic Land Use Regulations, in accordance with Title IV of the Republic Code of Ordinances.

APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic, Greene County, Missouri, Do hereby certify that the Plat of Hankins Farm 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 _____, 2023.

City Clerk

Date

OWNER'S CERTIFICATE

As owners, We, Republic 63, LLC have caused the land described on this plat to be surveyed, divided, mapped, and all access rights reserved and dedicated as represented on the plat. We hereby dedicate, grant, and convey right-of-way and easements shown hereon to the City of Republic. Furthermore, 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.

Tom Rankin, Manager/Member
Republic 63, LLC

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE) SS

On this _____ day of _____, 2023, before me personally appeared Tom Rankin to me known, who duly sworn, did say that he is a Manager/Member of Republic 63, LLC and that he executed the foregoing document on behalf of said Republic 63, LLC and its Managers/Members, and acknowledged said instrument to be the free act and deed of said Republic 63, LLC..

In witness whereof, I have hereunto set my hand and affixed my Official Seal at my office in _____, on the _____ day and year first above written.

Notary public -

My Commission Expires

Printed Name

DESCRIPTION -

TRACT I:

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Twenty-nine (29), Range Twenty-three (23), Greene County, Missouri.

TRACT II:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Twenty-nine (29), Range Twenty-three (23), Greene County, Missouri;
EXCEPT Commencing at the Southeast corner of said Section Thirty-four (34); thence North 88°13'40" West, along the South line of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) 890.61 feet for a Point of Beginning; thence continuing North 88°13'40" West, along said South line 373.65 feet; thence North 01°46'20" East 361.70 feet; thence South 88°13'40" East, 373.65 feet; thence South 01°46'20" West 361.70 feet to the Point of Beginning.

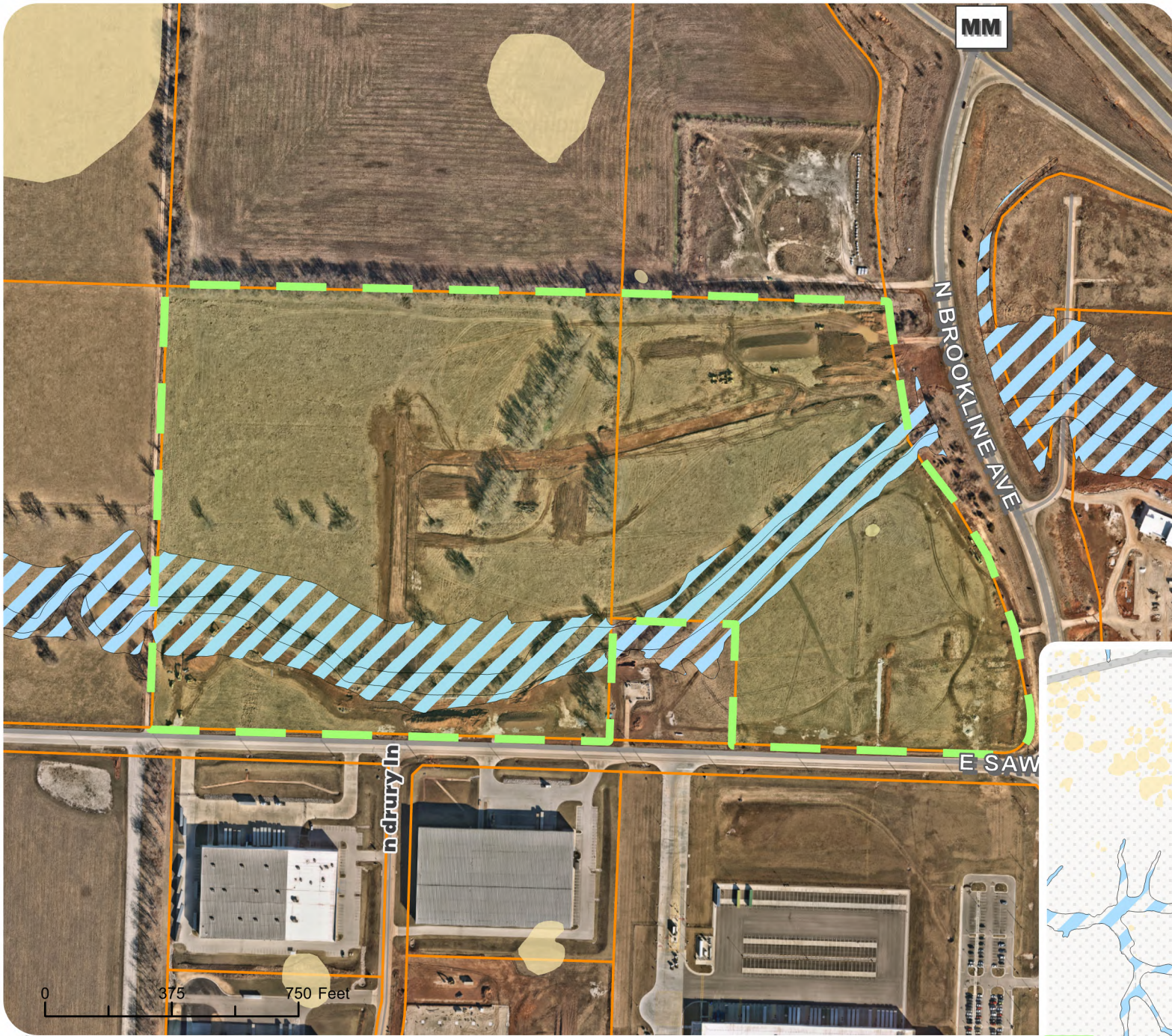
REGISTERED LAND SURVEYOR'S CERTIFICATE

That I, Don R. Berry do hereby declare that this plat was prepared under my supervision from an actual survey of the land herein described prepared by me dated January 11, 2021 and signed by me, Missouri P.L.S. No. 2004017829 and that the corner monuments and lot corner pins shown herein were placed under my personal supervision in accordance with the Division of Geology and Land Survey, Missouri Department of Agriculture's current "Missouri Standards for Property Boundary Surveys" as promulgated by the Missouri Department of Agriculture.

Signature: _____

Date Prepared: October 12, 2023

Don R. Berry
Missouri Professional Land Surveyor No. 2004017829



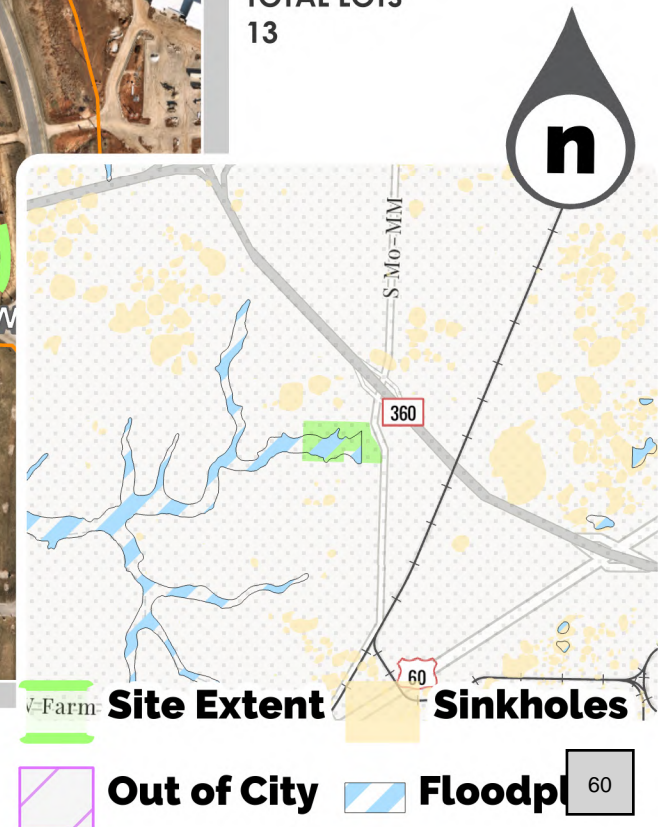
Owner/Applicant
Republic 63, LLC

ADDRESS
2561 S STATE HWY MM

ZONING
HANKINS PDD | REQUESTED:
N/A

WARD
2
ACREAGE
67.97

TOTAL LOTS
13



HANKINS FARM
SUBD-FNL 23-005 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-55 An Ordinance of the City Council Authorizing Amendment of the Lease Agreement between the City and City Utilities of Springfield, Missouri for the Trunked Radio Systems Tower located in Republic, Missouri.

Submitted By: Duane Compton, Fire Chief

Date: November 14, 2023

Issue Statement

Discussion and possible vote to extend amend the lease agreement with City Utilities of Springfield Missouri.

Discussion and/or Analysis

In 1999 City Utilities of Springfield and Springfield / Greene County 911 started assessing the need for a new radio system throughout all of Greene County. It was determined by a consultant that we should switch to an 800-hundred-megahertz system that would be used by all agencies to improve interoperable communications. This type of radio system would require several radio repeater sites throughout Greene County. The radio consulting service identified Republic as a tower site because of the high elevation and the flat terrain.

City Utilities of Springfield approached the City of Republic about placing a radio repeater tower at the Wastewater Plant. This tower site would adequately serve southwestern Greene County as well as the panhandle of Christian County. Also, with placement on City-owned property, it would save on the installation cost of the system.

On September 28th, 2001, City Utilities and the City of Republic entered into a lease agreement to allow the radio tower to be installed on City property. The Lease Agreement was for a term of 30 years and expires on September 30, 2031. Recently City Utilities approached the city and requested to add some additional antennas and equipment to the tower site. This amendment would allow necessary upgrades to be made.

Recommended Action

Staff recommends approval.

**AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING AMENDMENT OF THE LEASE AGREEMENT
BETWEEN THE CITY AND CITY UTILITIES OF SPRINGFIELD, MISSOURI FOR THE TRUNKED RADIO
SYSTEMS TOWER LOCATED IN REPUBLIC, MISSOURI**

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

WHEREAS, Section 70.220, RSMo., authorizes municipalities and political subdivisions of the State of Missouri to cooperate with each other by, among other things, entering into cooperative agreements with each other regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, on or about September 28, 2001, the City and City Utilities of Springfield, Missouri, a Missouri political subdivision under § 70.220 RSMo., (“CU” or “Lessee”), entered into a Lease Agreement (“Original Lease Agreement”) for the lease of certain real property located in Republic, Missouri, upon which a certain facilities and accessories necessary for a trunked radio tower site would be constructed by CU and subsequently maintained by CU; and

WHEREAS, CU has requested an amendment to the Original Lease Agreement that would permit CU to assign its rights and obligations under the Original Lease Agreement without prior written consent of the City; and

WHEREAS, City staff advise that they have no objection to the requested amendment, which is not expected to compromise in any way the public safety benefits the City currently receives through the Original Lease Agreement or to otherwise have any material effect on the City under the circumstances; and

WHEREAS, the Council finds that the amendment to the Original Lease Agreement is for good cause and in furtherance of the intent of the Original Lease Agreement, is not reasonably likely to result in any material effect to the City, and is thus in the best interest of the City and its citizens.

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

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to execute an amendment to the Lease Agreement between the City and City Utilities of Springfield, Missouri, to modify the current provision governing assignments under the Lease, such amendment to be in substantially the same form as that attached to this Ordinance as “Attachment 1.”
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

**AMENDMENT TO LEASE AGREEMENT
DATED SEPTEMBER 28, 2001**

This *Amendment to Lease Agreement dated September 28, 2001* (“Amendment”), dated the _____ day of _____, 2023, by and between the City of Republic, Missouri (“Lessor”), and City Utilities of Springfield, Missouri (“Lessee”) (together, “the Parties”), amends the Lease Agreement between the Parties dated the 28th day of September, 2001 (“Original Lease Agreement”), as follows:

1. The Original Lease agreement is attached hereto as “Exhibit A.”
2. The section entitled “Section 11. **ASSIGNMENT.**” (emphasis in original) of the Original Lease Agreement is hereby deleted and replaced with the following:

11. **ASSIGNMENT.** Lessee may assign its rights and obligations pursuant to this lease without the written consent of Lessor.
3. All other terms and conditions of the Original Lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Amendment on the date last written below.

City Utilities of Springfield, Missouri

City of Republic, Missouri

President-CEO

David Cameron, City Administrator

Approve by Legal

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

Exhibit A

LEASE AGREEMENT

THIS INDENTURE made this 28th day of September, 2001, by and between the City of Republic, Missouri ("Lessor"), and City Utilities of Springfield, Missouri ("Lessee"), as follows:

Lessor hereby leases to the Lessee and the Lessee takes as Lessee the premises shown on the attached Exhibits A and B upon the following terms and conditions:

1. **TERM.** This lease is for the term of thirty (30) years, commencing on October 1, 2001, and ending on September 30, 2031.
2. **RENT.** Lessee agrees to pay a one-time rental of \$1.00 (One Dollar), payable in advance on the day the Lease commences.
3. **USE OF PREMISES.** Lessee shall use the premises described in Exhibit A for the construction, maintenance, and operation of a tower site. Lessee shall not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Republic now or hereafter made, or which shall be injurious to any person or property. The portion of the premises located outside the fence that Lessee will construct to enclose the radio tower and related facilities may be used by Lessor for depositing sludge from Lessor's wastewater treatment plant, for storing materials and equipment, and for a shooting range. All such use by Lessor shall be at the sole risk and liability of Lessor.
4. **ACCESS.** Lessee may use the adjacent property owned by Lessor to gain access to the premises.

5. **ELECTRIC AND COMMUNICATION LINES.** Lessee may construct, maintain, and operate electric service and communications lines to serve the radio tower and facilities used in conjunction with the radio tower. The electric service and communications lines shall be constructed on the property legally described in Exhibit B.

6. **MAINTENANCE.** Lessee shall maintain the portion of the premises contained within the fence that will be constructed by Lessee to enclose the radio tower and related facilities in good condition, consistent with the purposes for which the premises are to be used. Lessor shall maintain the existing access road and the premises located outside of the fence to be constructed by Lessee to enclose the radio tower and related facilities.

7. **HAZARDOUS SUBSTANCES.** Lessor represents that it has no knowledge of any substance, material, chemical, or waste on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Substances"). Neither Lessor nor Lessee shall introduce or use any Hazardous Substance on the premises in violation of any applicable law. Each party shall indemnify, defend, and hold harmless the other from all claims, damages, expenses, penalties, and losses arising from Hazardous Substances that the indemnifying party introduces on the premises during the term of this lease, except to the extent that such claims, damages, expenses, penalties, and losses are caused by the negligence or wrongful acts of the other party.

8. **LESSEE'S PROPERTY.** All property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee.

9. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor from

and against all claims, damages, losses, and expenses, including attorney's fees, arising out of Lessee's use of the premises, except to the extent caused by the negligence or willful conduct of Lessor. In cases of concurring fault, each party shall bear its share of the loss.

10. **ENTRY BY LESSOR.** Lessor shall have the right to enter the premises, at reasonable times and with notice to Lessee, to inspect the premises or to show the premises to persons who may wish to lease or buy the premises. Lessor may, without notice to or consent of Lessee, enter on the premises outside of the fence that will be constructed by Lessee to enclose the radio tower and related facilities. Lessor may enter the premises without notice to or consent of Lessee in a police or fire emergency.

11. **ASSIGNMENT.** Lessee shall not assign this lease without the written consent of Lessor, which shall not be withheld unreasonably.

12. **RE-ENTRY.** Upon the breach of any covenant, agreement, or condition of this lease by Lessee, Lessor may, at its option, give thirty days written notice to Lessee and terminate this lease. Lessee may cure any such breach before the effective date of the termination. On such termination, Lessor may thereupon immediately re-enter and take possession of the premises and Lessee shall thereafter have no claim to the premises.

13. **YIELD UP PREMISES.** At the expiration or upon any termination of this lease, Lessee shall peaceably yield up the premises to Lessor. On such termination or expiration, the radio tower and any buildings shall become the property of Lessor. All other radio equipment located on the premises shall remain the property of Lessee and Lessee shall remove it within ninety (90) days after the termination or expiration of this lease. If Lessee fails to do so, then Lessor may dispose of such radio equipment and recover the cost thereof from Lessee, or Lessor may keep such radio equipment and use it as Lessor sees fit without liability to Lessee.

IN WITNESS WHEREOF, the parties have signed this lease on the date first written above.

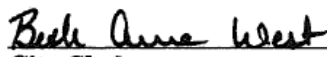
City Utilities of Springfield, Missouri

By 
General Manager ~~ACTING GENERAL MANAGER~~

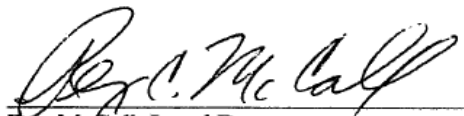
City of Republic, Missouri

By 
City Administrator

ATTEST:


City Clerk

Approved as to Form and Content:


Rex McCall, Legal Department

LEASE AGREEMENT

THIS INDENTURE made this 28th day of September, 2001, by and between the City of Republic, Missouri ("Lessor"), and City Utilities of Springfield, Missouri ("Lessee"), as follows:

Lessor hereby leases to the Lessee and the Lessee takes as Lessee the premises shown on the attached Exhibits A and B upon the following terms and conditions:

1. **TERM.** This lease is for the term of thirty (30) years, commencing on October 1, 2001, and ending on September 30, 2031.
2. **RENT.** Lessee agrees to pay a one-time rental of \$1.00 (One Dollar), payable in advance on the day the Lease commences.
3. **USE OF PREMISES.** Lessee shall use the premises described in Exhibit A for the construction, maintenance, and operation of a tower site. Lessee shall not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Republic now or hereafter made, or which shall be injurious to any person or property. The portion of the premises located outside the fence that Lessee will construct to enclose the radio tower and related facilities may be used by Lessor for depositing sludge from Lessor's wastewater treatment plant, for storing materials and equipment, and for a shooting range. All such use by Lessor shall be at the sole risk and liability of Lessor.
4. **ACCESS.** Lessee may use the adjacent property owned by Lessor to gain access to the premises.

5. **ELECTRIC AND COMMUNICATION LINES.** Lessee may construct, maintain, and operate electric service and communications lines to serve the radio tower and facilities used in conjunction with the radio tower. The electric service and communications lines shall be constructed on the property legally described in Exhibit B.

6. **MAINTENANCE.** Lessee shall maintain the portion of the premises contained within the fence that will be constructed by Lessee to enclose the radio tower and related facilities in good condition, consistent with the purposes for which the premises are to be used. Lessor shall maintain the existing access road and the premises located outside of the fence to be constructed by Lessee to enclose the radio tower and related facilities.

7. **HAZARDOUS SUBSTANCES.** Lessor represents that it has no knowledge of any substance, material, chemical, or waste on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Substances"). Neither Lessor nor Lessee shall introduce or use any Hazardous Substance on the premises in violation of any applicable law. Each party shall indemnify, defend, and hold harmless the other from all claims, damages, expenses, penalties, and losses arising from Hazardous Substances that the indemnifying party introduces on the premises during the term of this lease, except to the extent that such claims, damages, expenses, penalties, and losses are caused by the negligence or wrongful acts of the other party.

8. **LESSEE'S PROPERTY.** All property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee.

9. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor from

and against all claims, damages, losses, and expenses, including attorney's fees, arising out of Lessee's use of the premises, except to the extent caused by the negligence or willful conduct of Lessor. In cases of concurring fault, each party shall bear its share of the loss.

10. **ENTRY BY LESSOR.** Lessor shall have the right to enter the premises, at reasonable times and with notice to Lessee, to inspect the premises or to show the premises to persons who may wish to lease or buy the premises. Lessor may, without notice to or consent of Lessee, enter on the premises outside of the fence that will be constructed by Lessee to enclose the radio tower and related facilities. Lessor may enter the premises without notice to or consent of Lessee in a police or fire emergency.

11. **ASSIGNMENT.** Lessee shall not assign this lease without the written consent of Lessor, which shall not be withheld unreasonably.

12. **RE-ENTRY.** Upon the breach of any covenant, agreement, or condition of this lease by Lessee, Lessor may, at its option, give thirty days written notice to Lessee and terminate this lease. Lessee may cure any such breach before the effective date of the termination. On such termination, Lessor may thereupon immediately re-enter and take possession of the premises and Lessee shall thereafter have no claim to the premises.

13. **YIELD UP PREMISES.** At the expiration or upon any termination of this lease, Lessee shall peaceably yield up the premises to Lessor. On such termination or expiration, the radio tower and any buildings shall become the property of Lessor. All other radio equipment located on the premises shall remain the property of Lessee and Lessee shall remove it within ninety (90) days after the termination or expiration of this lease. If Lessee fails to do so, then Lessor may dispose of such radio equipment and recover the cost thereof from Lessee, or Lessor may keep such radio equipment and use it as Lessor sees fit without liability to Lessee.

14. **NOTICES.** Notices given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, and shall be effective on receipt. Notices shall be addressed as follows:

Lessor: City Administrator
City of Republic
213 N. Main
Republic, MO 65738

Lessee: City Utilities of Springfield, Missouri
Property Acquisition Administrator
P.O. Box 551
Springfield, MO 65801

15. **OPTION FOR SECOND TERM.** Lessee shall have the option to renew this lease for another term of thirty (30) years by giving written notice to Lessor at least 180 days before the expiration of the initial term. The rent for the second term shall be determined by an appraisal of the premises, exclusive of the value of the radio tower and facilities constructed by Lessee for use in conjunction with the radio tower. The appraisal shall be done at least 120 days before the expiration of the initial term at Lessee's expense. An appraiser certified by the State of Missouri shall do the appraisal. Lessee shall submit the names of three appraisers to Lessor and Lessor shall choose the appraiser from the names submitted. If Lessee decides that the appraised value of the rent is too high, then Lessee may rescind its exercise of this option by giving written notice to Lessor at least 60 days before the expiration of the initial term. The rent for the second term shall be payable in advance on the day the second term commences.

IN WITNESS WHEREOF, the parties have signed this lease on the date first written above.


City Utilities of Springfield, Missouri

By 
General Manager ~~ACTING GENERAL MANAGER~~

City of Republic, Missouri

By 
City Administrator

ATTEST:


City Clerk

Approved as to Form and Content:


Rex McCall, Legal Department

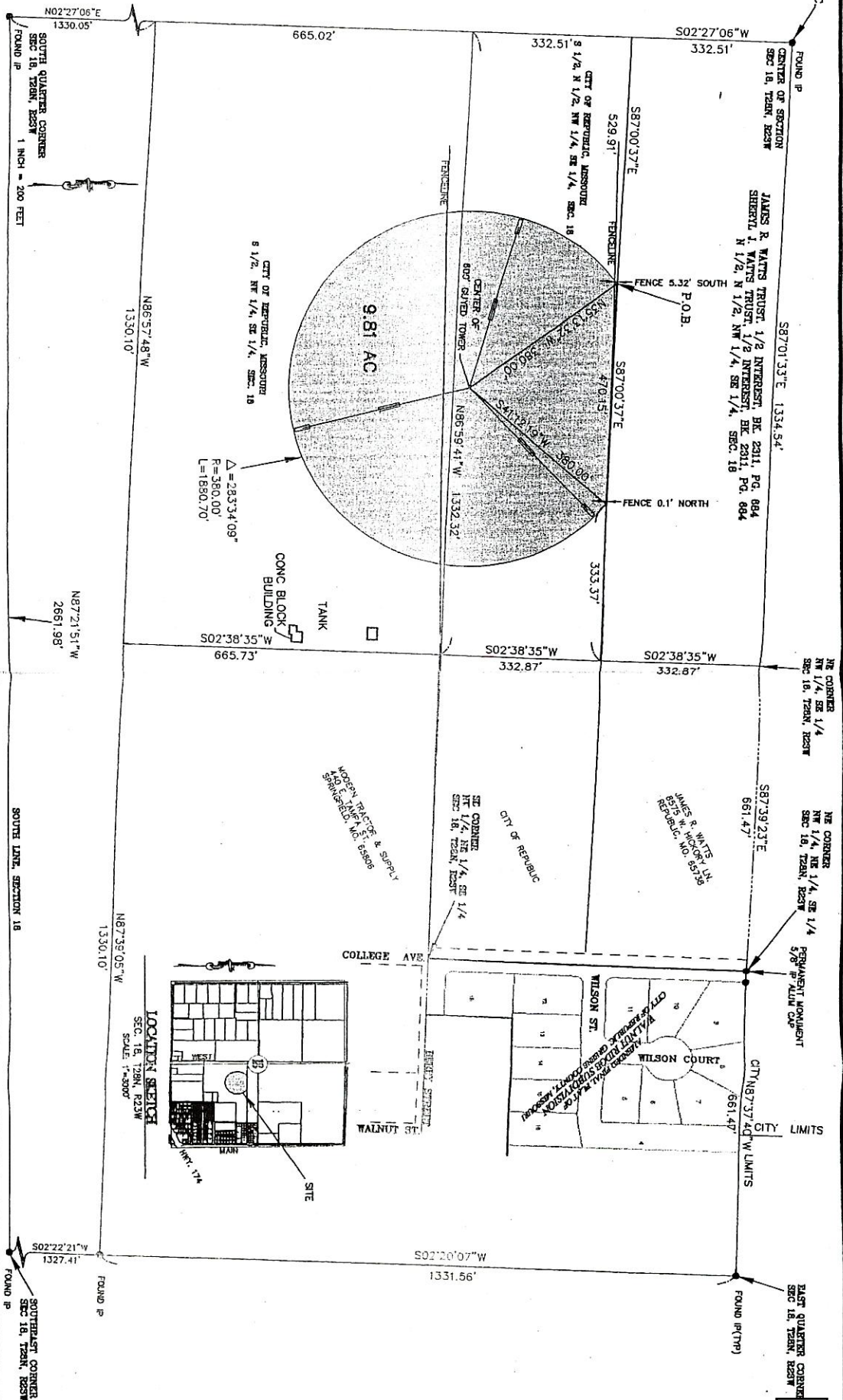
EXHIBIT A

THE FOLLOWING DESCRIPTION DESCRIBES A MORE OR LESS CIRCULAR TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 18; THENCE SOUTH $02^{\circ}27'06''$ WEST, 332.51 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH $87^{\circ}00'37''$ EAST, ALONG SAID NORTH LINE, 529.91 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH $87^{\circ}00'37''$ EAST, 470.15 FEET, TO A POINT OF NON-TANGENT CURVE RIGHT; THENCE 1880.70 FEET ALONG A 380.00 FOOT RADIUS CURVE, WHOSE RADIUS POINT LIES SOUTH $41^{\circ}12'19''$ WEST, OF THE LAST DESCRIBED COURSE, SAID CURVE ENDING AT THE POINT OF BEGINNING. CONTAINING 9.81 ACRES, MORE OR LESS.

EXHIBIT B

A PERMANENT 10.0 FOOT WIDE UTILITY EASEMENT, ALL LYING WITHIN CITY OF REPUBLIC PROPERTY, AND LYING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI; THENCE NORTH $01^{\circ}54'09''$ EAST, 106.50 FEET; THENCE SOUTH $86^{\circ}57'48''$ EAST, 24.78 FEET, TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}54'09''$ EAST, 548.91 FEET; THENCE NORTH $89^{\circ}26'38''$ WEST, 590.41 FEET, TO THE POINT OF TERMINATION. CONTAINING 11,453 SQUARE FEET, 0.263 ACRE, OR 1,139 LINEAR FEET MORE OR LESS, SAID EASEMENT BEING CONTAINED ENTIRELY WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST.

Item 8.



A/E
730 N. BENTON AVE.
SPRINGFIELD, MO 65802
417-866-2741

CITY UTILITIES OF SPRINGFIELD
TOWER LEASE TRACT
CITY OF REPUBLIC PROPERTY
REPUBLIC, MISSOURI

DRAWN BY:	KEM	FIELD BY:	KL KK
DATE:	6-16-01	FIELD BK:	CJ-00-4
CLIENT NO:	36660	SHEET NO:	1



AGENDA ITEM ANALYSIS

Project/Issue Name: A Public Hearing of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

Submitted By: Bob Ford, Finance Director

Date: November 14, 2023

Issue Statement

Under Chapter 67 of the Missouri Revised Statutes and by City Charter, the City is required to prepare an annual budget, which will serve as a comprehensive financial plan for the ensuring budget year.

Discussion and/or Analysis

The 2024 Consolidated Budget presented for City Council consideration consists of an (1) Operating Budget and a (2) Capital Budget broken out as follows.

- Operating Budget with revenues of \$37,457,699, expenses of \$34,611,092 resulting in an Operating Surplus of \$2,846,607.
- Capital Budget with expenditures of \$64,558,749 funded as follows:
 - \$33,701,273 in transfers from existing cash; and
 - \$817,000 in transfers from Capital Improvement Sales Tax Fund or Fire Sales Tax Fund as appropriate; and
 - \$30,131,300 in Grants or Reimbursements from the State of Missouri or Missouri Department of Transportation.
- The combination of the two Budgets results in a Consolidated Net Surplus of \$2,937,432.

	Operating Budget			Capital Budget					Consolidated Net Surplus (Deficit)
Fund	Revenues	Expenses	Operating Surplus (Deficit)	Capital Expenditures	Operating Surplus less CapEx	Other Sources			
						Cash	CIST or FST	Grants & Reimburse	
Gen. Fund	\$9,566,707	(\$8,533,729)	\$1,032,978	(\$180,000)	\$852,978	\$180,000	\$0	\$0	\$1,032,978
Police	\$3,823,375	(\$3,823,739)	(\$364)	(\$336,000)	(\$336,364)	\$111,000	\$225,000	\$0	(\$364)
Fire	\$3,848,271	(\$3,847,312)	\$959	(\$142,000)	(\$141,041)	\$0	\$142,000	\$0	\$959
Parks & Rec	\$5,788,607	(\$5,473,221)	\$315,386	(\$7,366,899)	(\$7,051,513)	\$7,316,899	\$50,000	\$0	\$315,386
Street	\$3,532,885	(\$3,303,608)	\$229,277	(\$4,350,000)	(\$4,120,723)	\$2,000,000	\$400,000	\$1,950,000	\$229,277
Stormwater	\$18,500	\$0	\$18,500	\$0	\$18,500	\$0	\$0	\$0	\$18,500
Water	\$2,678,937	(\$2,769,761)	(\$90,824)	\$0	(\$90,824)	\$90,824	\$0	\$0	
Wastewater	\$6,574,593	(\$5,954,471)	\$620,122	(\$52,183,850)	(\$51,563,728)	\$24,002,550	\$0	\$28,181,300	\$620,122
FST	\$550,244	(\$230,252)	\$319,993	\$0	\$319,993	\$0	\$0	\$0	\$319,993
CIST	\$1,075,581	(\$675,000)	\$400,581	\$0	\$400,581	\$0	\$0	\$0	\$400,581
Consolidated	\$37,457,699	(\$34,611,092)	\$2,846,607	(\$64,558,749)	(\$61,712,141)	\$33,701,273	\$817,000	\$30,131,300	\$2,937,432

Recommended Action

Staff recommends that the City Council approve the City of Republic's FY 2024 Consolidated Budget as presented.



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-56 An Ordinance of the City Council Appropriating from the Revenue of the City of Republic, Missouri, Expenditures in Accordance with the Fiscal Year 2024 Budget of the City of Republic, Missouri, and Providing for Adjustments Thereto.

Submitted By: Bob Ford, Finance Director

Date: November 14, 2023

Issue Statement

Under Chapter 67 of the Missouri Revised Statutes and by City Charter, the City is required to prepare an annual budget, which will serve as a comprehensive financial plan for the ensuring budget year.

Discussion and/or Analysis

The 2024 Consolidated Budget presented for City Council consideration consists of an (1) Operating Budget and a (2) Capital Budget broken out as follows.

- Operating Budget with revenues of \$37,457,699, expenses of \$34,611,092 resulting in an Operating Surplus of \$2,846,607.
- Capital Budget with expenditures of \$64,558,749 funded as follows:
 - \$33,701,273 in transfers from existing cash; and
 - \$817,000 in transfers from Capital Improvement Sales Tax Fund or Fire Sales Tax Fund as appropriate; and
 - \$30,131,300 in Grants or Reimbursements from the State of Missouri or Missouri Department of Transportation.
- The combination of the two Budgets results in a Consolidated Net Surplus of \$2,937,432.

	Operating Budget			Capital Budget					Consolidated Net Surplus (Deficit)
Fund	Revenues	Expenses	Operating Surplus (Deficit)	Capital Expenditures	Operating Surplus less CapEx	Other Sources			
						Cash	CIST or FST	Grants & Reimburse	
Gen. Fund	\$9,566,707	(\$8,533,729)	\$1,032,978	(\$180,000)	\$852,978	\$180,000	\$0	\$0	\$1,032,978
Police	\$3,823,375	(\$3,823,739)	(\$364)	(\$336,000)	(\$336,364)	\$111,000	\$225,000	\$0	(\$364)
Fire	\$3,848,271	(\$3,847,312)	\$959	(\$142,000)	(\$141,041)	\$0	\$142,000	\$0	\$959
Parks & Rec	\$5,788,607	(\$5,473,221)	\$315,386	(\$7,366,899)	(\$7,051,513)	\$7,316,899	\$50,000	\$0	\$315,386
Street	\$3,532,885	(\$3,303,608)	\$229,277	(\$4,350,000)	(\$4,120,723)	\$2,000,000	\$400,000	\$1,950,000	\$229,277
Stormwater	\$18,500	\$0	\$18,500	\$0	\$18,500	\$0	\$0	\$0	\$18,500
Water	\$2,678,937	(\$2,769,761)	(\$90,824)	\$0	(\$90,824)	\$90,824	\$0	\$0	
Wastewater	\$6,574,593	(\$5,954,471)	\$620,122	(\$52,183,850)	(\$51,563,728)	\$24,002,550	\$0	\$28,181,300	\$620,122
FST	\$550,244	(\$230,252)	\$319,993	\$0	\$319,993	\$0	\$0	\$0	\$319,993
CIST	\$1,075,581	(\$675,000)	\$400,581	\$0	\$400,581	\$0	\$0	\$0	\$400,581
Consolidated	\$37,457,699	(\$34,611,092)	\$2,846,607	(\$64,558,749)	(\$61,712,141)	\$33,701,273	\$817,000	\$30,131,300	\$2,937,432

Recommended Action

Staff recommends that the City Council approve the City of Republic's FY 2024 Consolidated Budget as presented.

**AN ORDINANCE OF THE CITY COUNCIL APPROPRIATING FROM THE REVENUE OF THE CITY OF
REPUBLIC, MISSOURI, EXPENDITURES IN ACCORDANCE WITH THE FISCAL YEAR 2024 BUDGET OF THE
CITY OF REPUBLIC, MISSOURI AND PROVIDING FOR ADJUSTMENTS THERETO**

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

WHEREAS, pursuant to the provisions of Section 67.010, RSMo., and the City's Charter, the City is required to prepare and adopt an annual budget that presents a comprehensive financial plan for the ensuing fiscal year; and

WHEREAS, the City held a Public Hearing concerning the City's proposed 2024 budget on Tuesday, November 7, 2023, as required by as duly published in accord with applicable law; and

WHEREAS, following the Public Hearing but prior to adoption by the City Council, pursuant to Section 7.4(b) of the City Charter, certain amendments were made to the City's proposed 2024 budget, all of which have been incorporated into the proposed 2024 budget and presented to the City Council for review and consideration for final approval; and

WHEREAS, the Council has reviewed the City's amended proposed 2024 budget and finds it fit for adoption by way of this Ordinance, duly enacted on or before the last day of the month of the fiscal year currently ending, pursuant to Section 7.4(c) of the City Charter.

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

Section 1: The Annual Budget of the City of Republic, Missouri, consisting of (1) an Operating Budget with revenues of \$37,457,699 and expenses of \$34,611,092, resulting in a net surplus of \$2,846,607, and (2) a Capital Budget with expenditures of \$64,558,749, for the fiscal year commencing January 1, 2024, and ending December 31, 2024, as submitted by the City Administrator attached hereto and incorporated herein by reference as its fully set out in this Ordinance, is hereby approved.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

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

Megan McCullough, City Attorney

Final Passage and Vote:

To the Honorable Mayor, City Council Members, City Staff, and the Citizens of Republic:

INTRODUCTION

The City of Republic continues to challenge the status quo as we prepare for 2024. This new year will continue to exemplify great strides in wastewater improvements, increased Parks & Recreation investment, and the benefits of increased public safety funding. The sales tax growth, which remains relatively flat year over year, is the lifeblood of the City and is a direct result of the City's continual efforts in fostering partnerships within the economic development community.

SUMMARY

The 2024 Consolidated Budget ("Budget") is presented for City Council consideration and consists of an (1) Operating Budget and a (2) Capital Budget, which are broken out as follows.

- Operating Budget with revenues of \$37,457,699, expenses of \$34,611,092 resulting in an Operating Surplus of \$2,846,607.
- Capital Budget with expenditures of \$64,558,749 funded as follows:
 - \$33,701,273 in transfers from existing cash; and
 - \$817,000 in transfers from Capital Improvement Sales Tax Fund or Fire Sales Tax Fund as appropriate; and
 - \$30,131,300 in Grants or Reimbursements from the State of Missouri or Missouri Department of Transportation.
- The combination of these two Budgets results in a Consolidated Net Surplus of \$2,937,432.
- This Budget establishes our operating and capital investment plan for Fiscal Year (FY) 2024. The City of Republic provides basic municipal services such as public safety, street maintenance, water and sewer services, and parks and recreation programs.

The City has prepared two (2) parallel documents: the Budget and the 2024-2028 5-Year Capital Improvement Program (CIP).

- The Budget contains 20 individual departmental budgets across ten (10) funds (General Fund, Police Fund, Fire Fund, Street Fund, Stormwater Fund, Water Fund, Wastewater Fund, Parks & Recreation Fund, Capital Improvements Project Fund, and Fire Sales Tax Fund).
- This Budget includes a separate Operating Budget and Capital Budget for each of the individual departmental budgets.
- The CIP identifies all capital and infrastructure needs the City foresees for the next five (5) years, including improvements to the American's Disabilities Act (ADA) of 1990.

The City must follow governmental accounting standards. These standards require the City to separate different activities into corresponding funds and departments so that the funding sources and uses are kept separate and reported in a particular manner. Financial planning is essential for sound fiscal management and stewardship of resources. At the forefront of any decision is the transparency, accuracy, and accountability of City funds. It is imperative for City Council and City staff to have well-founded internal controls and accuracy before approving a budget. The budget, as proposed, provides direction to the City as to resources available for planned expenditures while allowing for

unanticipated expenditures.

The City has also engaged KPM CPAs as our independent outside auditor to examine our financial statements and processes on an annual basis. KPM also provides accounting guidance throughout the year in the ever changing and evolving world of governmental accounting. The complete financial audit can be found on the City's website.

BUDGET ANALYSIS

In accordance with the Missouri State Statute Section 67.010, the budget is to be balanced and the total proposed expenditures are not to exceed the estimated revenues and any unencumbered fund balance, less any deficit estimated for the beginning of the budget year. Each budget will outline a multi-year presentation of planned and actual resources to allow for the comparative analysis of the financial conditions of the City, as required.

The Operating Budget is comprised of the following Funds, with highlights below:

1. General Fund

- a. Administration – is a consolidation of the following departments - City Administration, City Clerk, Legal, Finance, Information Technologies, Human Resources, Public Information Office, Community Development (BUILDS), Municipal Court, Animal Control
- b. Revenues & Expenses
 - i. Revenues are appropriated to each respective department as governed by ordinance, ballot, or budget statute.
 - ii. Real Property Levy of 0.4267 per assessed \$100 for the General Fund.
 - iii. Administration personnel costs are allocated proportionally to all funds & departments based on headcount.
 1. Each fund and/or department treats the administration allocation as expense to each respective department's budget.
 2. Alternatively, the General Fund treats the administration allocation as revenue in the Administration Budget.
 3. Both the revenue (in the General Fund) and the expense (in the Fund/Department) budgets are eliminated in the consolidation process.

2. Parks and Recreation Fund

- a. In March of 2023, the City issued \$9.9 million in Series 2023 Special Obligation Bonds to fund the Aquatic Center expansion & the JR Martin Park upgrades & improvements.
- b. The FY 2024 Capital Budget contains \$7,366,899 in expenditures, of which \$6,325,399 are for the Aquatic Center expansion and JR Martin Park upgrades. That specific amount will be funded with restricted cash generated from the Series 2023 Bond issue.
- c. The Operating Budget contains the revenues & expenses for the Parks & Recreation Department (community programming, park maintenance, Republic Aquatic Center, Senior Center).
 - i. Funded by sale of services; and

- ii. Two (2) ¼-cent Parks Sales Taxes; and
- iii. Real Property Levy of 0.1150 assessed per \$100 for the Parks and Recreation Fund.

3. Police Fund

- a. In 2021, the voters approved a ¾ cent Public Safety Sales Tax (“PSST”). The PSST is equally split between the Police and Fire Funds. For FY 2024, the Police portion of the PSST is \$1,585,573.
- b. For 2024, the total Operating Budget for the Police Fund is \$3,823,375, funded predominately with the \$1,585,573 PSST, a \$1,411,645 transfer from the General Fund, along with \$803,656 from Greene County’s Law Enforcement Sales Tax.

4. Fire Fund

- a. In 2021, the voters approved a ¾ cent Public Safety Sales Tax (“PSST”). The PSST is equally split between the Police and Fire Funds. For FY 2024, the Fire portion of the PSST is \$1,585,573.
- b. For 2024, the total Operating Budget for the Fire Fund is \$3,848,271, funded predominately with the \$1,585,573 PSST and a \$2,217,780 transfer from the General Fund.

5. Fire Sales Tax

- a. Capital projects and equipment for the Fire Department

6. Parks and Recreation Fund

- a. In March of 2023, the City issued \$9.9 million in Series 2023 Special Obligation Bonds to fund the Aquatic Center expansion & the JR Martin Park upgrades & improvements.
- b. The FY 2024 Capital Budget contains \$7,366,899 in expenditures, of which \$6,325,399 are for the Aquatic Center expansion and JR Martin Park upgrades. That specific amount will be funded with restricted cash generated from the Series 2023 Bond issue.
- c. The Operating Budget contains the revenues & expenses for the Parks & Recreation Department (community programming, park maintenance, Republic Aquatic Center, Senior Center).
 - i. Funded by sale of services; and
 - ii. Two (2) ¼-cent Parks Sales Taxes; and
 - iii. Real Property Levy of 0.1150 assessed per \$100 for the Parks and Recreation Fund.

7. Capital Improvement Sales Tax

- a. Voters approved the reallocation of the ¼-cent Stormwater Sales Tax to a general Capital Improvement Sales Tax (CIST), which took effect October 2017.
- b. Voters were presented with a list of projects to be funded by the CIST. To ensure future transparency, the projects are updated on the City website.
- c. The list of completed projects funded through the CIST is also made available on the City website.

8. Street Fund

- a. Funded in part by the ½-cent Transportation Sales Tax.
- b. The Real Property Levy of 0.0657 per assessed \$100 for lights is additional funding for the Street Fund.

9. Water Fund – The Water Fund is an Enterprise Fund that operates through the sale of water to the citizens of Republic.**10. Wastewater Fund – Likewise, the Wastewater Fund is an Enterprise Fund that operates through the sale of wastewater service to the citizens of Republic.****WATER AND WASTEWATER RATES**

2024 brings rate increases for both water and wastewater rates. Those increases are as follows:

1. Water**a. Inside City Limits**

- i. Monthly Base Charge will increase from \$8.09 to \$8.66 for 1,500 gallons.
- ii. Surcharge will increase from \$3.81 to \$4.08 per 1,000 gallons.

b. Outside City Limits

- i. Monthly Base Charge will increase from \$12.13 to \$12.98 for 1,500 gallons.
- ii. Surcharge will increase from \$5.71 to 6.11 per 1,000 gallons.

2. Wastewater**a. Inside City Limits**

- i. Monthly Base Charge will increase from \$25.57 to \$26.85 for 1,500 gallons.
- ii. Surcharge will increase from \$15.19 to \$15.95 per 1,000 gallons.

b. Outside City Limits

- i. Monthly Base Charge will increase from \$38.35 to \$40.27 for 1,500 gallons.
- ii. Surcharge will increase from \$22.81 to \$23.95 per 1,000 gallons.

CAPITAL

Capital expenditures, both maintenance and major projects, are budgeted at \$64,558,749 for 2024. These capital expenditures can be broken down into the following major projects.

1. Wastewater Project = \$51.9 M
2. Schuyler Creek Trail = \$2.0 M
3. Pool Expansion = \$4.5 M
4. JR Martin Park = \$1.7 M
5. Other = \$4.5 M

These 2024 Capital Budget projects comprise the first year of the 5-Year Capital Improvement Plan, which is submitted separately from the Budget and outlines future City needs pertaining to projects and capital equipment. When resources are tight, capital spending is often prioritized and/or deferred if possible. Capital improvements have long-term effects on City operations, as well as impacting both current and future Capital Budgets. The 2024-2028 5-Year CIP was developed in conjunction with the

FY 2024 Budget.

DEBT OBLIGATIONS

In February 2022, the City issued \$45.5 million in Series 2022 Special Obligation Bonds to partially fund the Wastewater Project and to construct the BUILDS building.

- The BUILDS building officially opened in April 2023 and houses the City's Street, Water, Wastewater and Community Development Departments.
- The Wastewater Treatment Plant project ("WWTP") continues to move forward. To date, the City has spent approximately \$14 million of the bond proceeds on the WWTP. In addition to the Series 2022 Bond proceeds, the City has secured a \$50 million in State grants in additional funding for the WWTP. Therefore, the WWTP is approximately 2/3rds funded.

In March 2023, the City issued \$9.9 million in Series 2023 Special Obligation Bonds to fund the expansion of the Aquatic Center and upgrades to JR Martin Park. In addition, the Parks & Recreation Department is nearing the payoff of the outstanding principal of the 2017 Bond Refunding for the Republic Aquatic Center, currently scheduled for 2025.

PERSONNEL

City Administration considers the employees to be the most valuable assets of the organization and the City continues to invest in our people. In return, it also warrants evaluation of performance, value, and accountability.

In the 2024 budget, wages and personnel benefits are budgeted at \$16,439,194 which is approximately 57% of the Operating Budget expenses. Additional highlights regarding the City's staff for 2024 include the following:

- The City is budgeting for a total of 171 full-time employees by year end, which the majority of the additions to our Public Safety teams.
- Effective January 1, 2024, the City is budgeting a 4% COLA for all staff to maintain a competitive advantage in relation to surrounding entities and compensate employees for the rising costs associated with inflation.
- The City will continue to fund 100% of the employee's. In addition, effective January 1, 2024, the City will fund 50% of the incremental cost of dependent healthcare which has historically been borne 100% by the employee.

The City participates in the Missouri Local Government Employees Retirement System (LAGERS), which is a defined benefit pension plan providing retirement, disability and death benefits to members and beneficiaries.

- In 2014, City Council approved a change in the City's LAGERS program from the L-1 level to the L-3 level, increasing the employees' pension from a 1.0% multiplier to a 1.25% multiplier. The ensuing change resulted in an approximate 5.6% increase in LAGERS pension contributions on behalf of the employees.
- In 2019, the City assumed the employee's contribution rate of 4% and the employees no longer

are required to contribute. No changes to the LAGERS benefit have been budgeted in the 2024 Budget.

In 2022, the City and its Council members boldly chose to provide an added benefit of a 9% ICMA Deferred Compensation program provided by the City on behalf of each full-time employee, which went into effect April 1, 2022. The City has budgeted \$891,210 to fund the same ICMA Deferred Compensation benefit for 2024.

Each year, the City remains diligent by taking all employee benefits out for bid, ensuring the best benefit package is available within their means. We are happy to report that our health and dental insurance premiums will remain the same for 2024. We will continue to offer ancillary benefits as options for our staff.

CONCLUSION

In 2024, we will continue our mission to be “aggressively progressive through processes, relationships and trust”. We will constantly evaluate our processes to ensure timely service and response through exceptional customer service. We will consistently strengthen our relationships with the community through timely communication and updates, and we will continue to build trust through our dedication to process improvements. We will see ways to improve our local economy, which will ultimately help improve the quality of life for our citizens. We remain committed to our goal of enhancing & improving the City’s infrastructure and facilities. As such, we remain focused on two very specific needs of the City, additional funding for and execution of our Wastewater Treatment Plant Project, along with upgrades and enhancements to our Parks & Recreation system. We are grateful to be able to serve this community and, while there are challenges, we will continue to address and sustain the needs of our growing community.

Sincerely,



David Cameron
City Administrator

Cc: Laura Burbridge, City Clerk

FY 2024 Proposed Budget

Nov 2023



Presented to Republic City Council – November 2, 2023
Bob Ford, Finance Director

Budget Process Changes | FY 2024

- **Split into two budgets:**
 - ✓ Operating - Revenues minus Expenses.
 - ✓ Capital - Expenditures (uses) offset by Funding (sources).

- **Separated Police and Fire from the General Fund to form stand-alone Funds:**
 - ✓ Police Fund
 - ✓ Fire Fund

Budget FY24 Consolidated

- Operating Budget
 - Operating Surplus of \$2.8 M
- Capital Budget
 - CapEx of \$64.6 M
 - ✓ Wastewater Project = \$51.9 M
 - ✓ Schuyler Creek Trail = \$2.0 M
 - ✓ Pool Expansion = \$4.5 M
 - ✓ JR Martin Park = \$1.7 M
 - ✓ Other = \$4.5 M
 - Funded By
 - ✓ Cash = \$33.7 M
 - ✓ Grants = \$30.1 M
 - ✓ CIST & Fire Sales Tax = \$.8 M
- ✓ Cash drops from \$57.5 M to \$26.8 M

11/2/2023

Operating Budget		Item 10.
<u>Revenues</u>		
Revenues External		\$31,824,170
Revenues Internal		<u>\$5,633,530</u>
	Revenues Total	\$37,457,699
<u>Expenses</u>		
Expenses External		(\$28,977,566)
Expenses Internal		<u>(\$5,633,527)</u>
	Expenses Total	(\$34,611,092)
	Operating Surplus	\$2,846,607
Capital Budget		
<u>Uses</u>		
Capital Expenditures Maintenance		\$1,913,500
Capital Expenditures Projects		<u>\$62,645,249</u>
	CapEx Uses	\$64,558,749
<u>Sources</u>		
Cash From Balance Sheet		\$33,701,273
Special Tax Funds (CIST & Fire Sales)		\$817,000
Grants & Reimbursements		<u>\$30,131,300</u>
	CapEx Sources	\$64,649,573
	Net Surplus (Deficit) Consolidated	\$2,937,432

Operating Budget | Revenue

Revenues External			
<u>Taxes</u>		<u>\$</u>	<u>%</u>
City Sales Taxes		\$13,246,719	42%
Property & Greene County Taxes		<u>\$4,831,178</u>	15%
	Taxes sub-total	\$18,077,896	57%
<u>Other Revenue</u>			
Utility Billing		\$7,621,287	24%
Fees, Licenses, Rental & Program Revenue		\$4,828,408	15%
Interest Income		<u>\$1,296,578</u>	<u>4%</u>
	Other Revenue sub-total	\$13,746,273	43%
	REVENUE EXTERNAL	\$31,824,170	

City Sales Taxes

14,000,000.00

12,000,000.00

10,000,000.00

8,000,000.00

6,000,000.00

4,000,000.00

2,000,000.00

0.00

1-Cent General Fund

3/4-Cent Public Safety

1/4-Cent Recreation

1/4-Cent Aquatic Center Sales Tax

1/2-Cent Transportation Sales

1/4-Cent Capital Improvement Sales

1/8-Cent Fires Sales

Total

■ 2022 Actuals

■ 2023 Budget Amend 1

■ 2024 Proposed Budget

	2022	2023	2024
	Actuals	Budget	Proposed
1-Cent General Fund	4,162,367.87	4,200,321.66	4,242,324.88
3/4-Cent Public Safety	3,066,901.90	3,139,749.16	3,171,146.65
1/4-Cent Recreation	1,040,591.29	1,050,080.09	1,060,580.89
1/4-Cent Aquatic Center Sales Tax	1,040,591.33	1,050,080.17	1,060,580.97
1/2-Cent Transportation Sales	2,081,184.35	2,100,257.58	2,121,260.16
1/4-Cent Capital Improvement Sales	1,040,592.71	1,050,080.15	1,060,580.95
1/8-Cent Fires Sales	<u>520,408.49</u>	<u>524,994.24</u>	<u>530,244.18</u>
Total	12,952,637.94	13,115,563.05	13,246,718.68

Operating Budget | Expense

Personnel Costs Include:

- **Base Salaries**
 - Salary Treatment (COLA & Merit) standardized to the beginning of January.
 - ✓ Cost of Living Allowance Increase = 4%
 - ✓ Merit Increase = 0%
 - Base Salaries = 69% total comp.
- **Healthcare**
 - City funds 100% of employee's cost.
 - **New** – City to fund 50% of dependent healthcare cost.
 - Healthcare = 7% of total cost.
 - Plan increase = 2.5% vs 7% nationwide.
- **Retirement Benefits:**
 - 13% of total personnel cost.
- **Other Benefits & Payroll Taxes**
 - 11% of total personnel cost.

<u>Expenses External</u>	<u>\$\$</u>	<u>%</u>
Personnel Costs	\$16,439,194	57%
Operating Expenses	\$6,661,072	23%
Debt Service	\$5,060,299	18%
Transfers to Operating Funds from CIST & Fire Sales Tax	<u>\$817,000</u>	<u>3%</u>
Expenses External	<u>\$28,977,566</u>	

Growth in compensation & benefits...

- ❖ Increase in the number of staff.
- ❖ Market adjustments to base salaries to bring to a competitive level.
- ❖ Increase in selective benefit components, such as City sharing in dependent healthcare cost.
- ❖ Increase salary driven components such as payroll taxes and retirement benefits.

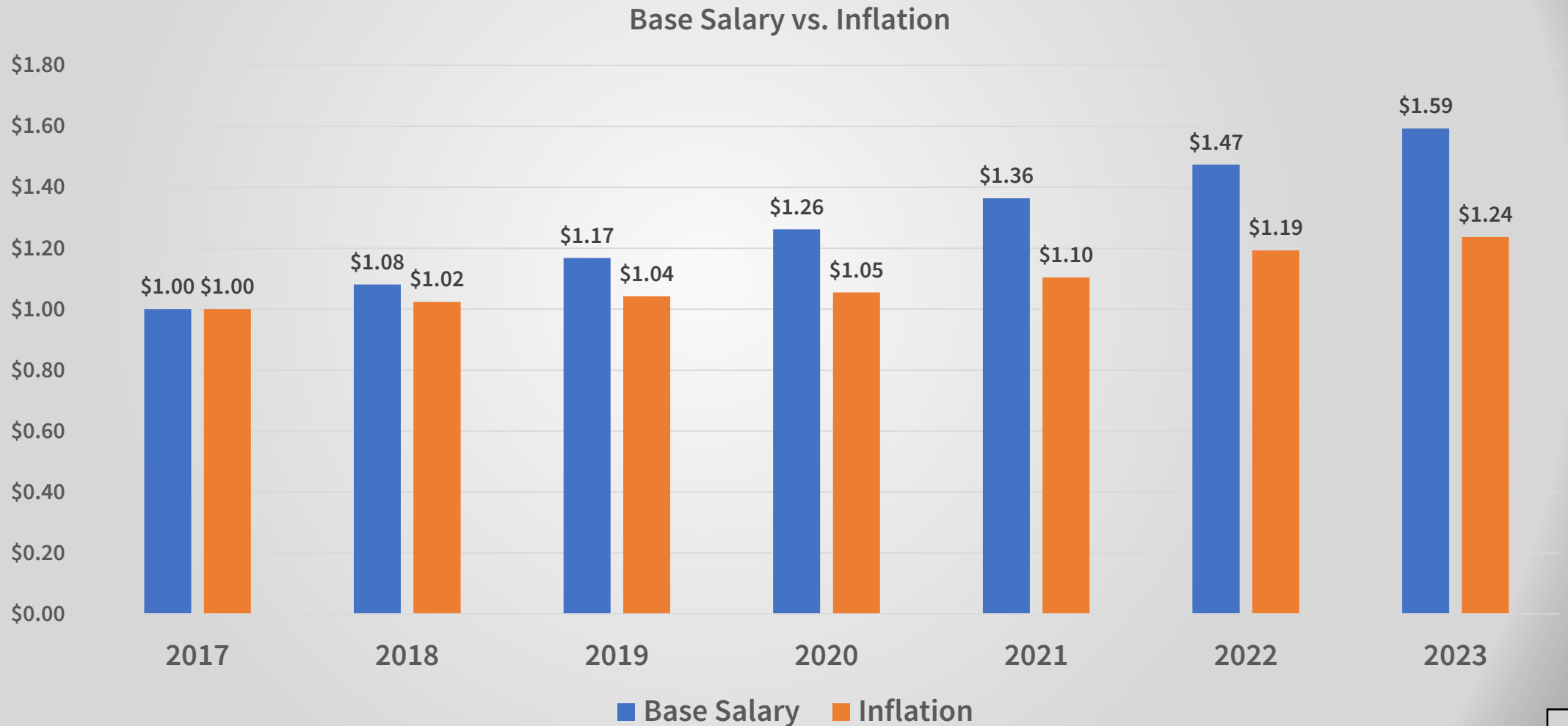
Compensation & Benefits Summary

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Salaries	\$8,751,760	\$10,131,868	\$11,377,212
Healthcare	\$825,216	\$916,077	\$1,189,722
Retirement Benefits	\$1,961,326	\$2,087,016	\$2,148,260
Payroll Taxes & Misc. Benefits	<u>\$1,197,915</u>	<u>\$1,481,021</u>	<u>\$1,724,000</u>
Total	<u>\$12,736,217</u>	<u>\$14,615,982</u>	<u>\$16,439,194</u>

Staffing needs continue to grow...

	<u>Full Time Staff Only</u>		
	<u>2022</u>	<u>2023</u>	<u>2024</u>
Beginning Employees	139	149	159
Ending Employees	149	159	171
Net Addition	10	10	12
Year over Year Growth Rate	7%	7%	8%

Salary growth rate exceeds inflation...



Capital Expenditures

Item 10.

<u>Capital Expenditure Purpose</u>	<u>Funded By</u>	<u>Amount</u>
<u>GENERAL FUND</u>		
IT - Capital, Vehicles	Cash - General Fund	\$35,000
IT - Hardware & Upgrades	Cash - General Fund	<u>\$145,000</u>
		\$180,000
<u>PARKS</u>		
Parks Grounds - Capital, Projects	Cash - Parks	\$110,000
Senior Center - Capital, Projects	Cash - Parks	\$9,000
RAC Expansion	Cash - Parks - Bond Proceeds	\$4,505,180
J.R. Martin Project	Cash - Parks - Bond Proceeds	\$1,690,958
Sports Complex	Cash - Parks - Bond Proceeds	\$129,261
ADA Improvements	Cash - Parks	\$50,000
Parks Grounds - Capital Equipment & Furniture	Cash - Parks	\$14,500
Facility Maintenance - Capital Equipment & Furniture	Cash - Parks	\$43,000
Aquatics - Capital Equipment & Furniture	Cash - Parks	\$15,000
Recreation - Capital Equipment & Furniture	Cash - Parks	<u>\$800,000</u>
		\$7,366,899
<u>FIRE</u>		
Fire - Capital, Projects	Fire Sales Tax	\$70,000
Fire Sales Tax - Capital, Assets	Fire Sales Tax	\$20,000
FST - Equipment & Furniture	Fire Sales Tax	<u>\$52,000</u>
		\$142,000

Capital Expenditures - Continued

<u>Capital Expenditure Purpose</u>	<u>Funded By</u>	<u>Amount</u>
POLICE		
Police - Capital, Vehicles	Cash - Police Fund	\$15,000
Police - Capital, Vehicles	CIST	\$225,000
Police - Capital, Projects	Cash - Police Fund	\$56,000
Police - Capital, Assets	Cash - Police Fund	\$20,000
Police - Capital Equipment & Furniture	Cash - Police Fund	\$20,000
		\$336,000
BUILDS		
Streets - Capital, Vehicles	Cash - Streets	\$100,000
Streets - Capital, Projects	Cash - Streets	\$600,000
Republic Commons	Refunds & Reimbursements	\$350,000
Shuyler Creek Trail	Refunds & Reimbursements	\$1,600,000
Shuyler Creek Trail	CIST	\$400,000
HWY MM	MM Hwy 5 Lane Expansion Receipts	\$1,300,000
		\$4,350,000
Wastewater - Capital, Vehicles	Cash - Wastewater	\$250,000
Wastewater - Capital Equipment & Furniture	Cash - Wastewater	\$10,000
WWTP Blending	2022 Bond Proceeds	\$5,753,115
WWTP CIP#6	2022 Bond Proceeds	\$1,239,315
WWTP CIP#7	2022 Bond Proceeds	\$1,500,120
WWTP Facility Expansion	2022 Bond Proceeds	\$15,250,000
WWTP Blending	Refunds & Reimbursements	\$6,539,285
WWTP CIP#6	Refunds & Reimbursements	\$2,891,735
WWTP CIP#7	Refunds & Reimbursements	\$3,500,280
WWTP Facility Expansion	Refunds & Reimbursements	\$15,250,000
		\$52,183,850
	TOTAL	\$64,558,749

Cash

\$70,000,000

\$60,000,000

\$50,000,000

\$40,000,000

\$30,000,000

\$20,000,000

\$10,000,000

\$0

	Total - 2023	Unrestricted	Restricted	Total - 2024	Unrestricted	Restricted
General Fund	\$8,821,850	\$8,370,989	\$450,861	\$9,674,828	\$9,223,966	\$450,861
Parks	\$8,938,291	\$932,071	\$8,006,220	\$1,936,778	\$255,957	\$1,680,821
Public Safety	\$1,038,268	\$999,694	\$38,574	\$927,863	\$889,289	\$38,574
BUILDS	\$38,006,775	\$3,368,366	\$34,638,409	\$12,781,300	\$3,185,441	\$9,595,859
Fire Sales Tax	\$616,852	\$0	\$616,852	\$936,844	\$0	\$936,844
CIST	\$77,301	\$0	\$77,301	\$477,882	\$0	\$477,882
Total	\$57,499,336	\$13,671,119	\$43,828,217	\$26,735,495	\$13,554,653	\$13,180,842

\$57,499,336

\$38,006,775

\$26,735,495

\$9,674,828

\$1,936,778

\$12,781,300

\$936,844

\$477,882

\$8,821,850

\$8,938,291

\$1,038,268

\$616,852

\$77,301

General Fund

Parks

Public Safety

BUILDS

Fire Sales Tax

CIST

Total

■ 2023 ■ 2024

Debt Summary

FY 2024

Item 10.

	Debt Outstanding				Debt Service		
	12/31/2023	Advance	Principal Payment	12/31/2024	Principal Payment	Interest Payment	Total
Series 2017 - Water Projects	\$7,772	\$0	(\$3,132)	\$4,640	\$3,132	\$186	\$3,318
Series 2017 - Walmart/Miller	\$81,037	\$0	(\$32,657)	\$48,380	\$32,657	\$1,941	\$34,598
Series 2017 - Park Projects	\$32,160	\$0	(\$12,960)	\$19,200	\$12,960	\$770	\$13,730
Series 2017 - Community Center	\$214,032	\$0	(\$86,252)	\$127,780	\$86,252	\$5,127	\$91,379
Excavator/Dozer	\$69,165	\$0	(\$51,750)	\$17,414	\$51,750	\$648	\$52,398
Firetruck	\$213,139	\$0	(\$83,774)	\$129,365	\$83,774	\$4,477	\$88,252
Brookline Utilities - MAMU 1	\$3,552,000	\$0	(\$376,000)	\$3,176,000	\$376,000	\$167,231	\$543,231
Fire Station #1	\$458,000	\$0	(\$48,000)	\$410,000	\$48,000	\$22,626	\$70,626
Fire Station #2	\$821,127	\$0	(\$82,777)	\$738,350	\$82,777	\$18,065	\$100,842
MM 5 Lane	\$2,255,330	\$1,506,775	(\$446,258)	\$3,315,847	\$446,258	\$29,793	\$476,052
Series 2022 Bonds - WWTP & Bldg.	\$44,230,000	\$0	(\$1,265,000)	\$42,965,000	\$1,265,000	\$1,610,100	\$2,875,100
Series 2023 Bonds - Parks 2023	\$9,920,000	\$0	(\$280,000)	\$9,640,000	\$280,000	\$430,775	\$710,775
Total	\$61,853,761	\$1,506,775	(\$2,768,559)	\$60,591,977	\$2,768,559	\$2,291,740	\$5,060,299

Debt Service

FY 2024

Item 10.

PROJECT		Water Projects	Walmart Miller	Park Projects	Comm Center	Excavator Dozer	Firetruck	Brookline	Fire St #1	Fire St #2	MM 5 Lane	Parks 2023	WWTP/Bldg
FUND	TOTAL DS	Water	Street	Parks	Parks	WW/W/S	Fire Tax	WW/W	Fire	Fire	Street	Parks	Sewer
2023	\$4,583,591	\$3,294	\$34,350	\$13,632	\$90,724	\$52,398	\$88,252	\$541,180	\$72,864	\$100,842	\$446,258	\$265,097	\$2,874,700
2024	\$5,060,299	\$3,318	\$34,598	\$13,730	\$91,379	\$52,398	\$88,252	\$543,231	\$70,626	\$100,842	\$476,052	\$710,775	\$2,875,100
2025	\$4,896,316	\$4,710	\$49,106	\$19,488	\$129,697	\$52,398	\$88,252	\$541,469	\$68,429	\$100,842	\$476,052	\$487,475	\$2,878,400
2026	\$4,628,780						\$44,126	\$542,869	\$66,217	\$100,842	\$476,052	\$519,175	\$2,879,500
2027	\$4,602,357							\$541,410	\$65,979	\$100,842	\$476,052	\$539,675	\$2,878,400
2028	\$4,635,365							\$541,068	\$73,329	\$100,842	\$476,052	\$568,975	\$2,875,100
2029	\$4,670,372							\$541,748	\$70,556	\$100,842	\$476,052	\$601,775	\$2,879,400
2030	\$4,690,380							\$541,424	\$67,788	\$100,842	\$476,052	\$628,075	\$2,876,200
2031	\$4,721,221							\$541,034	\$65,018	\$100,842	\$476,052	\$657,875	\$2,880,400
2032	\$4,189,493								\$49,625	\$100,842	\$476,052	\$686,075	\$2,876,900
2033	\$3,598,175											\$717,575	\$2,880,600
2034	\$3,628,575											\$752,175	\$2,876,400
2035	\$3,663,975											\$784,775	\$2,879,200
2036	\$3,699,075											\$820,275	\$2,878,800
2037	\$3,730,800											\$855,600	\$2,875,200
2038	\$3,327,425											\$890,225	\$2,437,200
2039	\$3,358,363											\$923,363	\$2,435,000
2040	\$3,399,863											\$960,063	\$2,439,800
2041	\$3,439,900											\$998,500	\$2,441,400
2042	\$3,473,875											\$1,038,450	\$2,435,425
2043	\$3,517,188											\$1,079,688	\$2,437,500
2044	\$3,388,550											\$950,925	\$2,437,625
2045	\$2,435,800												\$2,435,800
2046	\$2,436,950												\$2,436,950
2047	\$2,436,000												\$2,436,000

11/2/2023

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FISCAL YEAR 2024
PROPOSED OPERATING & CAPITAL BUDGETS

BUDGET FY 2024 Description	City-Wide Consolidated	General Fund All Depts	Police	Public Safety Fire	Fire Sales Tax	Street	BUILDS Funds Storm Water	Water	Wastewater	Parks & Rec Parks	CIST CIST
Operating Budget											
Revenues											
Taxes City Sales	\$13,246,719	\$4,242,325	\$1,585,573	\$1,585,573	\$530,244	\$2,121,260	\$0	\$0	\$0	\$2,121,162	\$1,060,581
Taxes Property	\$1,926,027	\$1,348,121	\$0	\$0	\$0	\$207,573	\$0	\$0	\$0	\$370,332	\$0
Taxes Other	\$2,905,151	\$30,800	\$803,656	\$26,917	\$0	\$944,552	\$0	\$0	\$0	\$1,099,225	\$0
Utility Billing	\$7,621,287	\$0	\$0	\$0	\$0	\$0	\$0	\$2,133,937	\$5,487,350	\$0	\$0
Fees, Licenses, Rental & Program Revenue	\$4,828,408	\$1,643,850	\$10,000	\$0	\$0	\$249,500	\$0	\$505,000	\$300,250	\$2,119,808	\$0
Interest Income	\$1,296,578	\$297,507	\$12,500	\$18,000	\$20,000	\$10,000	\$18,500	\$40,000	\$786,993	\$78,079	\$15,000
Revenue External	\$31,824,170	\$7,562,603	\$2,411,730	\$1,630,491	\$550,244	\$3,532,885	\$18,500	\$2,678,937	\$6,574,593	\$5,788,607	\$1,075,581
Transfers In From General Fund	\$3,629,425	\$0	\$1,411,645	\$2,217,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration Allocation	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Internal	\$5,633,530	\$2,004,104	\$1,411,645	\$2,217,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues Operating	\$37,457,699	\$9,566,707	\$3,823,375	\$3,848,271	\$550,244	\$3,532,885	\$18,500	\$2,678,937	\$6,574,593	\$5,788,607	\$1,075,581
Expenses											
Personnel Costs - Direct	\$16,439,194	\$3,078,190	\$3,038,714	\$2,952,332	\$0	\$1,415,309	\$0	\$1,358,112	\$1,556,518	\$3,040,019	\$0
Operating Expenses	\$6,661,072	\$1,555,964	\$443,325	\$381,011	\$0	\$1,080,041	\$0	\$861,596	\$1,266,333	\$1,072,802	\$0
Debt Service	\$5,060,299	\$0	\$0	\$171,467	\$88,252	\$643,119	\$0	\$396,539	\$2,945,038	\$815,884	\$0
Transfers Out - CIST & Fire Sales Tax	\$817,000	\$0	\$0	\$0	\$142,000	\$0	\$0	\$0	\$0	\$0	\$675,000
Expenses External	\$28,977,566	\$4,634,154	\$3,482,039	\$3,504,810	\$230,252	\$3,138,469	\$0	\$2,616,247	\$5,767,889	\$4,928,706	\$675,000
Transfers Out From General Fund	\$3,629,422	\$3,629,422	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Costs - Indirect	\$2,004,104	\$270,153	\$341,700	\$342,501	\$0	\$165,138	\$0	\$153,514	\$186,582	\$544,515	\$0
Expenses Internal	\$5,633,527	\$3,899,576	\$341,700	\$342,501	\$0	\$165,138	\$0	\$153,514	\$186,582	\$544,515	\$0
Expenses Operating	\$34,611,092	\$8,533,729	\$3,823,739	\$3,847,312	\$230,252	\$3,303,608	\$0	\$2,769,761	\$5,954,471	\$5,473,221	\$675,000
Operating Budget Surplus (Deficit)	\$2,846,607	\$1,032,978	(\$364)	\$959	\$319,993	\$229,277	\$18,500	(\$90,824)	\$620,122	\$315,386	\$400,581
Capital Budget											
Sources											
Capital Improvement Sales Tax	\$675,000	\$0	\$225,000	\$0	\$0	\$400,000	\$0	\$0	\$0	\$50,000	\$0
Fire Sales Tax	\$142,000	\$0	\$0	\$142,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash From Balance Sheet Unrestricted	\$2,333,324	\$180,000	\$111,000	\$0	\$0	\$700,000	\$0	\$90,824	\$260,000	\$991,500	\$0
Cash from Balance Sheet Restricted	\$31,367,949	\$0	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$23,742,550	\$6,325,399	\$0
Grants & Reimbursements	\$30,131,300	\$0	\$0	\$0	\$0	\$1,950,000	\$0	\$0	\$28,181,300	\$0	\$0
Sources Total	\$64,649,573	\$180,000	\$336,000	\$142,000	\$0	\$4,350,000	\$0	\$90,824	\$52,183,850	\$7,366,899	\$0
Uses											
Capital Expenditures Maintenance	\$1,913,500	\$180,000	\$260,000	\$72,000	\$0	\$100,000	\$0	\$0	\$260,000	\$1,041,500	\$0
Capital Expenditures Projects	\$62,645,249	\$0	\$76,000	\$70,000	\$0	\$4,250,000	\$0	\$0	\$51,923,850	\$6,325,399	\$0
Uses Total	\$64,558,749	\$180,000	\$336,000	\$142,000	\$0	\$4,350,000	\$0	\$0	\$52,183,850	\$7,366,899	\$0
Capital Budget Surplus (Deficit)	\$90,824	\$0	\$0	\$0	\$0	\$0	\$0	\$90,824	\$0	\$0	\$0
CONSOLIDATED NET SURPLUS (DEFICIT)	\$2,937,432	\$1,032,978	(\$364)	\$959	\$319,993	\$229,277	\$18,500	\$0	\$620,122	\$315,386	\$400,581



FISCAL YEAR 2024
PROPOSED OPERATING & CAPITAL BUDGETS

Item 10.

Attachment A

General Fund											
Operating Budget	All Depts	Admin	IT	HR	PIO	Finance	Legal	City Clerk	Courts	Animal Ctrl	Comm Dev
Revenues											
Taxes City Sales	\$4,242,325	\$4,242,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Property	\$1,348,121	\$1,348,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Other	\$30,800	\$30,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Billing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees, Licenses, Rental & Program Reven	\$1,643,850	\$885,100	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Interest Income	\$297,507	\$297,507	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue External	\$7,562,603	\$6,803,853	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Transfers In From General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration Allocation	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Internal	\$2,004,104	\$2,004,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues Operating	\$9,566,707	\$8,807,957	\$0	\$0	\$0	\$0	\$0	\$0	\$262,750	\$20,000	\$476,000
Expenses											
Personnel Costs - Direct	\$2,978,190	\$426,822	\$407,385	\$469,142	\$9,384	\$404,805	\$361,016	\$139,529	\$153,558	\$211,327	\$395,221
Operating Expenses	\$1,555,964	\$197,558	\$496,550	\$154,796	\$0	\$186,125	\$50,350	\$89,023	\$44,055	\$99,059	\$238,449
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers Out - CIST & Fire Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenses External	\$4,534,154	\$624,379	\$903,935	\$623,938	\$9,384	\$590,930	\$411,366	\$228,551	\$197,613	\$310,386	\$633,670
Transfers Out From General Fund	\$3,629,422	\$3,629,422	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Costs - Indirect	\$270,153	\$173,956	\$0	\$0	\$0	\$0	\$0	\$0	\$31,665	\$35,473	\$29,060
Expenses Internal	\$3,899,576	\$3,803,379	\$0	\$0	\$0	\$0	\$0	\$0	\$31,665	\$35,473	\$29,060
Expenses Operating	\$8,433,729	\$4,427,758	\$903,935	\$623,938	\$9,384	\$590,930	\$411,366	\$228,551	\$229,278	\$345,859	\$662,730
Operating Budget Surplus (Deficit)	\$1,132,978	\$4,380,199	(\$903,935)	(\$623,938)	(\$9,384)	(\$590,930)	(\$411,366)	(\$228,551)	\$33,472	(\$325,859)	(\$186,730)
Capital Budget											
Sources											
Capital Improvement Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash From Balance Sheet Unrestricted	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash from Balance Sheet Restricted	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grants & Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sources Total	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uses											
Capital Expenditures Maintenance	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uses Total	\$180,000	\$35,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Surplus (Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONSOLIDATED NET SURPLUS (DEFICIT)	\$1,132,978	\$4,380,199	(\$903,935)	(\$623,938)	(\$9,384)	(\$590,930)	(\$411,366)	(\$228,551)	\$33,472	(\$325,859)	(\$186,730)

2024 Line Item Budget

Fund 100 - General

Admin, IT, Court, Finance, Legal, HR, Com Dev, AC



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40000 - BUILDS Sponsorships	15,500	15,000	5,000
40100 - Taxes - 1-Cent Sales	4,162,368	4,200,322	4,242,325
40140 - Taxes - Railroad & Utility	24,574	25,000	25,000
40200 - Real Property - Current Year	1,152,786	1,036,363	1,336,111
40202 - Real Property - Prior Year	5,349	37,818	12,011
40203 - Franchise Fees	958,501	810,000	810,000
40300 - Taxes - Financial Institution	5,839	5,800	5,800
40310 - Business Surtax	60,771	60,000	70,000
40400 - Interest on Taxes	2,030	3,000	5,000
41100 - Merchant Licenses	96,895	100,000	100,000
42100 - Miscellaneous Permit Fees	22,015	20,000	20,000
42101 - Miscellaneous Commercial Permit Fees	-	-	-
42501 - New Residential Building Permit Fees	271,758	200,000	275,000
42502 - New Commercial Building Permit fees	144,598	100,000	50,000
42505 - Land Use Case Application Fee	14,191	7,500	15,000
42506 - Subdivision Platting Fees	9,317	5,000	5,000
43100 - Federal Grants	-	-	-
43900 - PILOT	3,758	1,900	100
44100 - Surcharge - Courthouse Operations	46,539	45,000	50,000
44101 - Court Credit Card Payment Fee	1,335	1,250	-
44401 - Show Me Court Fee	20	-	-
44801 - Animal Adoption Fees	9,352	10,000	10,000
44802 - Animal Impound/Charges/Fees	5,210	5,000	5,000
45502 - Vending Machine	75	150	-
46101 - Municipal Court Fine	170,912	175,000	200,000
46102 - Bond Forfeitures	7,219	7,800	10,000
46103 - Crime Victim Compensation	750	400	750
46108 - Judicial Education Fund	2,005	1,000	2,000
47000 - Interest Revenue	56,471	259,120	297,507
48100 - Refunds & Reimbursements	224,812	22,000	3,500
48103 - Credit Card Fees	1,804	4,000	2,500
48110 - Miscellaneous Revenue	689	-	-
48120 - Donations	2,182	5,000	5,000
49100 - Administrative Fees	1,999,596	2,384,147	2,004,104
49200 - Utility Billing WasteWater	174,343	189,159	-
49201 - Utility Billing Water	174,343	189,159	-
Total Revenues	9,827,907	9,925,888	9,566,707

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
51010 - Salaries, Regular	2,082,261	2,429,420	2,141,428
51011 - Salaries, Regular - Indirect	-	-	195,451
51015 - Employee Reimbursements	-	-	11,041
51016 - Employee Reimbursements - Indirect	-	-	1,027
51020 - Salaries, Temporary	25,829	24,360	33,780
51030 - Salaries, Part Time	40,429	31,750	26,944
51040 - Salaries, Overtime	9,021	19,430	3,000
52010 - Insurance, Group	171,833	182,389	174,340
52011 - Insurance, Group - Indirect	-	-	17,778
52020 - Payroll Taxes	149,322	191,628	148,345
52021 - Payroll Taxes - Indirect	-	-	13,759
52030 - LAGERS	252,124	320,589	247,986
52031 - ICMA	142,976	216,608	181,453
52032 - LAGERS - Indirect	-	-	24,040
52033 - ICMA - Indirect	-	-	17,591
52040 - Tuition Reimbursement	-	15,000	-
52050 - Unemployment Benefits	80	-	-
52060 - Insurance, Workers Compensation	16,436	109,507	16,573
52061 - Insurance, Workers Compensation - Indirect	-	-	506
52070 - Other Employee Benefits	23,160	21,630	14,150
52080 - Employee Training	47,181	62,750	68,050
52090 - Uniforms	4,033	10,750	11,100
61010 - Professional Fees	103,750	76,700	106,550
61020 - Contract Labor	108,357	142,900	31,300
61040 - Legal Fees	-	-	500
61050 - Software Sup/Licensing/Dues/Subs	7,674	37,800	-
61060 - Engineering Fees	2,598	-	50,000
61070 - Plan Reviews, Building & Eng	12,556	-	-
61071 - Plan Reviews	-	25,000	20,000
61080 - Contract Operations	33,866	40,000	35,000
62020 - Repairs & Maintenance	18,849	32,400	14,500
62021 - Repairs & Maintenance, Building	-	-	-
63010 - Insurance, Other than Employer	66,719	75,314	89,052
63020 - Communications	12,303	41,260	95,500
63040 - Printing/Graphics/Advertising	68,000	70,550	11,700
63050 - Travel/Mileage/Registrations	8,391	4,400	5,400
63060 - Dues & Subscriptions	47,339	36,250	34,724
63090 - Elections	14,928	19,000	20,000
64010 - Software Support & Licensing	187,042	240,550	403,312
64020 - Computer Network & Internet Services	92,926	139,635	111,060
64030 - IT Hardware & Upgrades	8,954	23,500	92,500
65010 - Refunds	276	500	-
65020 - Credit Card & Online Fees	6,266	7,000	7,000
65030 - Collection Fees	-	1,000	-
65040 - Claims	-	2,000	-
65050 - Miscellaneous Fees	846	-	-

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
65060 - Operating Fees & Permits	-	-	250
65072 - Fire District Payouts	228	20,000	20,000
70000 - BUILDS Sponsorship Programs	11,495	15,000	5,000
71010 - General Supplies & Materials	64,797	98,200	72,500
71020 - Postage & Freight	52,186	62,900	5,150
71030 - Fuel	5,496	10,250	7,500
71040 - Equipment	722	-	-
71050 - Miscellaneous	54,805	23,200	38,150
71051 - Cybersecurity	5,525	35,000	75,000
71060 - Equipment & Furniture	-	-	6,500
71070 - Public Education	60	-	-
72030 - Special Events	-	-	27,500
72040 - Safety Program	1,495	-	500
75010 - Utilities	35,980	43,000	32,240
99000 - Transfer - Admin Allocation	525,084	597,889	-
99100 - Transfer - Building Maintenance	65,820	109,316	137,576
99202 - Transfer Out	3,231,156	3,534,635	3,629,422
Total Expenses	7,821,173	9,200,960	8,533,730
Operating Surplus(Deficit)	2,006,733	724,928	1,032,977
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	21,848	-	35,000
81020 - Capital, Projects	7,360	60,000	-
81030 - Capital, Assets	206,445	101,100	-
81040 - IT Hardware & Upgrades	40,352	115,174	145,000
81060 - Capital Equipment & Furniture	4,897	2,000	-
Total Expenditures	280,902	278,274	180,000
Unrestricted Cash	280,902	278,274	180,000
Total Funding Sources	280,902	278,274	180,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	2,006,733	724,928	1,032,977

2024 Line Item Budget

Fund 100 - Police

Police



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40130 - Taxes - State Motor Fuel	247,097	-	-
40131 - Taxes - State Motor Sales	114,597	-	-
40160 - Taxes - Law Enforcement Tax	689,233	721,899	803,656
40161 - Taxes - 3/4-Cent Public Safety	1,533,451	1,569,873	1,585,573
43100 - Federal Grants	2,758	5,945	2,500
43500 - State Grants	4,558	9,500	7,500
44202 - Police POST Training	1,321	2,000	-
44203 - Fingerprinting Charge	114	3,200	-
46104 - DWI Re-Coupment Costs	9,085	7,000	-
46107 - Law Enforcement Training	4,103	2,000	-
47000 - Interest Revenue	-	-	12,500
48100 - Refunds & Reimbursements	15,600	-	-
49000 - Transfer In	1,247,841	1,347,639	1,411,645
Total Revenues	3,869,758	3,669,056	3,823,375
51010 - Salaries, Regular	1,441,365	1,668,410	1,874,443
51011 - Salaries, Regular - Indirect	-	-	247,214
51015 - Employee Reimbursements	-	-	12,141
51016 - Employee Reimbursements - Indirect	-	-	1,299
51040 - Salaries, Overtime	104,431	130,000	130,000
51045 - Salaries, Grant	3,355	7,500	7,500
52010 - Insurance, Group	173,791	185,026	246,088
52011 - Insurance, Group - Indirect	-	-	22,487
52020 - Payroll Taxes	114,757	138,152	142,657
52021 - Payroll Taxes - Indirect	-	-	17,403
52030 - LAGERS	220,588	260,347	261,806
52031 - ICMA	109,271	162,532	168,304
52032 - LAGERS - Indirect	-	-	30,407
52033 - ICMA - Indirect	-	-	22,249
52060 - Insurance, Workers Compensation	61,019	50,470	96,376
52061 - Insurance, Workers Compensation - Indirect	-	-	640
52070 - Other Employee Benefits	10,919	13,750	13,150
52080 - Employee Training	35,156	55,000	50,000
52090 - Uniforms	14,288	39,900	36,250
61010 - Professional Fees	8,056	7,000	7,000
62020 - Repairs & Maintenance	39,967	50,925	51,000
62021 - Repairs & Maintenance, Building	21,388	52,000	22,150
63010 - Insurance, Other than Employer	34,402	37,940	40,785
63020 - Communications	9,560	900	1,500
63040 - Printing/Graphics/Advertising	7,274	8,750	5,500
63050 - Travel/Mileage/Registrations	746	1,500	1,500
63060 - Dues & Subscriptions	834	1,500	1,100
63081 - Investigative Expense	1,418	2,000	1,000

63082 - Jail Imprisonment - 500 300

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
64010 - Software Support & Licensing	15,540	39,850	43,710
64030 - IT Hardware & Upgrades	4,921	750	3,250
65040 - Claims	7,700	5,000	3,000
71010 - General Supplies & Materials	8,787	9,400	9,000
71020 - Postage & Freight	449	800	800
71030 - Fuel	84,128	112,500	115,000
71040 - Equipment	30,294	50,000	22,000
71050 - Miscellaneous	1,204	2,000	2,000
71060 - Equipment & Furniture	-	-	1,000
71070 - Public Education	1,579	2,500	2,000
72040 - Safety Program	3,781	32,300	3,000
75010 - Utilities	39,517	40,355	46,200
99000 - Transfer - Admin Allocation	411,804	409,107	-
99100 - Transfer - Building Maintenance	33,204	48,555	60,530
Total Expenses	3,055,494	3,627,219	3,823,739
Operating Surplus(Deficit)	814,264	41,837	(364)

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	-	-	15,000
81010 - Capital, Vehicles CIST	-	-	225,000
81020 - Capital, Projects	-	59,490	56,000
81030 - Capital, Assets	-	17,000	20,000
81060 - Capital Equipment & Furniture	2,509	4,250	20,000
Total Expenditures	2,509	80,740	336,000
Unrestricted Cash	2,509	80,740	111,000
Transfer From CIST	-	-	225,000
Total Funding Sources	2,509	80,740	336,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	814,264	41,837	(364)

2024 Line Item Budget

Fund 100 - Fire

Fire



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40120 - Taxes - Cigarette Sales	30,531	26,190	26,917
40161 - Taxes - 3/4-Cent Public Safety	1,533,451	1,569,873	1,585,573
42503 - Inspection Fees	1,174	2,000	-
44102 - Impact Fees	5,944	-	-
47000 - Interest Revenue	-	-	18,000
48100 - Refunds & Reimbursements	556	-	-
48120 - Donations	150	-	-
49000 - Transfer In	1,983,315	2,186,996	2,217,780
Total Revenues	3,555,121	3,785,059	3,848,271
51010 - Salaries, Regular	1,173,446	1,412,912	1,818,270
51011 - Salaries, Regular - Indirect	-	-	247,794
51015 - Employee Reimbursements	-	-	5,341
51016 - Employee Reimbursements - Indirect	-	-	1,302
51020 - Salaries, Temporary	-	1,500	1,500
51040 - Salaries, Overtime	96,263	130,000	135,000
51050 - Salaries, Reserves	-	2,000	-
52010 - Insurance, Group	130,056	157,703	233,695
52011 - Insurance, Group - Indirect	-	-	22,539
52020 - Payroll Taxes	94,965	118,300	138,600
52021 - Payroll Taxes - Indirect	-	-	17,444
52030 - LAGERS	139,106	189,139	230,920
52031 - ICMA	89,025	138,863	163,644
52032 - LAGERS - Indirect	-	-	30,479
52033 - ICMA - Indirect	-	-	22,301
52040 - Tuition Reimbursement	45	2,000	3,000
52060 - Insurance, Workers Compensation	77,834	45,395	163,170
52061 - Insurance, Workers Compensation - Indirect	-	-	642
52070 - Other Employee Benefits	8,316	14,600	19,750
52080 - Employee Training	15,870	21,000	20,940
52090 - Uniforms	11,325	17,000	18,500
61040 - Legal Fees	-	2,250	2,500
62020 - Repairs & Maintenance	39,768	33,000	40,000
62021 - Repairs & Maintenance, Building	26,350	93,000	63,000
62022 - Repairs & Maintenance, Sirens	3,645	9,000	15,500
63010 - Insurance, Other than Employer	39,968	44,791	48,150
63020 - Communications	4,241	3,731	11,160
63040 - Printing/Graphics/Advertising	686	600	950
63050 - Travel/Mileage/Registrations	253	1,250	1,450
63060 - Dues & Subscriptions	2,293	8,000	9,685
64010 - Software Support & Licensing	12,260	21,250	37,900
64030 - IT Hardware & Upgrades	2,054	2,600	4,800
64040 - Computer & Software Training	-	3,000	-

65040 - Claims	4,127	-	2,000
Operating Budget	2022 Actuals	2023 Budget	2024 Budget
71010 - General Supplies & Materials	250	-	3,500
71015 - Supplies, Station	14,551	15,000	15,000
71020 - Postage & Freight	101	200	250
71030 - Fuel	23,318	27,500	27,500
71050 - Miscellaneous	400	5,000	4,000
71060 - Equipment & Furniture	-	-	18,100
71070 - Public Education	4,496	10,000	15,000
72040 - Safety Program	271	28,900	2,000
75010 - Utilities	28,371	41,000	42,500
91010 - Debt Payments	-	102,710	171,467
91020 - Bonds	-	72,409	-
99000 - Transfer - Admin Allocation	290,052	315,655	-
99100 - Transfer - Building Maintenance	7,344	12,324	16,067
99202 - Transfer Out	175,572	-	-
Total Expenses	2,516,622	3,103,582	3,847,312
Operating Surplus(Deficit)	1,038,499	681,477	959
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81020 - Capital, Projects	3,648	79,490	70,000
81030 - Capital, Assets FST	-	-	20,000
81060 - Capital Equipment & Furniture FST	25,423	-	52,000
Total Expenditures	29,071	79,490	142,000
Unrestricted Cash	29,071	79,490	-
Transfer From FST	-	-	142,000
Total Funding Sources	29,071	79,490	142,000
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	1,038,499	681,477	959

2024 Line Item Budget

Fund 320 - Fire Sales Tax



Fire Sales Tax

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40105 - Taxes - 1/8-Cent Fires Sales	520,408	524,994	530,244
47000 - Interest Revenue	7,406	19,463	20,000
Total Revenues	527,814	544,457	550,244
64010 - Software Support & Licensing	-	4,000	-
64030 - IT Hardware & Upgrades	-	8,800	-
91010 - Debt Payments	-	-	88,252
99202 - Transfer Out	88,256	88,255	142,000
Total Expenses	88,256	101,055	230,252
Operating Surplus(Deficit)	439,558	443,402	319,993
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81030 - Capital, Assets	291,584	348,000	-
81060 - Capital Equipment & Furniture	31,597	74,600	-
Total Expenditures	323,181	422,600	-
Restricted Cash	323,181	422,600	-
Total Funding Sources	323,181	422,600	-
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	439,558	443,402	319,993

2024 Line Item Budget

Fund 210 - Parks & Recreation



Recreation, Aquatics, Senior Center, Park Maintenance, Facility Maintenance

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40102 - Taxes - 1/4-Cent Recreation	1,040,591	1,050,080	1,060,581
40103 - Taxes - 1/4-Cent Capital Improvement	1,040,591	1,050,080	1,060,581
40106 - Taxes - 1/4-Cent Greene County	940,497	1,084,407	1,099,225
40140 - Taxes - Railroad & Utility	6,625	6,750	7,000
40200 - Real Property - Current Year	310,504	279,358	360,095
40202 - Real Property - Prior Year	1,442	9,405	3,237
40310 - Business Surtax	16,384	16,500	20,000
40400 - Interest on Taxes	464	1,000	1,000
43500 - State Grants	-	-	75,535
44805 - NSF Fees	25	-	-
45115 - Basketball Program, Youth	50,215	50,000	56,000
45116 - Basketball Program, Adult	1,385	-	-
45120 - Baseball Program	35,767	46,550	43,500
45125 - Lacrosse Program	-	-	11,000
45130 - Flag Football Program	5,522	7,900	7,500
45135 - Archery Program	5,896	6,000	3,600
45170 - Soccer Program, Youth	43,389	48,400	53,000
45175 - Softball Program, Adult	3,940	7,600	10,500
45176 - Softball Program, Youth	13,375	17,400	19,500
45180 - Swimming Program	23,574	28,000	17,500
45185 - TigerSharks Swim Team	-	8,000	10,500
45190 - Volleyball Program, Youth	10,329	10,500	16,000
45200 - Miscellaneous Programs	30,130	30,000	23,000
45210 - Cheer/Dance Program	-	-	9,500
45300 - Summer Recreation Day Camps	19,212	32,000	25,000
45350 - Tournaments & Camps	24,535	33,000	20,000
45400 - Special Events	124,457	131,500	144,000
45449 - Admissions - Indoor Athletics	52,829	50,000	97,500
45450 - Admissions - Aquatics	297,765	297,500	565,000
45451 - Admissions, Baseball	56,549	60,000	105,000
45500 - Concessions, Recreation	90,218	87,500	115,000
45501 - Concessions, Aquatics	88,295	87,500	160,000
47000 - Interest Revenue	8,097	202,034	78,079
48110 - Miscellaneous Revenue	23,363	21,000	6,000
48120 - Donations	388	500	500
48500 - Rental Income	(225)	2,100	-
48501 - Rental Income, Senior Center	7,235	5,000	7,000
48502 - Rental Income Aquatic Center	32,251	38,500	64,000
48503 - Rental Income, Cox Community Center	347,564	223,000	237,500
49300 - Recreation (Janitorial)	72,144	58,147	72,929
49301 - Parks (Janitorial)	48,096	123,329	122,744
49505 - Bond Proceeds	-	9,920,000	-
Total Revenues	4,873,417	15,130,541	5,788,607

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
51010 - Salaries, Regular	1,037,790	1,168,272	1,332,979
51011 - Salaries, Regular - Indirect	-	-	393,947
51015 - Employee Reimbursements	-	-	6,679
51016 - Employee Reimbursements - Indirect	-	-	2,071
51020 - Salaries, Temporary	340,340	366,500	729,928
51030 - Salaries, Part Time	3,053	-	-
51040 - Salaries, Overtime	26,589	15,500	19,440
51061 - Salaries, Basketball Youth	36,676	41,000	32,300
51062 - Salaries, Baseball & Softball	31,799	28,000	23,895
51063 - Salaries, Summer Recreation Camp	12,086	14,000	11,820
51064 - Salaries, Youth Volleyball	5,118	8,500	8,315
51066 - Salaries, Soccer & Flag Football	19,330	24,800	22,768
51067 - Salaries, Concession	21,662	25,000	31,200
51069 - Salaries, Tournaments & Camps	1,009	-	-
51070 - Salaries, Adult Sports	498	2,920	3,043
51071 - Salaries, Programs & Events	99,848	137,250	33,599
51072 - Salaries, Kickball	420	-	-
51075 - Salaries, Archery Program	4,001	6,500	2,968
51076 - Salaries, Adult Volleyball	832	-	-
51077 - Salaries, Gate	-	-	13,200
52010 - Insurance, Group	121,975	136,612	176,204
52011 - Insurance, Group - Indirect	-	-	35,834
52020 - Payroll Taxes	121,563	140,461	162,648
52021 - Payroll Taxes - Indirect	-	-	27,733
52030 - LAGERS	115,042	154,420	163,956
52031 - ICMA	63,444	106,089	119,968
52032 - LAGERS - Indirect	-	-	48,456
52033 - ICMA - Indirect	-	-	35,455
52040 - Tuition Reimbursement	8,316	-	-
52050 - Unemployment Benefits	18	-	-
52060 - Insurance, Workers Compensation	52,354	68,618	71,109
52061 - Insurance, Workers Compensation - Indirect	-	-	1,020
52070 - Other Employee Benefits	19,201	16,000	19,000
52080 - Employee Training	21,575	12,950	25,500
52090 - Uniforms	20,128	20,500	29,500
61080 - Contract Operations	584,063	-	-
62020 - Repairs & Maintenance	29,232	100,500	69,500
62021 - Repairs & Maintenance, Building	64,198	62,480	55,000
62031 - Repairs & Maintenance, Pool	54,248	-	-
63010 - Insurance, Other than Employer	54,855	66,653	71,652
63020 - Communications	8,986	7,200	3,800
63040 - Printing/Graphics/Advertising	18,474	9,050	17,500
63050 - Travel/Mileage/Registrations	137	-	1,400
63060 - Dues & Subscriptions	20,827	17,000	21,000
64010 - Software Support & Licensing	20,253	18,500	29,500
65010 - Refunds	425	4,000	700

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
65020 - Credit Card & Online Fees	16,946	15,000	20,000
65040 - Claims	1,844	-	-
71005 - Supplies, Rentals & Party Packages	-	1,000	3,000
71008 - Supplies, Aquatic Programs	-	5,000	10,000
71009 - Supplies, TigerSharks Swim Team	-	2,500	4,500
71010 - General Supplies & Materials	123,423	42,900	73,900
71018 - Supplies, Grounds	66,758	87,500	72,000
71019 - Supplies, Concessions	-	67,000	95,000
71020 - Postage & Freight	724	-	100
71030 - Fuel	29,324	27,000	28,500
71040 - Equipment	22,718	12,800	12,500
71050 - Miscellaneous	10,136	-	1,000
71070 - Public Education	360	-	-
71090 - Chemicals	21,735	17,000	47,500
72010 - Soccer Program	12,810	14,000	10,200
72011 - Softball Program, Youth	2,116	2,500	1,500
72012 - Volleyball Program, Youth	2,818	2,500	1,800
72013 - Flag Football Program	2,505	1,500	1,400
72014 - Baseball Program	5,183	3,500	3,800
72015 - Miscellaneous Programs	21,073	13,500	12,500
72016 - Basketball Program, Youth	4,899	6,000	4,000
72018 - Adult Sports Programs	2,096	1,050	1,000
72019 - Volleyball Program, Adult	836	-	-
72020 - Summer Recreation Day Camps	5,754	6,750	9,500
72021 - Tournaments & Camps	15,754	15,000	9,500
72023 - Archery Program	793	2,000	1,500
72024 - Cheer/Dance	-	-	4,500
72025 - Lacrosse	-	-	6,500
72030 - Special Events	194,291	132,500	142,000
72040 - Safety Program	1,760	5,300	5,250
75010 - Utilities	174,559	148,700	214,500
91010 - Debt Payments	-	-	815,884
91012 - Lease Payments	4,800	505,300	5,300
91020 - Bonds	-	265,098	-
91030 - Debt Payments	-	104,356	-
99000 - Transfer - Admin Allocation	333,264	397,364	-
99900 - Transfer - Debt Fund	643,317	-	-
Total Expenses	4,762,959	4,683,893	5,473,221
Operating Surplus(Deficit)	110,458	10,446,648	315,386

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	42,520	66,000	-
81020 - Capital, Projects	194,837	-	119,000
81020 - Capital, Projects CIST	-	-	50,000
81020 - Capital, Projects Bond	-	6,386,001	6,325,399
81033 - Special Projects	750	-	-
81060 - Capital Equipment & Furniture	38,555	496,400	872,500
81062 - Capital, Fleet Vehicles	62,651	-	-
81077 - Playgrounds	6,684	-	-
Total Expenditures	345,998	6,948,401	7,366,899
Unrestricted Cash	345,998	562,400	991,500
Bond Proceeds	-	6,386,001	6,325,399
Transfer From CIST	-	-	50,000
Total Funding Sources	345,998	6,948,401	7,366,899
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	110,458	10,446,648	315,386

2024 Line Item Budget

Fund 220 - Streets

Streets



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40101 - Taxes - 1/2-Cent Transportation Sales	2,081,184	2,100,258	2,121,260
40130 - Taxes - State Motor Fuel	247,097	637,747	649,553
40131 - Taxes - State Motor Sales	114,597	286,667	290,998
40140 - Taxes - Railroad & Utility	3,781	4,000	4,000
40200 - Real Property - Current Year	177,359	159,592	205,724
40202 - Real Property - Prior Year	823	5,371	1,849
40310 - Business Surtax	9,349	10,064	11,000
40400 - Interest on Taxes	265	1,046	1,000
42503 - Inspection Fees	9,797	-	-
42508 - Right-of-Way Permits	36,000	13,000	5,000
43501 - Greene County Road & Bridge	151,098	170,116	175,000
44301 - Street Cuts	2,000	10,000	10,000
44302 - Street Signs	17,619	5,000	-
44303 - Construction Inspection Fees	-	15,000	7,500
47000 - Interest Revenue	28,272	113,230	50,000
48100 - Refunds & Reimbursements	9,224	320,000	-
48110 - Miscellaneous Revenue	4,574	-	-
Total Revenues	2,893,038	3,851,091	3,532,885
51010 - Salaries, Regular	710,735	769,577	925,831
51011 - Salaries, Regular - Indirect	-	-	119,475
51015 - Employee Reimbursements	-	-	7,680
51016 - Employee Reimbursements - Indirect	-	-	628
51040 - Salaries, Overtime	33,365	57,250	25,000
52010 - Insurance, Group	76,995	89,576	117,436
52011 - Insurance, Group - Indirect	-	-	10,867
52020 - Payroll Taxes	53,693	64,404	70,312
52021 - Payroll Taxes - Indirect	-	-	8,411
52030 - LAGERS	90,557	108,315	113,877
52031 - ICMA	52,783	74,414	83,325
52032 - LAGERS - Indirect	-	-	14,695
52033 - ICMA - Indirect	-	-	10,753
52050 - Unemployment Benefits	-	3,185	-
52060 - Insurance, Workers Compensation	27,437	15,639	55,648
52061 - Insurance, Workers Compensation - Indirect	-	-	309
52070 - Other Employee Benefits	3,627	3,700	-
52080 - Employee Training	4,045	6,000	10,000
52090 - Uniforms	10,394	6,200	6,200
61060 - Engineering Fees	-	-	50,000
61080 - Contract Operations	12,323	10,000	10,000
62020 - Repairs & Maintenance	79,015	100,000	100,000
62021 - Repairs & Maintenance, Building	78,556	40,000	20,000
63010 - Insurance, Other than Employer	18,054	28,875	31,041
63020 - Communications	1,812	2,314	2,000

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
63040 - Printing/Graphics/Advertising	495	850	1,000
63050 - Travel/Mileage/Registrations	124	500	1,000
63060 - Dues & Subscriptions	879	11,657	10,000
64010 - Software Support & Licensing	4,823	-	-
64020 - Computer Network & Internet Services	5,853	-	1,000
65040 - Claims	-	-	1,500
65060 - Operating Fees & Permits	105	500	500
71010 - General Supplies & Materials	19,284	23,000	20,000
71020 - Postage & Freight	23	350	500
71030 - Fuel	84,813	75,000	50,000
71050 - Miscellaneous	185	1,000	1,000
71060 - Equipment & Furniture	-	-	5,000
72040 - Safety Program	2,148	-	-
72060 - Mosquito Control Program	-	1,500	500
75010 - Utilities	238,104	260,000	250,000
81075 - Street Light & Poles	7,262	23,500	20,000
81076 - Street Resurfacing	482,072	-	500,000
91010 - Debt Payments	17,464	17,466	643,119
91020 - Bonds	48,121	114,988	-
91030 - Debt Payments	-	446,390	-
99000 - Transfer - Admin Allocation	120,024	206,039	-
99100 - Transfer - Building Maintenance	3,504	3,161	5,000
Total Expenses	2,288,674	2,565,350	3,303,608
Operating Surplus(Deficit)	604,365	1,285,742	229,277
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	129,907	182,000	100,000
81020 - Capital, Projects	3,833,728	1,220,000	950,000
81030 - Capital, Assets	2,010,287	855,000	-
81033 - Special Projects	52,593	1,350,400	3,300,000
81060 - Capital Equipment & Furniture	-	5,000	-
81072 - Easement Acquisitions	-	130,000	-
Total Expenditures	6,026,515	3,742,400	4,350,000
Unrestricted Cash	-	2,667,440	700,000
MM HWY Receipts	4,283,142	985,000	1,300,000
Reimbursements - OTO	-	-	2,000,000
Reimbursements	-	-	350,000
Bond Proceeds	1,743,373	89,960	-
Total Funding Sources	6,026,515	3,742,400	4,350,000
Operating Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	604,365	1,285,742	229,277

2024 Line Item Budget

Fund 510 - Water

Water



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
42508 - Right-of-Way Permits	1,175	13,000	5,000
42509 - Primacy Fee	1,005	-	-
44102 - Impact Fees	98,525	125,000	125,000
44303 - Construction Inspection Fees	21,027	24,000	20,000
44500 - Water Meter Installation	118,400	111,000	120,000
44501 - Sales - Residential	1,430,558	1,486,279	1,458,000
44502 - Sales - Commercial	512,875	515,192	675,937
44503 - Water Hauling	8	-	-
44504 - Hydrant Meters	69,640	25,000	35,000
44509 - Fire Hydrant Testing	1,610	2,000	2,000
44803 - Account Set-Up Fees	10,830	10,000	10,000
44804 - Late Fees	59,195	58,000	58,000
44805 - NSF Fees	560	-	-
47000 - Interest Revenue	40,760	49,891	40,000
48100 - Refunds & Reimbursements	309,318	100,000	80,000
48400 - Lease Income	90,410	75,000	50,000
Total Revenues	2,765,894	2,594,362	2,678,937
51010 - Salaries, Regular	520,220	600,238	898,979
51011 - Salaries, Regular - Indirect	-	-	111,065
51015 - Employee Reimbursements	-	-	7,740
51016 - Employee Reimbursements - Indirect	-	-	584
51040 - Salaries, Overtime	27,352	37,850	20,000
52010 - Insurance, Group	63,788	68,006	117,435
52011 - Insurance, Group - Indirect	-	-	10,103
52020 - Payroll Taxes	43,239	48,814	68,401
52021 - Payroll Taxes - Indirect	-	-	7,819
52030 - LAGERS	250,850	83,590	110,574
52031 - ICMA	39,167	57,428	80,908
52032 - LAGERS - Indirect	-	-	13,661
52033 - ICMA - Indirect	-	-	9,996
52060 - Insurance, Workers Compensation	15,397	32,521	39,374
52061 - Insurance, Workers Compensation - Indirect	-	-	288
52070 - Other Employee Benefits	3,992	3,700	3,500
52080 - Employee Training	8,490	6,000	5,000
52090 - Uniforms	9,177	6,200	6,200
61060 - Engineering Fees	-	-	5,000
61080 - Contract Operations	15,683	5,400	5,000
62020 - Repairs & Maintenance	39,455	60,000	60,000
62025 - Repairs & Maintenance, System	178,789	250,000	250,000
63010 - Insurance, Other than Employer	24,788	36,275	38,996
63020 - Communications	5,818	-	-
63040 - Printing/Graphics/Advertising	538	1,000	500

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
63050 - Travel/Mileage/Registrations	350	750	500
63060 - Dues & Subscriptions	16,559	23,712	25,000
64010 - Software Support & Licensing	13,208	-	-
64020 - Computer Network & Internet Services	5,853	-	1,000
64030 - IT Hardware & Upgrades	393	-	1,000
65020 - Credit Card & Online Fees	42,530	45,000	45,000
65040 - Claims	-	500	500
65060 - Operating Fees & Permits	105	-	500
71010 - General Supplies & Materials	13,369	16,000	15,000
71020 - Postage & Freight	400	750	2,000
71030 - Fuel	52,260	51,000	45,000
71050 - Miscellaneous	285	800	600
71060 - Equipment & Furniture	-	-	4,000
71090 - Chemicals	8,469	13,000	10,000
72040 - Safety Program	825	-	-
75010 - Utilities	242,733	265,000	250,000
81070 - Meters	59,122	117,000	100,000
91010 - Debt Payments	1,395	275,272	396,539
91020 - Bonds	(22,006)	118,283	-
99000 - Transfer - Admin Allocation	118,116	150,478	-
99100 - Transfer - Building Maintenance	5,184	3,161	2,000
99200 - Transfer - Utility Billing	174,343	189,159	-
Total Expenses	1,980,237	2,566,886	2,769,761
Operating Surplus(Deficit)	785,657	27,476	(90,824)

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	(144,152)	106,000	-
81020 - Capital, Projects	-	120,000	-
81021 - Capital Projects,	-	594,000	-
81030 - Capital, Assets	286,467	780,000	-
81060 - Capital Equipment & Furniture	9,740	5,000	-
Total Expenditures	152,055	1,605,000	-
Unrestricted Cash	9,740	416,611	90,824
Bond Proceeds	142,315	1,188,389	-
Total Funding Sources	152,055	1,605,000	90,824
Capital Surplus(Deficit)	-	-	90,824
Fund Surplus(Deficit)	785,657	27,476	(0)

2024 Line Item Budget

Fund 520 - Wastewater



Wastewater

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
42508 - Right-of-Way Permits	-	13,000	3,000
44102 - Impact Fees	252,650	316,000	250,000
44303 - Construction Inspection Fees	20,927	20,000	20,000
44502 - Sales - Commercial	1,144,214	1,526,719	1,449,547
44505 - Sales - Residential	3,130,708	4,338,068	4,037,803
44804 - Late Fees	30,295	26,250	26,250
47000 - Interest Revenue	395,865	1,001,969	786,993
48100 - Refunds & Reimbursements	1,356,117	1,000	1,000
48130 - Collections	10,912	-	-
Total Revenues	6,341,688	7,243,006	6,574,593
51010 - Salaries, Regular	804,752	913,579	1,040,081
51011 - Salaries, Regular - Indirect	-	-	134,989
51015 - Employee Reimbursements	-	-	8,100
51016 - Employee Reimbursements - Indirect	-	-	709
51040 - Salaries, Overtime	37,787	57,850	30,000
52010 - Insurance, Group	86,778	96,766	124,524
52011 - Insurance, Group - Indirect	-	-	12,279
52020 - Payroll Taxes	59,253	74,315	79,062
52021 - Payroll Taxes - Indirect	-	-	9,503
52030 - LAGERS	342,189	127,257	127,930
52031 - ICMA	54,206	87,428	93,607
52032 - LAGERS - Indirect	-	-	16,604
52033 - ICMA - Indirect	-	-	12,149
52060 - Insurance, Workers Compensation	11,039	7,082	38,513
52061 - Insurance, Workers Compensation - Indirect	-	-	350
52070 - Other Employee Benefits	4,649	3,700	3,500
52080 - Employee Training	6,113	8,000	5,000
52090 - Uniforms	9,507	6,200	6,200
61010 - Professional Fees	-	-	2,500
61060 - Engineering Fees	231,408	2,000,400	-
61080 - Contract Operations	506,728	15,000	5,000
62020 - Repairs & Maintenance	121,496	381,250	150,000
62025 - Repairs & Maintenance, System	112,699	163,750	100,000
63010 - Insurance, Other than Employer	49,380	60,915	65,483
63020 - Communications	6,968	-	2,500
63040 - Printing/Graphics/Advertising	495	750	750
63050 - Travel/Mileage/Registrations	319	600	600
63060 - Dues & Subscriptions	1,170	14,400	10,000
63083 - Lab Testing	20,617	23,000	20,000
63084 - Sludge Disposal	35,904	25,000	30,000
64010 - Software Support & Licensing	8,842	10,000	10,000
64020 - Computer Network & Internet Services	5,853	1,000	1,000

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
64030 - IT Hardware & Upgrades	5,870	10,000	10,000
65010 - Refunds	10,912	-	-
65020 - Credit Card & Online Fees	78,349	75,000	75,000
65040 - Claims	-	500	500
65060 - Operating Fees & Permits	419	-	1,000
65070 - Primacy Fee	-	-	3,000
71010 - General Supplies & Materials	40,879	24,000	25,000
71017 - Supplies, Lab	11,631	15,000	15,000
71020 - Postage & Freight	1,430	1,100	3,000
71030 - Fuel	26,327	28,000	20,000
71050 - Miscellaneous	320	550	-
71090 - Chemicals	5,254	14,000	10,000
72040 - Safety Program	8,030	-	1,000
72050 - I&I Reduction Program	16,690	194,000	200,000
75010 - Utilities	404,867	500,000	400,000
81070 - Meters	72,486	117,000	100,000
81073 - WWTP	126,686	-	-
91010 - Debt Payments	129,115	2,941,480	2,945,038
91020 - Bonds	1,277,886	-	-
99000 - Transfer - Admin Allocation	201,252	307,364	-
99100 - Transfer - Building Maintenance	5,184	10,836	5,000
99200 - Transfer - Utility Billing	174,343	181,484	-
Total Expenses	5,116,084	8,498,556	5,954,471
Operating Surplus(Deficit)	1,225,604	(1,255,550)	620,122
Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	6,504	165,000	250,000
81029 - Hankins/Brookline LS	-	1,077,000	-
81030 - Capital, Assets	691,801	780,000	-
81031 - Capital, WWTP Upgrades (2022 Bond)	-	19,750,000	51,923,850
81060 - Capital Equipment & Furniture	635	22,000	10,000
Total Expenditures	698,940	21,794,000	52,183,850
Unrestricted Cash	698,940	967,000	260,000
Bond Proceeds	-	20,827,000	23,742,550
Reimbursements DNR	-	-	28,181,300
Total Funding Sources	698,940	21,794,000	52,183,850
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	1,225,604	(1,255,550)	620,122

2024 Line Item Budget

Fund 330 - Stormwater

Stormwater



Item 10.

Operating Budget	2022 Actuals	2023 Budget	2024 Budget
47000 - Interest Revenue	5,749	12,672	18,500
Total Revenues	5,749	12,672	18,500
Operating Surplus(Deficit)	5,749	12,672	18,500
Fund Surplus(Deficit)	5,749	12,672	18,500

2024 Line Item Budget

Fund 310 - CIST

CIST



Operating Budget	2022 Actuals	2023 Budget	2024 Budget
40107 - Taxes - 1/4-Cent CIST	1,040,593	1,050,080	1,060,581
43100 - Federal Grants	3,038,533	132,517	-
43503 - Greene County Municipal Projects	14,285	14,285	-
47000 - Interest Revenue	7,985	4,000	15,000
Total Revenues	4,101,396	1,200,882	1,075,581
61060 - Engineering Fees	7,750	80,000	-
99202 - Transfer Out	-	-	275,000
99300 - Transfer Out - Streets	-	-	400,000
Total Expenses	7,750	80,000	675,000
Operating Surplus(Deficit)	4,093,646	1,120,882	400,581

Capital Budget	2022 Actuals	2023 Budget	2024 Budget
81010 - Capital, Vehicles	50,121	-	-
81022 - Special Projects, Shuyler Creek Trail	16,029	170,000	-
81023 - Special Projects, East Hines St	128,618	710,000	-
81024 - Special Projects, Sawyer Park	562,056	500,000	-
81025 - Special Projects, Signs	4,419	-	-
81027 - Special Projects, Main Street Revitalization	7,469	-	-
81028 - Capital, Project Stormwater	-	535,000	-
81029 - Hankins/Brookline LS	14,563	-	-
81051 - Special Projects, IT Upgrades (PARA)	145,986	-	-
81052 - Special Projects, JR Martin Blvd (PARA)	119,039	-	-
81053 - Special Projects, Sawyer Park (PARA)	297,844	-	-
81054 - Special Projects, ADA/PPE Upgrades (PARA)	55,468	-	-
81055 - Special Projects, Brookline S. Liftstation (PARA)	327,231	-	-
81056 - Special Projects, Cares Act Police	206,021	-	-
81057 - Special Projects, Cares Act Fire	-	-	-
81058 - Special Projects, Other ARPA	83,164	-	-
81060 - Capital Equipment & Furniture	2,205	-	-
81062 - Capital, Fleet Vehicles	298,829	240,000	-
Total Expenditures	2,319,063	2,155,000	-
CIST Cash	2,319,063	2,155,000	-
Total Funding Sources	2,319,063	2,155,000	-
Capital Surplus(Deficit)	-	-	-
Fund Surplus(Deficit)	4,093,646	1,120,882	400,581

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-57 An Ordinance of the City Council Amending Title VIII, Fees, Chapter 805, Sections 805.010 ("Credit Card Processing Fee"), 805.030 ("Alcoholic Beverages"), 805.040 ("Animals"), 805.050 ("Buildings And Zoning"), 805.060 ("Business"), 805.070 ("Fire Protection And Prevention"), 805.080 ("Parks And Recreation Fees"), 805.090 ("Special Event Fees"), and 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri.

Submitted By: Jared Keeling, Assistant City Administrator/Parks and Recreation Director
Andrew Nelson, Assistant City Administrator-Community Development

Date: November 14, 2023

Issue Statement

To amend the city-wide fees as part of the annual budget review process.

Discussion and/or Analysis

BUILDS Department changes:

Electronic Payment Financing Surcharge: Changed to 3% across for Alcohol Licensing, Animal Control, Building and Zoning, Business Licensing, and Special Events

Animal Control:

- Added Impound Claiming Fee for First Time Offenders: \$25
- Added Owner Surrender Fee (Single Animal): \$30
- Added Owner Surrender Fee (litters under 3 months): \$50

Building Fees:

- Development Plan: Increased Fees from \$1000 to \$1250
- Added Engineering Review/Inspection: Directed Reimbursement
- Street Sign Only (Total): Revised to Direct Reimbursement to the City from \$419.50
- Street/Stop Sign (Combo): Revised to Direct Reimbursement to the City from \$482.50
- Single 30" HIP Stop Sign (Total): Revised to Direct Reimbursement to the City from \$324.50
- Single 18"x24" 30 MPH Sign (Total): Revised to Direct Reimbursement to the City from \$296.50
- Utility Pole Install: Revised to Direct Reimbursement to the City from \$320

Misc. Permits:

- Swimming Pool Permit: Increased Fees from \$100 to \$150
- Fence Permit: Increased Fees from \$20 to \$25



- Added Occupancy with Change of Use Inspections: \$100
- Ground Level Porch/Deck: Increased Fees from \$20 to \$25
- Added Solar MEP Permit: \$100

Excavation Permits:

- ROW for Non-Adjacent Property Owner: Increased Fees from \$100 to \$110
- ROW, Cost Per Boring: Increased Fee from \$100 to \$150

Utility Billing:

- Updated the sewer rates based upon the annual increases projected in Ordinance 21-20 that was approved on April 20, 2021, with the public hearing held on April 6, 2021.
- Added water rate updates for 2023-2027.

Parks and Recreation Department changes:

Athletics:

- Clarified fees to reflect per team as opposed to per player.

Aquatics:

- Updated fees to include expansion areas, increased operating costs from the expansion, and significant increase in staffing needs.
- Updated party rates and various changes made to the party packages.

General:

- Various changes to community programming options and pricing based on this year's participation.
- Rental updates and minor special events edits.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE VIII, CHAPTER 805, SECTIONS 805.010 ("CREDIT CARD PROCESSING FEE"), 805.030 ("ALCOHOLIC BEVERAGES"), 805.040 ("ANIMALS"), 805.050 ("BUILDINGS AND ZONING"), 805.060 ("BUSINESS"), 805.070 ("FIRE PROTECTION AND PREVENTION"), 805.080 ("PARKS AND RECREATION FEES"), 805.090 ("SPECIAL EVENT FEES") 805.100 ("UTILITY ADMINISTRATION") OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

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

WHEREAS, the City collects fees for various services and programs it provides within the City ("Fees") in order to help defray the costs of offering such services and programs; and

WHEREAS, the Fees are codified at Chapter 805 of the Republic Municipal Code; and

WHEREAS, the City has determined it necessary to make certain adjustments to the Fees as a result of rising costs of both materials and labor utilized in providing the above-referenced services and programs; and

WHEREAS, the Fees, as adjusted, will become effective on January 1, 2024, and Chapter 805 must be amended accordingly; and

WHEREAS, City Council finds that amendment of Chapter 805 of the Municipal Code is necessary and appropriate to accurately reflect the Fees, as adjusted, and that such amendment is in the best interests of the City and its citizens as it will enable the City to continue providing the services and programs to the citizens without interruption while simultaneously ensuring the most efficient and transparent means of communicating the adjusted Fees to the citizens.

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

Section 1: Title VIII ("Fees"), Chapter 805 ("Fee Schedule"), Section 805.030 "Alcoholic Beverages", Section 805.040 "Animals", Section 805.050 ("Buildings and Zoning"), Section 805.060 ("Business"), Section 805.070 ("Fire Protection and Prevention"), Section 805.080 ("Parks and Recreation Fees"), Section 805.090 ("Special Event Fees"), and Section 805.100 ("Utility Administration") of the Municipal Code of the City of Republic, Missouri, is hereby **amended** to read as follows:

Chapter 805 Fee Schedule

805.010 Credit Card Processing Fee

A surcharge or convenience fee of ~~1.73~~3% if hereby imposed on any credit or debit card payment received by the City, for any fees under Sections 805.030, 805.040, 805.050, 805.060, 805.070 and, 805.090 when the City also accepts alternative methods of payment at no costs. This surcharge or convenience fee is to offset the costs associated with the acceptance of credit cards and when such surcharge or convenience fee is charged, the fee shall be posted at the point of sale.

BILL NO. 23-57

ORDINANCE NO. 23-

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)
Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)

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Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before June 1	605.010(D)
Late Fee	\$25.00	If paid after June 1	605.010(D)
Liquor Catering Permit	\$20	Per Day	600.040.3(c)
Temporary License	Cost of Associated License x 90/365		600.040.4

805.040 Animals

Animal Control			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
<u>Impoundment Claiming Fee (1st time offender)</u>	<u>\$25.00</u>		<u>Section 210.190(A)</u>
Impoundment Claiming Fee	\$50.00		Section 210.190(A)
Boarding Fee	\$10.00	Per day	Section 210.190(A)
Barn Cat Adoption	\$25		

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Adoption Fee	\$75.00		Section 210.190(A)
Micro-chip Identification Fee	\$15.00		Section 210.190(A)
Adoption Fee Discounted (Cats)	\$30.00		
Adoption Fee Discounted (Dogs)	\$40.00		
<u>Owner Surrender Fee (single animal)</u>	<u>\$30.00</u>	<u>Cat/Dog</u>	<u>Section 210.210</u>
<u>Owner Surrender Fee (litters under 3 months of age)</u>	<u>\$50.00</u>	<u>Litter</u>	<u>Section 210.210</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.73.0%	Per credit card/debit card transaction. <u>Surcharge assessed for entire transaction.</u>	
Development Plan Review	\$1250 1000	Cost of review <u>Due at time of application</u>	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid <u>Due at time of receipt of application</u>	Section 405.230(A)(2)
Architectural Review: Third Party Architectural Review Internal Architectural Plan Review (may be offered subject to availability)	Direct Reimbursement of Consultant \$50 per Hour	Cost of T third- P party R review Cost of Review <u>Due prior to Final Inspection</u>	

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<u>Engineering Review/Inspection:</u> <u>Third Party Engineer Review and/or inspection</u>	<u>Direct Reimbursement of Consultant</u>	<u>Cost of third-party review and/or inspection(s)</u>	
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each DNR Water Sampler Installation \$760		Section 410.210(F)
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)
EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230

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Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Street Sign Only (Total)	\$419.50 <u>Direct Reimbursement of the City</u>	<u>Cost of material</u>	Section 410.210(F)
Street/Stop Sign (Combo)	\$482.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 30" HIP Stop Sign (Total)	\$324.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 18" x 24" 30 MPH Sign (Total)	\$296.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Utility Pole Install	\$320.00 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)

Annexation

Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review <u>Due at time of application</u>	Section 435.010(A)

Miscellaneous Fees

Fee Name	Fee Amount	Fee Units	Code Section
Zoning Verification	\$25	<u>Due at time of request</u>	

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Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Local Multiplier	0.0035		Section 500.050(E)(1)
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
New Commercial Shell Building	Fee=Gross Floor Area x Sq. Ft. Building Valuation Data x Local Multiplier x Area Modifier x .75	Requiring multiple inspections	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier X .75	Requiring multiple inspections	Section 500.050(E)(7)(a)
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)

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Inspection Modification Fee	\$50.00	Fee is per additional inspections required. Applied to total permit cost in circumstances where a standard permit fee does not cover the full cost of the inspections needed.	
Accessory Structure	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$150.00 100.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Demolition Permit	\$50.00	<u>Due at time of application</u>	Section 500.050(E)(9)
Occupancy Change Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Occupancy with Change of Use Inspection(s)</u>	<u>\$100.00</u>	<u>Due at time of application</u>	<u>Section 500.050(E)(9)</u>
Ground Level Porch/Deck Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Temporary Structures Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Solar M/E/P Permit</u>	<u>\$100.00</u>	<u>Due at time of permitting</u>	<u>Section 500.050(E)(9)</u>

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Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
Plan Review Fees			
Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		
Residential Plan Review	\$100		
Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section

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Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$100 110	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Cost Per Pit	
Right Of Way (ROW)	\$100 150	Cost Per Boring	Section 510.100
Street Cut Repair Base Fee	\$1000	Cost Per Repair	Section 510.100
Street Cut Repair (greater than 20 SF)	\$1000 + \$25 (Total SF of Cut - 20)	Cost Per Repair	Section 510.100
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	<u>Due at time of application</u>	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee <u>Due at time of application</u>	Section 515.050(I)(5)(a)
Administrative and Zoning Fee	\$500.00	Per Wireless Antenna <u>Due at time of application</u>	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna <u>Due at time of application</u>	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole	Section 525.070(C)(2)

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		<u>Due at time of application</u>	
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)

805.060 Business

Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Business License Late Fee	\$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	\$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	\$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	\$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee - Banks and Manufacturing	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - All Other Business	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - Home Based Business	\$25.00	<u>Due at time of application</u>	Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	\$100.00	\$1.00 Each Additional Unit <u>Due at time of application</u>	Section 605.015
Hotels and motels, first (1st) unit	\$100.00	\$1.00 Each Additional Unit	Section 605.015

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		<u>Due at time of application</u>	
Prorating of License Fees	Prorated fee of \$25.00	If paid after September 30	Section 605.020
License Alteration Request	\$20	<u>Due at time of request</u>	

Itinerant Merchant Licenses

Fee Name	Fee Amount	Fee Units	Code Section
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	\$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one-half (1 ½) ton	\$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over one and one-half (1 ½) ton	\$100.00	Per year or fraction	Section 605.110(A)(3)

Solicitors and Canvassers Licenses

Fee Name	Fee Amount	Fee Units	Code Section
Identification Card/Annual Application Fee	\$100.00	<u>Due at time of application</u>	Section 610.040(A)(4)
Solicitor Quarterly Permit	\$50.00	For 90 days <u>Due at time of application</u>	Section 610.040(A)(4)
Background for Solicitors	Actual Cost		Section 610.080

Massage Business Licenses

Fee Name	Fee Amount	Fee Units	Code Section
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Massage Business License	\$50.00	Annual <u>Due at time of application</u>	Section 615.030(A)
Prorated Massage Business License	\$25.00	New business commencing business in the last quarter of the year	Section 615.030(A)

Pawnshop & Pawnbroker Licenses

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

805.070 Fire Protection And Prevention Edit

Fireworks Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Fire Department Inspection Fee	\$25 minimum with (\$.08) per square foot	Structures and tents over five hundred (500) square feet	Section 205.071
Licensed Firework Display Site Review	\$100.00		

Schedule of License Fees

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Permit Name	Fee Amount	Fee Description	Code Section
Alarm Permit	\$30.00	Administrative Fee	207.070(B)
Amended Alarm Permit	\$15.00	Administrative Fee	Section 207/070(C)
Schedule of Commercial Permit Fees			
Fire Alarm Acceptance (150,000 SF or less)	\$50.00		
Fire Alarm Acceptance (greater than 150,000 SF)	\$100.00		
Sprinkler System Testing (30,000 SF or less)	\$100.00		
Sprinkler System Testing (30,000-500,000 SF)	\$200.00		
Sprinkler System Testing (greater than 500,000 SF)	\$300.00		
Fire Pump Acceptance	\$100.00		
Alternative Suppression (Hood "Trip Test")	\$50.00		
Blasting Fees (Magazine Inspection and Placement)	\$100.00	<u>Due at time of application</u>	
Re-Inspection Fee (After Two Inspections)	\$50.00 per hour (one hour minimum)		

805.080 Parks And Recreations Fees**ATHLETICS**

Athletics - Youth Athletic Leagues (Section 240.010)		
Fee Name	Resident	Non-Resident
Youth Boys Basketball (R)	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Pee Wee Hoops	\$200/ <u>Team</u>	\$225/ <u>Team</u>

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Winter Youth Volleyball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U4/U5)	\$35 Per Player <u>\$175/Team</u>	<u>\$200/Team</u> \$40 Per Player
Spring <u>& Fall</u> Youth Soccer (U6)	<u>\$200/Team</u> 35 Per Player	<u>\$225/Team</u> 40 Per Player
Spring <u>& Fall</u> Youth Soccer (U7/U8)	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U9/U10)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U11/U12)	\$375/ <u>Team</u>	\$400/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (Middle)	\$450/ <u>Team</u>	\$475/ <u>Team</u>
Youth Boys Baseball (6U)	<u>\$325/Team</u> 35 Per Player	<u>\$350/Team</u> 40 Per Player
Youth Boys Baseball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Youth Girls Softball (6U)	<u>\$325/Team</u> 35 Per Player	<u>\$350/Team</u> 40 Per Player
Youth Girls Softball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Co-Ed Tot-Ball	<u>\$150/Team</u> 25 Per Player	<u>\$175/Team</u> 30 Per Player
Fall Youth Baseball <u>& Softball</u>	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Fall Youth Soccer (U4/U5)	\$35 Per Player	\$40 Per Player
Fall Youth Soccer (U6)	\$35 Per Player	\$40 Per Player
Fall Youth Soccer (U7/U8)	\$275	\$300
Fall Youth Soccer (U9/U10)	\$325	\$350
Fall Youth Soccer (U11/U12)	\$375	\$400
Fall Youth Soccer (Middle)	\$450	\$475
Youth Flag Football	<u>\$225/Team</u> 32.50 Per Player	<u>\$250/Team</u> 37.50 Per Player

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Fall Youth Volleyball	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Youth Girls Basketball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Futsal (U4/U5 <u>Ages 7-13</u>)	\$25 Per Player	\$25 Per Player
Futsal (U6/U8)	\$25 Per Player	\$25 Per Player
Futsal (U10/U12)	\$25 Per Player	\$25 Per Player
<u>Youth Cheer Program</u>	<u>\$60/Child</u>	
<u>Youth Dance Program</u>	<u>\$50/Child</u>	
End of Season Basketball Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament (U11/U12)	\$175 Per Team	\$175 Per Team
End of Season Spring Soccer Tournament (Middle)	\$200 Per Team	\$200 Per Team
End of Season Fall Soccer 3v3 Tournament	<u>\$125/Team</u> 20 Per Player	\$20 Per Player
End of Season Volleyball Tournament	\$150/ <u>Per Team</u>	\$150 Per Team
End of Season Baseball/Softball Tournament	\$160/ <u>Per Team</u>	\$160 Per Team
Adult Pickleball Tournament	\$25 Per Player	\$25 Per Player
Adult Cornhole Tournament	\$10 Per Player	\$10 Per Player

Athletics - Republic Tigers Lacrosse Fees (Section 240.010)

League/Program	Resident	Non-Resident
Middle School Boys	\$200 Per Player	N/A

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High School Boys	\$200/ <u>Player</u>	
High School Girls	<u>\$275/Player</u> 225	

Athletics - Adult Athletic League Fees (Section 240.010)

League/Program	Fee	Notes
Fall Adult Softball	\$300/Team	
Adult Volleyball	<u>\$275/Team</u> 300 Per Team	
Adult Kickball	<u>\$200/Team</u> 225 Per Team	

Athletics - Miscellaneous Fees (Section 240.010)

League/Program	Fee (12-64)	Fee (65+)
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Outdoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)
Youth & Adult Admission Fee (Indoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)

COMMUNITY PROGRAMMING**Community Programming - Toddler Programs (Section 240.010)**

Program	Program Duration	2023 Program Fee
Toddler Open Gym	35 Days	\$3/Day
Toddler Dance Party	12 Days	\$3/Day

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Toddler Art Class	12 Days	\$4/Day
Toddler Music Class	12 Days	\$43 /Day
Toddler Animal Encounters	9 12 Days	\$56 /Day
<u>Toddler Tumbling</u>	<u>12 Days</u>	\$3/Day
Toddler Tumbling <u>(4-Week Session)</u>	Multiple Sessions	\$25/Child 5/Day/Child

Community Programming - Youth Programming (Section 240.010)

Program	Program Duration	2022 4 Program Fee
Okinawan Karate	18 Per Session	\$85 90/Initial Family \$7 50 /Add. Family \$50 Uniform Fee
Youth Cheer Program	\$45 Per Person	
Youth Dance Program	\$45 Per Person	
Summer Camps - Upgraded	6 4 Weeks	\$250/Child 200/Week \$10-\$40 Late Pick-Up Fee
Homeschool Gym	N/A	\$3/Class

Community Programming - Senior Citizen Programming (Section 240.010)

Program	Class Duration	Program Fee
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program

Community Programming - Miscellaneous (Section 240.010)

Program	Class Duration	Program Fee
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100 Mile Walking Club	N/A	Free Program
Community CPR/First Aid Classes	3 Days	\$60/Class
Mini Camps & Clinics	36	\$10-\$50
<u>Youth & Family Programming</u>	<u>N/A</u>	<u>\$10-\$30/Person/Program</u>
<u>Adult Programming</u>	<u>N/A</u>	<u>\$15-\$50/Person/Program</u>

SPECIAL EVENTS

Community Programming - Special Events (Section 240.010)	
Program	2023 Program Fee
Father/Daughter Dance	\$30/Couple \$15/Additional
Easter Egg Hunt	Free Event
Community Yard Sale	\$20/Booth
Amp Events (8)	\$1.00/Ticket
Have-A-Blast Celebration	Free Event
Youth Tigger Triathlon	\$25/Early \$30/Late
Adult Tiger Triathlon	Super Sprint: \$45/\$50 Sprint: \$70/\$75 Double: \$80/\$90
got Mud? Run (Youth & Family)	\$30/Early \$35/Mid \$40/Late
got Mud? Run (Adult)	\$40/Early \$45/Mid \$50/Late
BOOgie Bash	Free Event

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<u>Haunted Trail @ Brookline Park</u>	<u>\$10/Person</u>
Reindeer Run 5K	Early Registration (w/Gift): \$22 Early Registration (w/out Gift): \$30 Race Day Registration (w/ Gift): \$27 Race Day Registration (w/out Gift): \$35
Breakfast w/ Santa	\$5 6 Per Person

REPUBLIC AQUATIC CENTER

Community Programming - Admission/Season Passes (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Daily Admission Fee	\$7 10.00/Day	\$8 13.00/Day
<u>Rush Hour Admission Fee</u>	<u>\$7/Person</u>	<u>\$7/Person</u>
Huna Add-On	\$4 5/Day	\$4 5/Day
Non-Swimmer Fee	\$4 5/Day	\$4 5/Day
<u>Group Rate (20+)</u>	<u>\$7/Person</u>	<u>\$10/Person</u>
Season Passes	\$150 125/Initial \$40 30/Additional	\$180 145/Initial \$50 35/Additional

Community Programming - Programming (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Morning Splash Time	\$5/Day	
Morning Lap Time	\$5/Day	
<u>River Walk</u>	<u>\$5/Person</u>	
Glow Swim	\$6 8 Per Person	
Taco Tuesday	\$4 Per Person	

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Tye Dye Days	\$15 Per Person	
Pooch Plunge	\$15 10 Per Dog	
Group Swim (20+)	\$6/Day	
Parent/Child Starfish	\$40/Session	
Swimming Lessons	30 Minute Private Lesson- \$40 1 Hour Private Lesson- \$60 1 Hour Semi-Private Lesson- \$30 Per Child 1 Hour Family Lesson- \$60 First Child, \$25 for each additional child	
Aqua Yoga	\$10/Class	
Tiger Sharks Swim Team	\$100/Person 90	

Community Programming - Facility Rentals (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Theme Party Package (Mermaid/Shark)	\$175 (15 Swimmers) \$275 (30 Swimmers)	
Regular Party Package	\$275 150 (20 Guests 15 Swimmers) \$250 (30 Swimmers) 7 (Additional Guests)	
Facility Rental (Upper Portion) (<75)	\$800 375/ Two-Hour Rental	
Facility Rental (Lower Portion 76-150)	\$1,200 Two-Hour Rental 425/Hour	
Facility Rental (Full Facility >150)	\$2,000 Two-Hour Rental 475/Hour	
Terrace Rental (Weekday)	\$50/Day	
Terrace Rental (Weekend)	\$75/Day	
Huna Add-On	\$100/Hour	

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Huna Rental	\$150/Hour	
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FACILITY/EQUIPMENT RENTALS

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	Private Tournament
Full Court	\$30/Hour	\$45/Hour
Half Court	\$15/Hour	
Concession Stand (Private Tournaments)		\$15 50/Day
Scoreboard Equipment (Private Tournaments)		\$30/Court/Day
After Hours Staffing Fee (Private Tournament)		\$15/Hour

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	
Community Room A	\$35/Hour	
Community Room B	\$45/Hour	
Community Room A&B	\$65/Hour	
Community Room C	\$25/Hour	
All Star & Tiny Tot Party Packages	\$200	
Unicorn & Nerf Party Packages	\$280	
8-Hour Lock-In (w/AB)	\$1,600	

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8-Hour Lock-In (w/out AB)	\$1,200
10-Hour Lock-In (w/AB)	\$2,000
10-Hour Lock-In (w/out AB)	\$1,500

Rentals - Gerry Pool Senior Friendship Center Rentals (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Banquet Room	\$100/4 Hours	\$10/Add'l Hour

Rentals - Pavilion (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Pavilion	\$10/Hour	

Rentals - Baseball/Softball Field Rentals (Section 240.010)

Description	Base Rental Fee
Baseball/Softball Fields (Tournament)	\$150/Field/Day
Scoreboard (Tournaments)	\$30/Field/Day
Lights (Tournaments)	\$30/Field/Day
Concession Stand (Tournaments)	\$50/Day
On-Site Maintenance/Custodial (Tournaments)	\$17.50/Hour
Baseball/Softball Fields (Practice)	\$5/Field/Week

Rentals - Amphitheater Rentals (Section 240.010)

Rental Type	Rental Fee
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Venue Only w/ Power	\$25/Hour
Sound Equipment Add-On	\$200/Day
Outdoor Movie Add-On	\$500/Day

Rentals - Equipment Rentals (Section 240.010)	
Rental Type	Rental Fee
Tiger Bounce House	\$25/Hour
Disc Golf	Free

805.090 Special Event Fees

Special Event Permit (Section 240.010)			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Application Fee	\$50.00	<u>Due at time of application</u>	Section 212.023
Vendor Permit Fee	Currently no fee		Section 212.023
Late Fee	\$25.00	Additional	Section 212.023

805.100 Utility Administration**UTILITY BILLING & ADMINISTRATION**

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)

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Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080
Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$8.09 <u>66</u> Surcharge 1,000 gallons \$3.81 <u>4.08</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$12.13 <u>98</u> Surcharge 1,000 Gallons \$5.71 <u>6.11</u>	Section 705.150(D)

Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170
8-inch water meter connection	\$2,000.00 Deposit	Section 705.170

Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section
Temporary Metering devices under 2"	\$500 Deposit	Section 705.180

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Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180
Extended Term Metering devices 2" or larger metering devices*	\$3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		

Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X ¾ inches	\$900	Section 900 Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section 250 Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours)	\$25.00	Section 705.190(C)

Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section

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Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$25.57 <u>\$26.85</u> Surcharge 1,000 gallons \$15.19 <u>\$15.95</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$38.35 <u>\$40.27</u> Surcharge 1,000 Gallons \$22.81 <u>\$23.95</u>	Section 705.210
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250

Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or 3/4	\$250	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise

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		1 inch
1	\$1,600	Minimum fee for "R-3"
2	\$3,200	Multi-family
3	\$4,800	Multi-family
4 or Larger	\$6,500	

Sewer Impact Fees Section 705.250

Meter Size (inches)	Sewer Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$2,000	Minimum fee for "R-3"
2	\$5,000	Multi-family
3	\$13,500	Multi-family
4 or Larger	\$18,000	

Customer Responsibilities Pertaining to Water Services

Fee Description	Fee Amount	Code Section
Water Service Line Inspection	\$50	Section 710.290(D)

Sewer and Sewage Disposal

Fee Description	Fee Amount	Code Section
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)

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Sewer Rates 2023-2027					
	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate
Inside City Limits – Base Charge	\$25.57	\$26.85	\$28.19	\$29.60	\$31.08
Inside City Limits – Surcharge	\$15.19	\$15.95	\$16.75	\$17.59	\$18.46
Outside City Limits – Base Charge	\$38.35	\$40.27	\$42.28	\$44.40	\$46.62
Outside City Limits – Surcharge	\$22.81	\$23.95	\$25.14	\$26.40	\$27.72
<u>Water Rates 2023-2027</u>					
	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2025 Rate</u>	<u>2026 Rate</u>	<u>2027 Rate</u>
<u>Inside City Limits – Base Charge</u>	<u>\$8.09</u>	<u>\$8.66</u>	<u>\$9.26</u>	<u>\$9.45</u>	<u>\$9.64</u>
<u>Inside City Limits – Surcharge</u>	<u>\$3.81</u>	<u>\$4.08</u>	<u>\$4.36</u>	<u>\$4.45</u>	<u>\$4.54</u>
<u>Outside City Limits – Base Charge</u>	<u>\$12.13</u>	<u>\$12.98</u>	<u>\$13.89</u>	<u>\$14.17</u>	<u>\$14.45</u>
<u>Outside City Limits – Surcharge</u>	<u>\$5.71</u>	<u>\$6.11</u>	<u>\$6.54</u>	<u>\$6.67</u>	<u>\$6.81</u>

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

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

BILL NO. 23-57

ORDINANCE NO. 23-

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Chapter 805 Fee Schedule**805.010 Credit Card Processing Fee**

A surcharge or convenience fee of ~~1.7~~3% if hereby imposed on any credit or debit card payment received by the City, for any fees under Sections 805.030, 805.040, 805.050, 805.060, 805.070 and, 805.090 when the City also accepts alternative methods of payment at no costs. This surcharge or convenience fee is to offset the costs associated with the acceptance of credit cards and when such surcharge or convenience fee is charged, the fee shall be posted at the point of sale.

805.030 Alcoholic Beverages

Schedule of License Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		
Malt Liquor	\$22.50	Original package	600.040.1(a)
Intoxicating Liquor (all kinds)	\$150.00	Original package	600.040.1(b)
Malt Liquor and light wines	\$52.50	By drink	600.040.1(c)
Intoxicating Liquor (all kinds)	\$450.00	By drink	600.040.1(d)
Common eating and drinking places	\$450.00		600.040.1(e)
Wine and brandy manufacturer	\$300.00		600.040.1(f)
Microbrewer	\$300.00		600.040.1(g)
Liquor manufacturer not otherwise licensed under Chapter 600	\$300.00		600.040.1(h)
Schedule of License Fees - Sunday Sales Additional Fees			
Fee Name	Fee Amount	Fee Unit	Code Section
Intoxicating liquor	\$300.00	Original package	600.040.2(a)
Restaurant bars	\$300.00		600.040.2(b)

Amusement places	\$300.00		600.040.2(c)
Common eating and drinking places	\$300.00		600.040.2(d)
Liquor by the drink - charitable organizations	\$300.00		600.040.2(e)
Permits			
Permit Name/Fee Name	Fee Amount	Fee Unit	Code Section
Temporary permit	\$37.50	By the drink for certain organizations	600.040.3(a)
Tasting permits	\$37.50		600.040.3(b)
Late Fee	\$12.50	If paid before June 1	605.010(D)
Late Fee	\$25.00	If paid after June 1	605.010(D)
Liquor Catering Permit	\$20	Per Day	600.040.3(c)
Temporary License	Cost of Associated License x 90/365		600.040.4

805.040 Animals

Animal Control			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>		

<u>Impoundment Claiming Fee (1st time offender)</u>	<u>\$25.00</u>		<u>Section 210.190(A)</u>
Impoundment Claiming Fee	\$50.00		Section 210.190(A)
Boarding Fee	\$10.00	Per day	Section 210.190(A)
Barn Cat Adoption	\$25		
Adoption Fee	\$75.00		Section 210.190(A)
Micro-chip Identification Fee	\$15.00		Section 210.190(A)
Adoption Fee Discounted (Cats)	\$30.00		
Adoption Fee Discounted (Dogs)	\$40.00		
<u>Owner Surrender Fee (single animal)</u>	<u>\$30.00</u>	<u>Cat/Dog</u>	<u>Section 210.210</u>
<u>Owner Surrender Fee (litters under 3 months of age)</u>	<u>\$50.00</u>	<u>Litter</u>	<u>Section 210.210</u>

805.050 Buildings And Zoning

Building Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Electronic Payment Financing Surcharge	Up to 2.73.0 %	Per credit card/debit card transaction. <u>Surcharge assessed for entire transaction.</u>	
Development Plan Review	\$1250 1000	Cost of review <u>Due at time of application</u>	Section 405.230(A)(2)
Special Use Permit Processing Fee	\$350	Paid <u>Due</u> at time receipt of application	Section 405.230(A)(2)

<u>Architectural Review:</u> Third Party Architectural Review Internal Architectural Plan Review (may be offered subject to availability)	Direct Reimbursement of Consultant \$50 per Hour	Cost of T third- P arty R review Cost of Review <u>Due prior to Final Inspection</u>	
<u>Engineering Review/Inspection:</u> <u>Third Party Engineer Review and/or inspection</u>	<u>Direct Reimbursement of Consultant</u>	<u>Cost of third-party review and/or inspection(s)</u>	
Rezoning Processing Fee	\$500	Paid at receipt of application	
Appeals to the Board of Adjustment	\$1000		Section 405.980(A)(1)
No Contract of Sale Penalty	\$500	Each parcel of land	Section 405.980(A)(1)
Minor Subdivision Procedures	\$250		Section 410.120(A)
Major Subdivision Application for Preliminary Plat	\$500 plus \$2.00 per lot		Section 410.140
Construction Permit	Water Qty X Linear Ft \$.40 Sewer Qty X LF \$.40 Stormwater Qty X LF \$.30 Roadway/Sidewalk Qty X LF \$.25 Service Connection \$10.00 Each DNR Water Sampler Installation \$760		Section 410.210(F)
Fire Hydrant Testing	\$35.00 each		Section 410.210(F)

EMA Impact	\$30.00 per acre		Section 410.210(F)
Plan Review Fee	10% of total Infrastructure Construction Inspection Fees, Fire Hydrant Testing, and EMA Impact Fees		Section 410.210(F)
Major Subdivision Application for Final Plat Fee	\$350.00	Payable with application	Section 410.230
Sign Permit & Inspections	\$100		Section 415.130(A)(1)
Easement/Right-of-Way Vacation	\$350		
Grading Permit	\$100		
Street Sign Only (Total)	\$419.50 <u>Direct Reimbursement of the City</u>	<u>Cost of material</u>	Section 410.210(F)
Street/Stop Sign (Combo)	\$482.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 30" HIP Stop Sign (Total)	\$324.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Single 18" x 24" 30 MPH Sign (Total)	\$296.50 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Utility Pole Install	\$320.00 <u>Direct Reimbursement of the City</u>	<u>Cost of materials due upon Final Plat approval</u>	Section 410.210(F)
Annexation			
Fee Name	Fee Amount	Fee Units	Code Section
Annexation Processing Fee	\$350.00 + \$10/ Acre over 5 Acres	Cost of Review <u>Due at time of application</u>	Section 435.010(A)

Miscellaneous Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Zoning Verification	\$25	<u>Due at time of request</u>	
Building Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Local Multiplier	0.0035		Section 500.050(E)(1)
New Residential Building and Additions Permit	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Remodels	Fee = Area of Work X Sq. Ft Building Valuation Data X Local Multiplier X .75	Requiring multiple inspections	Section 500.050(E)(4)(a)
Residential Building Permit Inspection Fee	\$50.00	Remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(5)(b)
New Commercial Buildings and Additions	Fee = Gross Floor Area X Sq. Ft. Building Valuation Data X Local Multiplier X Area Modifier	Requiring multiple inspections	Section 500.050(E)(6)(a)
New Commercial Shell Building	Fee=Gross Floor Area x Sq. Ft. Building Valuation Data x Local Multiplier x Area Modifier x .75	Requiring multiple inspections	
Commercial Remodel	Fee = Area of Work X Sq. Ft. Building Valuation Data X Local	Requiring multiple inspections	Section 500.050(E)(7)(a)

	Multiplier X Area Modifier X .75		
Commercial Building Permit Inspection Fee	\$50.00	Commercial remodels, alterations, or renovations that require only a single inspection	Section 500.050(E)(7)(b)
Inspection Modification Fee	\$50.00	Fee is per additional inspections required. Applied to total permit cost in circumstances where a standard permit fee does not cover the full cost of the inspections needed.	
Accessory Structure	Fee = Gross Floor Area X Sq. Ft. X Local Multiplier		Section 500.050(E)(8)(a)
Miscellaneous Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Swimming Pool Permit	\$150.00 100.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Above Ground Pool Permit	\$25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Fence Over 7 Ft Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Demolition Permit	\$50.00	<u>Due at time of application</u>	Section 500.050(E)(9)
Occupancy Change Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Occupancy with Change of Use Inspection(s)</u>	<u>\$100.00</u>	<u>Due at time of application</u>	<u>Section 500.050(E)(9)</u>

Ground Level Porch/Deck Permit	\$20 25.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Elevated Porch/Deck Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
Temporary Structures Permit	\$50.00	<u>Due at time of permitting</u>	Section 500.050(E)(9)
<u>Solar M/E/P Permit</u>	<u>\$100.00</u>	<u>Due at time of permitting</u>	<u>Section 500.050(E)(9)</u>
Uncategorized Work Permit	\$10.00	Per \$1,000 of construction cost for uncategorized work	Section 500.050(E)(9)
Building Permits for Which Construction Did Not Commence Administrative Fee	30% of Original	Percentage of Permit (refund of permits over \$50, if under \$50 then no refund) 70% Refunded to Customer	Section 500.050.11(b)(1)
Renewal of Expired Permit	50% of Original		Section 500.050(E)(10)
Work Done without a Permit	2X Permit Fee		Section 500.050(E)(12)(a)
Reinspection Fee	\$50.00	See Section to circumstance that re-inspection penalty applies	Section 500.050.12(b)
Floodplain Development Permit	\$100		
Plan Review Fees			
Fee Name	Fee Amount	Fee Units	Code Section
New Plan Review Fees	\$50.00	New Single or Two Family Residential Building or Addition	Section 500.050(E)(13)
Remodel Plan Review Fees	\$25.00	Single or Two Family Residential Remodel	Section 500.050(E)(13)
Multi Family Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Multifamily Residential Building or Addition	Section 500.050(E)(13)
Revised Residential Plan Review	\$100		

Residential Plan Review	\$100		
Commercial Plan Review Fee	10% of Permit Fee - \$50.00 minimum	Commercial	Section 500.050(E)(13)
Emergency Notification System Impact Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Emergency Notification System Impact Fee	\$30.00	Per Acre Fee	Section 500.060(A)(1)
Excavations Permits			
Fee Name	Fee Amount	Fee Units	Code Section
Right-of-Way Permit for adjacent property owner	\$25	Base Fee for Review	Section 510.100
Right Of Way Permit for non-adjacent property owner	\$100 110	Base Fee for Review	Section 510.100
Right Of Way (ROW)	\$100	Cost Per Pit	
Right Of Way (ROW)	\$100 150	Cost Per Boring	Section 510.100
Street Cut Repair Base Fee	\$1000	Cost Per Repair	Section 510.100
Street Cut Repair (greater than 20 SF)	\$1000 + \$25 (Total SF of Cut - 20)	Cost Per Repair	Section 510.100
Right of Way Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Application for Franchise or ROW Use Agreement Deposit	\$500.00	<u>Due at time of application</u>	Section 515.040(B)
Small Wireless Facility Attached to City Owned Pole	\$200.00	Per Month Fee <u>Due at time of application</u>	Section 515.050(I)(5)(a)

Administrative and Zoning Fee	\$500.00	Per Wireless Antenna <u>Due at time of application</u>	Section 515.050(I)(5)(b)
Application Fee	\$100.00	Per Small Wireless Antenna <u>Due at time of application</u>	Section 525.070(C)(1)
Application Fee	\$500.00	Installation, Modification, or Relocation Per Pole <u>Due at time of application</u>	Section 525.070(C)(2)
Rate for Collection of Small Wireless Facility to a Pole Owned by the City	\$150.00	Per Pole Per Year	Section 525.070(D)(1)

805.060 Business

Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Business License Late Fee	\$12.50	If paid before January 31st	Section 605.010(D)
Business License Late Fee	\$25.00	If paid after January 31st	Section 605.010(D)
Temporary Business License	\$15.00	Issued for a period of 30 days	Section 605.010(L)
Temporary Seasonal Business License	\$25.00	Issued for a period not to exceed 90 days	Section 605.010(M)
License Fee - Banks and Manufacturing	\$100.00	<u>Due at time of application</u>	Section 605.015
License Fee - All Other Business	\$100.00	<u>Due at time of application</u>	Section 605.015

License Fee - Home Based Business	\$25.00	Due at time of application	Section 605.015
License Fee - Apartment Houses (including duplexes, triplex, etc.)	\$100.00	\$1.00 Each Additional Unit Due at time of application	Section 605.015
Hotels and motels, first (1st) unit	\$100.00	\$1.00 Each Additional Unit Due at time of application	Section 605.015
Prorating of License Fees	Prorated fee of \$25.00	If paid after September 30	Section 605.020
License Alteration Request	\$20	Due at time of request	
Itinerant Merchant Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Selling Out of Vehicle with capacity of one-half (1/2) ton or less License	\$40.00	Per year or fraction	Section 605.110(A)(1)
Selling Out of Vehicle with capacity of one-half (1/2) ton not exceeding one and one-half (1 ½) ton	\$60.00	Per year or fraction	Section 605.110(A)(2)
Selling Out of Vehicle with capacity of over one and one-half (1 ½) ton	\$100.00	Per year or fraction	Section 605.110(A)(3)
Solicitors and Canvassers Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Identification Card/Annual Application Fee	\$100.00	Due at time of application	Section 610.040(A)(4)
Solicitor Quarterly Permit	\$50.00	For 90 days Due at time of application	Section 610.040(A)(4)

Background for Solicitors	Actual Cost		Section 610.080
Massage Business Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Massage Business License	\$50.00	Annual Due at time of application	Section 615.030(A)
Prorated Massage Business License	\$25.00	New business commencing business in the last quarter of the year	Section 615.030(A)
Pawnshop & Pawnbroker Licenses			
Fee Name	Fee Amount	Fee Units	Code Section
Investigation Fee - New Pawn Shop	\$500.00		Section 630.020(C)(6)(a)
Second License or Additional Pawnshop License	\$250.00	If applicant is unlicensed at the time of applying for the pawnshop license	Section 630.020(C)(6)(a)
Annual Fee	\$500.00		Section 630.020(C)(6)(c)
Renewal License	\$500.00		Section 630.020(I)

805.070 Fire Protection And Prevention

Fireworks Fees			
Fee Name	Fee Amount	Fee Units	Code Section
Fire Department Inspection Fee	\$25 minimum with (\$.08) per square foot	Structures and tents over five hundred (500) square feet	Section 205.071

Licensed Firework Display Site Review	\$100.00		
Schedule of License Fees			
Permit Name	Fee Amount	Fee Description	Code Section
Alarm Permit	\$30.00	Administrative Fee	207.070(B)
Amended Alarm Permit	\$15.00	Administrative Fee	Section 207/070(C)
Schedule of Commercial Permit Fees			
Fire Alarm Acceptance (150,000 SF or less)	\$50.00		
Fire Alarm Acceptance (greater than 150,000 SF)	\$100.00		
Sprinkler System Testing (30,000 SF or less)	\$100.00		
Sprinkler System Testing (30,000-500,000 SF)	\$200.00		
Sprinkler System Testing (greater than 500,000 SF)	\$300.00		
Fire Pump Acceptance	\$100.00		
Alternative Suppression (Hood "Trip Test")	\$50.00		
Blasting Fees (Magazine Inspection and Placement)	\$100.00	<u>Due at time of application</u>	
Re-Inspection Fee (After Two Inspections)	\$50.00 per hour (one hour minimum)		

805.080 Parks And Recreations Fees**ATHLETICS**

Athletics - Youth Athletic Leagues (Section 240.010)		
Fee Name	Resident	Non-Resident

Youth Boys Basketball (R)	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Pee Wee Hoops	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Winter Youth Volleyball	\$300/ <u>Team</u>	\$325/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U4/U5)	\$35-Per Player \$175/ <u>Team</u>	\$40-Per Player \$200/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U6)	35-Per Player \$200/ <u>Team</u>	40-Per Player \$225/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U7/U8)	\$275/ <u>Team</u>	\$300/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U9/U10)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (U11/U12)	\$375/ <u>Team</u>	\$400/ <u>Team</u>
Spring <u>& Fall</u> Youth Soccer (Middle)	\$450/ <u>Team</u>	\$475/ <u>Team</u>
Youth Boys Baseball (6U)	35-Per Player \$325/ <u>Team</u>	40-Per Player \$350/ <u>Team</u>
Youth Boys Baseball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Youth Girls Softball (6U)	35-Per Player \$325/ <u>Team</u>	40-Per Player \$350/ <u>Team</u>
Youth Girls Softball (8U-14U)	\$325/ <u>Team</u>	\$350/ <u>Team</u>
Co-Ed Tot-Ball	25-Per Player \$150/ <u>Team</u>	30-Per Player \$175/ <u>Team</u>
Fall Youth Baseball <u>& Softball</u>	\$200/ <u>Team</u>	\$225/ <u>Team</u>
Fall Youth Soccer (U4/U5)	\$35-Per Player	\$40-Per Player
Fall Youth Soccer (U6)	\$35-Per Player	\$40-Per Player
Fall Youth Soccer (U7/U8)	\$275	\$300
Fall Youth Soccer (U9/U10)	\$325	\$350
Fall Youth Soccer (U11/U12)	\$375	\$400

Fall Youth Soccer (Middle)	\$450	\$475
Youth Flag Football	\$225/Team 32.50 Per Player	\$250/Team 37.50 Per Player
Fall Youth Volleyball	\$275/Team	\$300/Team
Youth Girls Basketball	\$300/Team	\$325/Team
Futsal (U4/U5 <u>Ages 7-13</u>)	\$25 Per Player	\$25 Per Player
Futsal (U6/U8)	\$25 Per Player	\$25 Per Player
Futsal (U10/U12)	\$25 Per Player	\$25 Per Player
<u>Youth Cheer Program</u>	<u>\$60/Child</u>	
<u>Youth Dance Program</u>	<u>\$50/Child</u>	
End of Season Basketball Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament	\$150 Per Team	\$150 Per Team
End of Season Spring Soccer Tournament (U11/U12)	\$175 Per Team	\$175 Per Team
End of Season Spring Soccer Tournament (Middle)	\$200 Per Team	\$200 Per Team
End of Season Fall Soccer 3v3 Tournament	\$125/Team 20 Per Player	\$20 Per Player
End of Season Volleyball Tournament	\$150/ Per Team	\$150 Per Team
End of Season Baseball/Softball Tournament	\$160/ Per Team	\$160 Per Team
Adult Pickleball Tournament	\$25 Per Player	\$25 Per Player
Adult Cornhole Tournament	\$10 Per Player	\$10 Per Player
Athletics - Republic Tigers Lacrosse Fees (Section 240.010)		

League/Program	Resident	Non-Resident
Middle School Boys	\$200 Per Player	N/A
High School Boys	\$200/ <u>Player</u>	
High School Girls	<u>\$275/Player</u> 225	

Athletics - Adult Athletic League Fees (Section 240.010)

League/Program	Fee	Notes
Fall Adult Softball	\$300/Team	
Adult Volleyball	<u>\$275/Team</u> 300 Per Team	
Adult Kickball	<u>\$200/Team</u> 225 Per Team	

Athletics - Miscellaneous Fees (Section 240.010)

League/Program	Fee (12-64)	Fee (65+)
Youth Open Gym	Free	
Pickleball Open Play	Free	
Youth & Adult Admission Fee (Outdoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)
Youth & Adult Admission Fee (Indoor Sports)	<u>\$23</u> (12-64)	<u>\$12</u> (65+)

COMMUNITY PROGRAMMING
Community Programming - Toddler Programs (Section 240.010)

Program	Program Duration	2023 Program Fee
Toddler Open Gym	35 Days	\$3/Day

Toddler Dance Party	12 Days	\$3/Day
Toddler Art Class	12 Days	\$4/Day
Toddler Music Class	12 Days	\$4 3/Day
Toddler Animal Encounters	9 12 Days	\$5 6/Day
<u>Toddler Tumbling</u>	<u>12 Days</u>	<u>\$3/Day</u>
Toddler Tumbling (<u>4-Week Session</u>)	Multiple Sessions	<u>\$25/Child</u> 5/Day/Child

Community Programming - Youth Programming (Section 240.010)

Program	Program Duration	202 2 4 Program Fee
Okinawan Karate	18 Per Session	\$ 85 90/Initial Family \$7 5 0/Add. Family \$50 Uniform Fee
Youth Cheer Program	\$45 Per Person	
Youth Dance Program	\$45 Per Person	
Summer Camps - Upgraded	6 4 Weeks	\$ 250 /Child 200 /Week \$10-\$40 Late Pick-Up Fee
Homeschool Gym	N/A	\$3/Class

Community Programming - Senior Citizen Programming (Section 240.010)

Program	Class Duration	Program Fee
Arthritis Foundation Exercise	58	Free Program
Senior Movie Day	12	Free Program

Community Programming - Miscellaneous (Section 240.010)

Program	Class Duration	Program Fee
100 Mile Walking Club	N/A	Free Program

Community CPR/First Aid Classes	3-Days	\$60/Class
Mini-Camps & Clinics	36	\$10-\$50
<u>Youth & Family Programming</u>	<u>N/A</u>	<u>\$10-\$30/Person/Program</u>
<u>Adult Programming</u>	<u>N/A</u>	<u>\$15-\$50/Person/Program</u>

SPECIAL EVENTS

Community Programming - Special Events (Section 240.010)	
Program	2023 Program Fee
Father/Daughter Dance	\$30/Couple \$15/Additional
Easter Egg Hunt	Free Event
Community Yard Sale	\$20/Booth
Amp Events (8)	\$1.00/Ticket
Have-A-Blast Celebration	Free Event
Youth Tigger Triathlon	\$25/Early \$30/Late
Adult Tiger Triathlon	Super Sprint: \$45/\$50 Sprint: \$70/\$75 Double: \$80/\$90
got Mud? Run (Youth & Family)	\$30/Early \$35/Mid \$40/Late

got Mud? Run (Adult)	\$40/Early \$45/Mid \$50/Late
BOOgie Bash	Free Event
<u>Haunted Trail @ Brookline Park</u>	<u>\$10/Person</u>
Reindeer Run 5K	Early Registration (w/Gift): \$22 Early Registration (w/out Gift): \$30 Race Day Registration (w/ Gift): \$27 Race Day Registration (w/out Gift): \$35
Breakfast w/ Santa	\$ 5 6 Per Person

REPUBLIC AQUATIC CENTER

Community Programming - Admission/Season Passes (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Daily Admission Fee	\$ 7 <u>10</u> .00/Day	\$ 8 <u>13</u> .00/Day
<u>Rush Hour Admission Fee</u>	<u>\$7/Person</u>	<u>\$7/Person</u>
Huna Add-On	\$ 4 <u>5</u> /Day	\$ 4 <u>5</u> /Day
Non-Swimmer Fee	\$ 4 <u>5</u> /Day	\$ 4 <u>5</u> /Day
<u>Group Rate (20+)</u>	<u>\$7/Person</u>	<u>\$10/Person</u>
Season Passes	\$ 150 <u>125</u> /Initial \$ 40 <u>30</u> /Additional	\$ 180 <u>145</u> /Initial \$ 50 <u>35</u> /Additional
Community Programming - Programming (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Morning Splash Time	\$5/Day	

Morning Lap Time	\$5/Day	
<u>River Walk</u>	<u>\$5/Person</u>	
Glow Swim	\$6 8 Per Person	
Taco Tuesday	\$4 Per Person	
Tye-Dye Days	\$15 Per Person	
Pooch Plunge	\$15 10 Per Dog	
Group Swim (20+)	\$6/Day	
Parent/Child Starfish	\$40/Session	
Swimming Lessons	30 Minute Private Lesson- \$40 1-Hour Private Lesson-\$60 1-Hour Semi-Private Lesson-\$30 Per Child 1-Hour Family Lesson-\$60 First Child, \$25 for each additional child	
Aqua Yoga	\$10/Class	
Tiger Sharks Swim Team	<u>\$100/Person</u> 90	

Community Programming - Facility Rentals (Section 240.010)		
Fee Name	Resident Fee	Non-Resident Fee
Theme Party Package (Mermaid/Shark)	\$175 (15 Swimmers) \$275 (30 Swimmers)	
Regular Party Package	\$275 150 (<u>20 Guests</u> 15 Swimmers) \$250 (30 Swimmers) <u>7 (Additional Guests)</u>	
Facility Rental (<u>Upper Portion</u>) (<75)	\$800 375/ <u>Two-Hour Rental</u>	

Facility Rental (Lower Portion 76-150)	\$1,200/Two-Hour Rental 425/Hour	
Facility Rental (Full Facility >150)	\$2,000/Two-Hour Rental 475/Hour	
<u>Terrace Rental (Weekday)</u>	<u>\$50/Day</u>	
<u>Terrace Rental (Weekend)</u>	<u>\$75/Day</u>	
Huna-Add-On	\$100/Hour	
Huna-Rental	\$150/Hour	

FACILITY/EQUIPMENT RENTALS

Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	Private Tournament
Full Court	\$30/Hour	\$45/Hour
Half Court	\$15/Hour	
Concession Stand (Private Tournaments)		\$15 <u>50</u> /Day
Scoreboard Equipment (Private Tournaments)		\$30/Court/Day
After Hours Staffing Fee (Private Tournament)		\$15/Hour
Community Programming - Community Center Gym Rentals (Section 240.010)		
Rental Type	Fee	
Community Room A	\$35/Hour	
Community Room B	\$45/Hour	
Community Room A&B	\$65/Hour	

Community Room C	\$25/Hour
All Star & Tiny Tot Party Packages	\$200
Unicorn & Nerf Party Packages	\$280
8-Hour Lock-In (w/AB)	\$1,600
8-Hour Lock-In (w/out AB)	\$1,200
10-Hour Lock-In (w/AB)	\$2,000
10-Hour Lock-In (w/out AB)	\$1,500

Rentals - Gerry Pool Senior Friendship Center Rentals (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Banquet Room	\$100/4 Hours	\$10/Add'l Hour

Rentals - Pavilion (Section 240.010)

Description	Base Rental Fee	Additional Hour Fee
Pavilion	\$10/Hour	

Rentals - Baseball/Softball Field Rentals (Section 240.010)

Description	Base Rental Fee
Baseball/Softball Fields (Tournament)	\$150/Field/Day
Scoreboard (Tournaments)	\$30/Field/Day
Lights (Tournaments)	\$30/Field/Day
Concession Stand (Tournaments)	\$50/Day

On-Site Maintenance/Custodial (Tournaments)	\$17.50/Hour
Baseball/Softball Fields (Practice)	\$5/Field/Week
Rentals - Amphitheater Rentals (Section 240.010)	
Rental Type	Rental Fee
Venue Only w/ Power	\$25/Hour
Sound Equipment Add-On	\$200/Day
Outdoor Movie Add-On	\$500/Day

Rentals - Equipment Rentals (Section 240.010)	
Rental Type	Rental Fee
Tiger Bounce House	\$25/Hour
Disc Golf	Free

805.090 Special Event Fees

Special Event Permit (Section 240.010)			
Fee Name	Fee Amount	Fee Units	Code Section
<u>Electronic Payment Financing Surcharge</u>	<u>3.0%</u>	<u>Per credit card/debit card transaction</u>	
Application Fee	\$50.00	<u>Due at time of application</u>	Section 212.023
Vendor Permit Fee	Currently no fee		Section 212.023
Late Fee	\$25.00	Additional	Section 212.023

805.100 Utility Administration**UTILITY BILLING & ADMINISTRATION**

Utility Billing & Administration		
Fee Name	Fee Amount	Code Section
Late Fee	\$5.00 - may be waived under certain circumstances	Section 705.050(A)
Reconnection/Processing Fee	\$25.00 Plus Delinquent Bill Amount - may be waived under certain circumstances	Section 705.050(B)
Adjustments-Leaks	Charge for Normal Water Usage - Amount of Bill for 3 months prior Customer to pay 10% of the Remainder	Section 705.060
Bad Check Service Charge	\$20.00 Service Charge	Section 705.080
Users Outside City Limits - Voluntary Consent to Annex	50% Additional Charge for Service, with exception provisions	Section 705.130
Base charge per month for 1,500 gallons or less Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof	<i>Inside City Rate:</i> 1,500 Gallons Base \$8. 09 <u>66</u> Surcharge 1,000 gallons \$ 3.81 <u>4.08</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$12. 13 <u>98</u> Surcharge 1,000 Gallons \$ 5.71 <u>6.11</u>	Section 705.150(D)

Utility Billing & Administration - Deposit		
Meter Connection Size	Deposit Amount	Code Section
5/8-inch water meter connection	\$150.00 Deposit	Section 705.170
1-inch water meter connection	\$250.00 Deposit	Section 705.170
2-inch water meter connection	\$500.00 Deposit	Section 705.170
3-inch water meter connection	\$700.00 Deposit	Section 705.170
4-inch water meter connection	\$1,000.00 Deposit	Section 705.170
6-inch water meter connection	\$1,500.00 Deposit	Section 705.170
8-inch water meter connection	\$2,000.00 Deposit	Section 705.170

Utility Billing & Administration - Hydrant Meter Deposit		
Meter Connection Size	Deposit Amount	Code Section

Temporary Metering devices under 2"	\$500 Deposit	Section 705.180
Temporary 2" or larger metering device	\$2000 Deposit	Section 705.180
Labor for Installation	\$50 Per Meter	Section 705.180
Extended Term Metering devices under 2"*	\$1,000.00 Deposit	Section 705.180
Extended Term Metering devices 2" or larger metering devices*	\$3000 Deposit	Section 705.180
Water Rate for Temporary Meters	1,500 Gallons Base \$30 Surcharge 1,000 gallons \$20	
* Requires lease long-term lease agreement with BUILDS department		

Utility Billing & Administration - Miscellaneous Charges		
Fee Name	Fee Amount	Code Section
Account Setup Fee	\$10.00	Section 705.190(A)
Subsequent Meter Installation Trip Charge	\$25.00	Section 705.190(B)
Meter Assembly (Installed) Charge - 5/8 X 3/4 inches	\$900	Section 900 Section 705.190(B)
Meter Assembly (Installed) Charge - 1 inch	\$1,250	Section 250 Section 705.190(B)
Meter Assembly (Installed) Charge - 2 inch	\$3,540	Section 705.190(B)
Meter Assembly (Installed) Charge - 3 inch	\$4,850	Section 705.190(B)
Meter Assembly (Installed) Charge - 4 inch	Quote on Request	Section 705.190(B)
Meter Assembly (Installed) Charge - 6 inch	Quote on Request	Section 705.190(B)
Turn-On Charge - (Customer Requested Temporary Disconnection No Longer than 48 Hours)	\$25.00	Section 705.190(C)

Utility Billing & Administration - Sanitary Sewer Rates		
Base Charge Rate	Surcharge Rate	Code Section
Base charge per month for 1,500 gallons or less. Surcharge for each 1,000 gallons in excess of 1,500 gallons per month or fraction thereof.	<i>Inside City Rate:</i> 1,500 Gallons Base \$25.57 <u>26.85</u> Surcharge 1,000 gallons \$15. 19 <u>95</u> <i>Outside City Rate:</i> 1,500 Gallons Base \$38.35 <u>40.27</u>	Section 705.210

	Surcharge 1,000 Gallons \$22.81 \$23.95	
Utility Billing & Administration - Sanitary Sewer Rates		
Fee Description	Fee Per Unit	Code Section
Extra Charge for Discharge of Excess BOD - Inside City Limits	\$.33 per pound of excess BOD discharged	Section 705.220.1(A)
Extra Charge for Discharge of Excess BOD - Outside City Limits	\$.50 per pound of excess BOD discharged	Section 705.220.1(B)
Extra Charge for Discharge for Excess TSS concentration - Inside City Limits	\$.26 per pound of excess per pound of excess TSS discharged	Section 705.220.2(A)
Extra Charge for Discharge for Excess TSS concentration - Outside City Limits	\$.39 per pound of excess TSS discharged	Section 705.220.2(B)
Extra Charge for Discharge of Excess Phosphorus - Inside City Limits	\$.53 per pound of excess phosphorus discharged	Section 705.220.3(A)
Extra Charge for Discharge of Excess Phosphorus - Outside City Limits	\$.80 per pound of excess phosphorus discharged	Section 705.220.3(B)
Extra Charge for Discharge of Toxic Substances	Customer liable for all costs incurred by the City.	Section 705.220.4
Impact Fee Schedules	See Tables Below	Section 705.250

Water Impact Fees - Section 705.250		
Meter Size (inches)	Water Impact Fee	Notes
<i>Impact Fees</i>		
5/8 or ¾	\$250	Single-family residential size and individual connections in "R-2" and "R-12", otherwise 1 inch
1	\$1,600	Minimum fee for "R-3"
2	\$3,200	Multi-family
3	\$4,800	Multi-family
4 or Larger	\$6,500	

Sewer Impact Fees Section 705.250		
Meter Size (inches)	Sewer Impact Fee	Notes
<i>Impact Fees</i>		

5/8 or ¾	\$850	Single-family residential size and individual connections in "R-2" and "R-1Z", otherwise 1 inch
1	\$2,000	Minimum fee for "R-3"
2	\$5,000	Multi-family
3	\$13,500	Multi-family
4 or Larger	\$18,000	

Customer Responsibilities Pertaining to Water Services		
Fee Description	Fee Amount	Code Section
Water Service Line Inspection	\$50	Section 710.290(D)

Sewer and Sewage Disposal		
Fee Description	Fee Amount	Code Section
Sewer Lateral Inspection Fee Connection to Publicly-Owned Treatment Works	\$50	Section 715.130(1)

Sewer Rates 2023-2027					
	2023 Rate	2024 Rate	2025 Rate	2026 Rate	2027 Rate
Inside City Limits – Base Charge	\$25.57	\$26.85	\$28.19	\$29.60	\$31.08
Inside City Limits – Surcharge	\$15.19	\$15.95	\$16.75	\$17.59	\$18.46
Outside City Limits – Base Charge	\$38.35	\$40.27	\$42.28	\$44.40	\$46.62
Outside City Limits – Surcharge	\$22.81	\$23.95	\$25.14	\$26.40	\$27.72
Water Rates 2023-2027					
	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2025 Rate</u>	<u>2026 Rate</u>	<u>2027 Rate</u>
<u>Inside City Limits – Base Charge</u>	<u>\$8.09</u>	<u>\$8.66</u>	<u>\$9.26</u>	<u>\$9.45</u>	<u>\$9.64</u>
<u>Inside City Limits – Surcharge</u>	<u>\$3.81</u>	<u>\$4.08</u>	<u>\$4.36</u>	<u>\$4.45</u>	<u>\$4.54</u>

<u>Outside City Limits – Base Charge</u>	<u>\$12.13</u>	<u>\$12.98</u>	<u>\$13.89</u>	<u>\$14.17</u>	<u>\$14.45</u>
<u>Outside City Limits – Surcharge</u>	<u>\$5.71</u>	<u>\$6.11</u>	<u>\$6.54</u>	<u>\$6.67</u>	<u>\$6.81</u>



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-60 A Resolution of the City Council Appointing a Council Member for Ward II.

Submitted By: Laura Burbidge, City Clerk

Date: November 7, 2023

Issue Statement

The appointment of a Council Member for Ward II.

Discussion and/or Analysis

In the April 2021 municipal election, Gerry Pool was elected as Council Member to represent Ward III. Council Member Pool forfeited her seat as per Article 3.6 of the City of Republic's Charter, a Council Member shall forfeit office if the Council Member fails to attend three consecutive regular meetings of the Council without being excused by the Council. Therefore, a vacancy has been created on the City Council.

Pursuant to Section 3.6(c) of the Charter, "A vacancy in the Council shall be filled for the remainder of the expired term, if any, at the next regular municipal election, but the Mayor with the advice and consent of the Council may fill the vacancy until the person elected to serve the remainder of the unexpired term takes office."

This vacancy was posted by the city and applications were accepted from eight residents of Ward II interested in serving on the City Council. The Mayor and City Administrator interviewed all eligible applicants on November 3rd.

Mayor Russell will announce his selection at the City Council meeting. The Resolution will be provided to Council after his decision has been made.

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-58 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.81 Acres of Real Property Located at 445 US Highway 60 East, from Local Commercial (C-1) to General Commercial (C-2).

Submitted By: Patrick Ruiz, Associate Planner

Date: November 14, 2023

Issue Statement

Timothy Guillot has applied on behalf of the property owner, Clayron LP, to change the Zoning Classification of approximately 0.81 acres of property located at 445 US Hwy 60 E from Local Commercial (C-1) to General Commercial (C-2).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 0.81 acres of land located at 445 US HWY 60 E; the property is currently the site of a vacant commercial building. The subject Rezone application is moving concurrently with additional elements of a project that consists of an Administrative Minor Subdivision combining two lots and a New Commercial Building Permit.

The Minor Subdivision would include the combination of two lots which comprises the subject property, 445 US Hwy 60 E, and the lot to the southwest, 411 US Hwy 60 E. As currently zoned the lot combination would create a split zoned lot of C-2 General Commercial and C-1 Local Commercial.

The New Commercial Building Permit consists of the demolition of two existing buildings on 411/445 US Hwy 60 E and construction of a New Building with the anchor tenant space as a dental office. The commercial building will also have additional units for infill of retail and office space.

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

Consistency with the Comprehensive Plan

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

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.

- **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.
- **Goal:** Support redevelopment of areas along the US-60 corridor to accommodate commercial uses and improved functionality.
 - **Objective:** Encourage higher intensity of uses of large, underdeveloped parcels fronting onto or located near US Hwy 60.

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

Compatibility with Surrounding Land Uses

The subject property is adjacent to General Commercial (C-2) zoned parcels bordering the west and east property lines. To the north, across the Right-of-Way, are two parcels zoned Medium Density Single-Family Residential (R1-M).

The General Commercial (C-2) Zoning District is intended to allow less restrictive retail and service-related businesses. The subject property fronts US Hwy 60, which operates as a commercial corridor within the city. The general land uses of the area are commercial in nature and such rezone would be compatible and harmonious with adjacent properties.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

The development of the property will utilize existing connecting lateral lines to municipal water and sewer mains located near the property.

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

Transportation:

The property will have access from the existing drive currently present on US Hwy 60. A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the property is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

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

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

Recommended Action

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

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 0.81 ACRES OF REAL PROPERTY LOCATED AT 445 US HIGHWAY 60 EAST, FROM LOCAL COMMERCIAL (C-1) TO GENERAL COMMERCIAL (C-2)

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

WHEREAS, Clayron LP (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.81 acres, located at 445 US Highway 60 East (“the Property”), from Local Commercial (C-1) to General Commercial (C-2), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for November 13, 2023; and

WHEREAS, on October 25, 2023, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on November 13, 2023, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 6 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on November 14, 2023, and for second read at its regular meeting on December 12, 2023, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 0.81 acres, located at 445 US Highway 60 East in Republic, Missouri, more fully described in the legal description herein below, from Local Commercial (C-1) to General Commercial (C-2):

COMMENCING AT A POINT 381 FEET NORTH AND 24 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF

SECTION TWENTY (20), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), SAID POINT BEING ON THE EAST LINE OF HAMPTON STREET; THENCE NORTH ALONG SAID STREET LINE A DISTANCE OF 198.6 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF MILL STREET A DISTANCE OF 99.6 FEET; THENCE NORTHEASTERLY AND MAKING AN ANGLE OF 11°02' TO THE LEFT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 84 FEET TO A POINT 160 FEET SOUTH OF THE SOUTH LINE OF MILL STREET; THENCE EAST AND PARALLEL TO MILL STREET A DISTANCE OF 167 FEET; THENCE NORTH 160 FEET TO MILL STREET FOR A POINT OF BEGINNING; THENCE EAST AND ALONG THE SOUTH LINE OF MILL STREET A DISTANCE OF 245.65 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 42.01 FEET TO A POINT 11.5 FEET SOUTH OF THE SOUTH LINE OF MILL STREET AND 660 FEET OF THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION TWENTY (20); THENCE SOUTH A DISTANCE 185.5 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 60; THENCE SOUTHWESTERLY AND ALONG SAID RIGHT-OF-WAY 42.05 FEET TO THE CENTER OF A DRIVE; THENCE NORTHWESTERLY 334.60 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY (20) TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



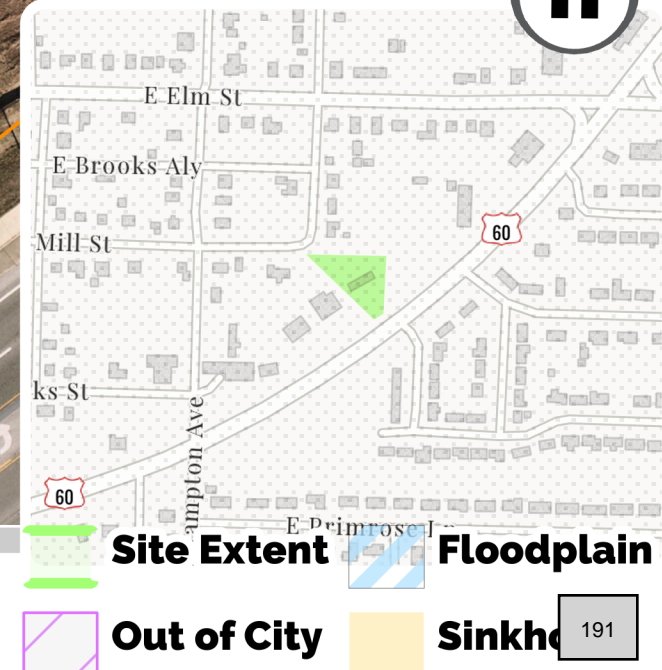
Owner/Applicant
CLAYRON LP

ADDRESS
445 US Hwy 60 E

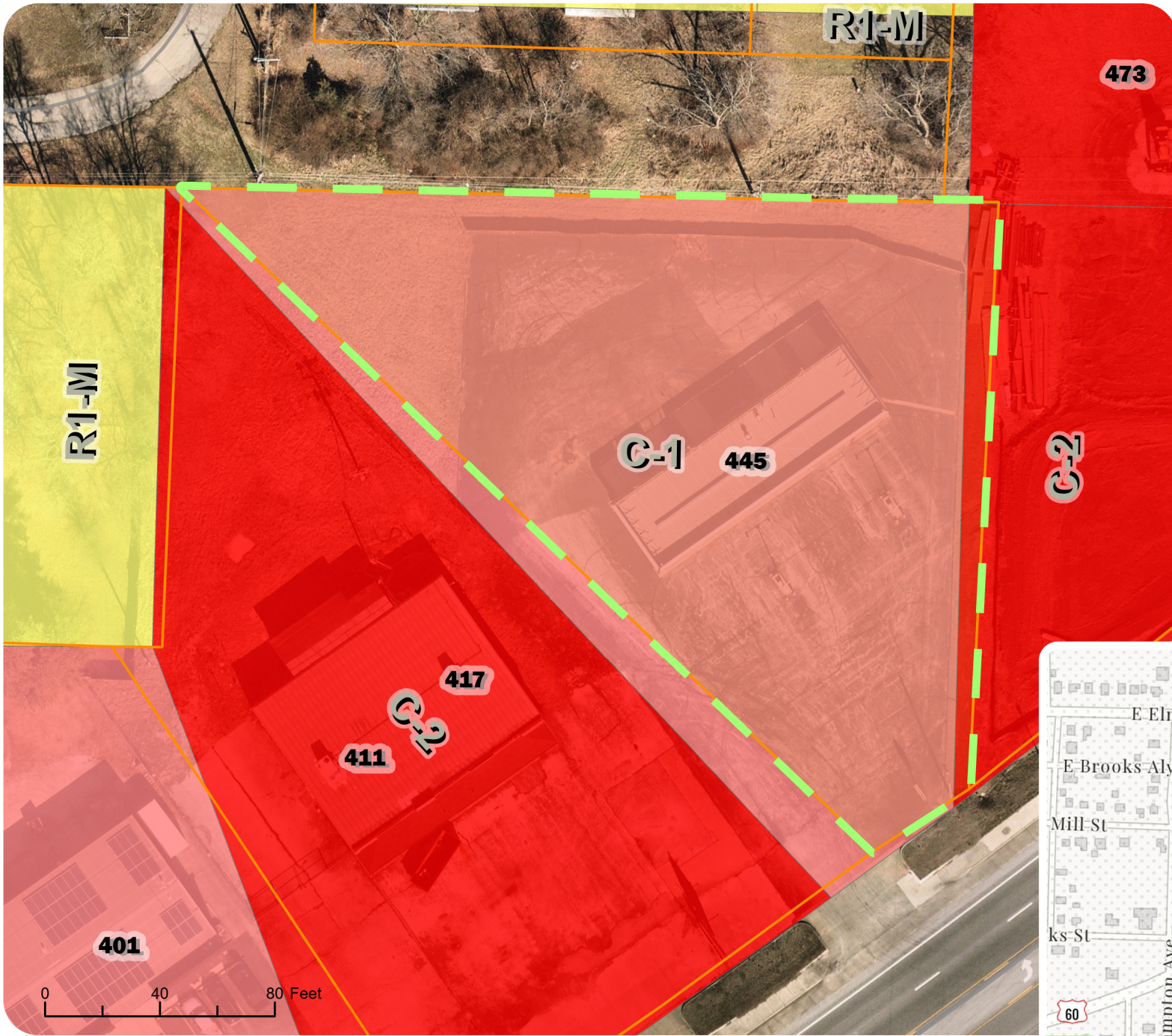
ZONING
C-1 | REQUESTED: C-2

WARD
WARD 2

ACREAGE
0.81



REZN 23-008 445 US HWY 60 E
REZN 23-008 | REZONE



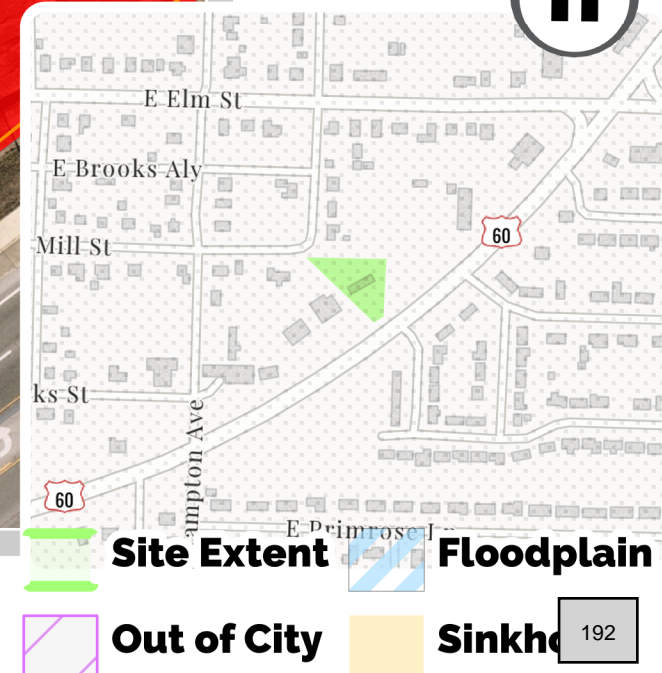
Owner/Applicant
CLAYRON LP

ADDRESS
445 US Hwy 60 E

ZONING
C-1 | REQUESTED: C-2

WARD
WARD 2

ACREAGE
0.81



REZN 23-008 445 US HWY 60 E
REZN 23-008 | REZONE

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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:

Jeffrey A. [Signature]

Commissioner Signature:

[Signature]

Date:

11/13/2023

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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 HYDER

Commissioner Signature:

C. Hyder

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Darran Campbell

Commissioner Signature:

Darran Campbell

Date:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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:

0.81 acres C1 → C2
Vacant Building @ 445 Demo of 411 + 417 + 445
Commercial Building anchored by a dental office
C-2 to west water + sewer onsite w/ capacity
C-2 to east TIS not required
R1-M to north

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

☒ Approval ☐ Denial

Commissioner Name:

Brian Debrauer

Commissioner Signature:

Brian Debrauer

Date:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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:

Applicant/Engineer present.
Stan Hoffmann - Sewer overflow question? Traffic questions

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

☒ Approval

☐ Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

445 US Hwy 60 E (REZN 23-008)

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:

Conforms to ordinances/requirements of Code

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

☒ Approval ☐ Denial

Commissioner Name:

RAUSM ELLIS III

Commissioner Signature:

Rausm Ellis III

Date:

11/13/23

AGENDA ITEM ANALYSIS

Project/Issue Name: 23-59 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 40.46 Acres of Real Property Located at 7217 West Farm Road 182, from Agricultural (AG) to Medium-Density Single-Family Residential (R1-M).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

David Messner and Jim Henderson have applied to change the Zoning Classification of approximately 40.456 acres of property located at 7217 W FR 182 from Agricultural (AG) to Medium-Density Single-Family Residential (R1-M).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 40.456 acres of land located at 7217 W FR 182; the property is currently the site of three residential dwelling units of varying configurations and age.

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

Consistency with the Comprehensive Plan

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

- **Community and Development Goal 1:** Support market conditions to develop a greater variety of residential and commercial options.
 - **Objective 1A:** Support a variety of housing developments and styles to ensure a range of options are available.
- **Infrastructure Coordination Goal 1:** Support new development that is well-connected to the existing community.
 - **Objective 1B:** Promote development aligning with current adopted plans of the City.

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

Compatibility with Surrounding Land Uses

The subject property is a newly annexed property that came into the City zoned Agricultural (AG).

It is adjacent to:

- Properties in Century Place 2nd Addition subdivision zoned Medium-Density Single-Family Residential (R1-M) to the north;
- Greene County property zoned Agriculture (A-1) to the east;
- Greene County property zoned Agriculture (A-1) across Farm Road 182 to the south;
- Properties in the 1st Phase of Iron Gate Subdivision and Destiny Church property zoned Medium-Density Single-Family Residential (R1-M) to the west

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

Capacity to Serve Potential Development and Land Use**Municipal Water and Sewer Service:**

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

The property has two separate gravity sewer mains onsite. A 15" main runs north-south on the east side of the property. A 10" main is present on the southwest corner of the site.

Effluent would travel through gravity lines to the Shuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

Water is in proximity to the site from two points. A 6" water main is present along Ark Ave and terminates at the northern property line of the site. A second 6" water main approaches from the west running along Clearview Dr.

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

Transportation:

The City has requested a Traffic Impact Study (TIS), which is pending. Development of the property will require meeting the improvements as recommended by the TIS and as determined necessary by City Staff.

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

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

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by**



municipal facilities. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 40.46 ACRES OF REAL PROPERTY LOCATED AT 7217 WEST FARM ROAD 182, FROM AGRICULTURAL (AG) TO MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL (R1-M)

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

WHEREAS, Jim Henderson and David Messner (“Applicants”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 40.46 acres, located at 7217 West Farm Road 182 (“the Property”), from Agricultural (AG) to Medium Density Single-Family Residential (R1-M), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the application for November 13, 2023; and

WHEREAS, on October 25, 2023, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

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

WHEREAS, the PZ Commission conducted the public hearing on November 13, 2023, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 6 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on November 14, 2023, and for second read at its regular meeting on December 12, 2023, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 40.46 acres, located at 7217 West Farm Road 182 in Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) to Medium Density Single-Family Residential (R1-M):

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH 02°00'28" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1,328.71 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 88°07'17" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1,328.67 FEET; THENCE NORTH 02°07'58" EAST A DISTANCE OF 1,327.56 FEET TO THE SOUTH LINE OF CENTURY PLACE 2ND ADDITION, AS RECORDED IN PLAT BOOK XX PAGE 14; THENCE SOUTH 88°06'42" EAST ALONG SAID SOUTH LINE A DISTANCE OF 660.60 FEET; THENCE SOUTH 88°13'52" EAST ALONG THE SOUTH LINE OF HIGHLAND MEADOWS PHASE 1 AS RECORDED IN PLAT BOOK YY PAGE 36 A DISTANCE OF 665.17 FEET TO THE POINT OF BEGINNING, AND CONTAINING 40.456 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

- Section 2:** In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

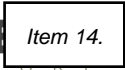
Laura Burbridge, City Clerk

Approved as to Form:

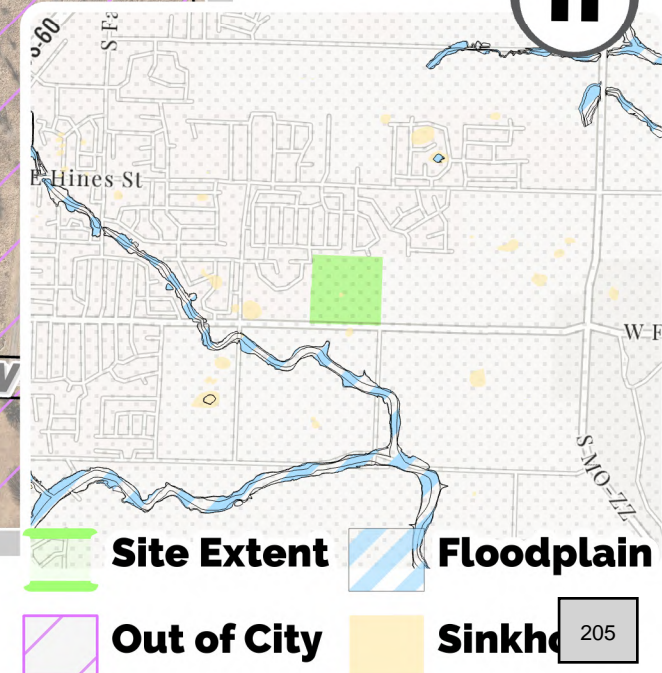


Megan McCullough, City Attorney

Final Passage and Vote:

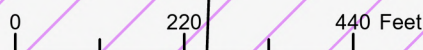


ACREAGE
40.456



7217 WEST FARM ROAD 182
REZN 23-007 | REZONE

ACREAGE
40.456



7217 WEST FARM ROAD 182
REZN 23-007 | REZONE



Sinkhole

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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:

Jeff Davis

Commissioner Signature:

Jeff Davis

Date:

11/13/2023

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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 HYDER

Commissioner Signature:

C. Hyder

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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

Statement of Relevant Facts Found:

240 acres AG → RI-M
RI-M north A1 east A1 south RI-M west
Water sewer onsite with capacity
TIS pending
No flood or sinkholes identified
7003 concerns about water runoff from development and trespassers
PM peak traffic @
60 veh in peak
30 veh out hour
traffic

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

☒ Approval ☐ Denial

Commissioner Name:

Brian D. Doherty

Commissioner Signature:

Brian D. Doherty

Date:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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:

Newly annexed, consistent with development to the N + W.
David Messner (applicant) present.
Traffic Engineer doing assessment present. +60 in, +38 cars at peak
George Caning (lives in development to the north) - traffic concerns? Home value?
Mitchell Gardner (lives to the East) - water concerns, neighbor children on the land

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

☒ Approval

☐ Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

11/13/2023

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

7217 W Farm Road 182 (REZN 23-007)

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

Statement of Relevant Facts Found:

Proposed rezone property is consistent with surrounding developed property.

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

☒ Approval

☐ Denial

Commissioner Name:

RANDY ELLIS

Commissioner Signature:

Randy Ellis

Date:

11/13/23



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-60 An Ordinance of the City Council Approving the Final Plat of The Woods

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Blake Cantrell Real Estate LLC for the Final Plat of The Woods PDD. The Development Plan for this site was previously approved as The Woods Planned Development District on June 22, 2021.

Discussion and/or Analysis

The Final Plat of The Woods will legally divide approximately nine point nine-eight (9.98) acres of land into twenty-nine (29) Single-Family Residential lots meeting the requirements of the Development Plan for the PDD. The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 2,362 linear feet of new street and an estimated 2,553 linear feet of sidewalk to be constructed in conjunction with the construction of new homes.

The Final Plat of The Woods conforms to the Development Plan for The Woods PDD as approved by City Council.

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

Recommended Action

Staff recommends approval of the Final Plat of The Woods Planned Development District.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF THE WOODS SUBDIVISION

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

WHEREAS, on or about June 22, 2021, via Ordinance 21-44, the Council approved the Planned Development District for The Woods Subdivision; and

WHEREAS, on or about October 26, 2023, Blake Cantrell and Blake Cantrell Real Estate, LLC ("Applicants") submitted an application to the BUILDS Department for review and approval of the Final Plat of The Woods Subdivision; and

WHEREAS, the BUILDS Department has reviewed the Applicants' proposed Final Plat for The Woods Subdivision and has determined it substantially conforms to the requirements of the approved Development Plan, the requirements of applicable City Code provisions including, but not necessarily limited to, Chapter 410 Subdivision Regulations, Article 410-V Major Subdivision--Final Plat.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:

GRID NORTH

NOTE: ALL BEARINGS ARE BASED ON GPS OBSERVATIONS IN THIS PROJECT MO CENTRAL ZONE

LEGEND

● = FOUND EXISTING IRON PIN OR PIPE.
○ = SET IRON PIN (PLS-2007017965 CAP)
(D) = DEED (M) = MEASURED
U.E. = UTILITY EASEMENT

PLAT NOTES:

1. TOTAL AREA = 434,888.2± SQ.FT. (9.98 AC±)
2. TOTAL NUMBER OF LOTS = 29
3. SMALLEST LOTS: LOTS 11,14,15,17,18,19 & 28 ALL CONTAIN 8,000.0± SQ.FT.
4. LARGEST LOT: LOT 22 13,522.2± SQ.FT.
5. THIS PROPERTY DOES NOT LAY WITHIN A FLOOD HAZARD ZONE ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 29077C0426E, EFFECTIVE DATE DECEMBER 17, 2010
6. HORIZONTAL AND VERTICAL DATUM BASED ON THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT "GR-50"
7. RECORD SOURCE OF TITLE: BK. 2021, PG. 042148-21; BK. 2021, PG. 028159-21
8. CLASS OF PROPERTY = URBAN
9. PERMANENT MONUMENT LOT CORNERS ARE A 5/8" REBAR, 24" IN LENGTH WITH AN ALUMINUM CAP STAMPED "2007017965", ALL OTHER LOT CORNERS (SEMI-PERMANENT) ARE A 1/2" REBAR, 18" IN LENGTH WITH A PLASTIC CAP STAMPED "2007017965" UNLESS OTHERWISE NOTED.
10. ALL LOT CORNERS SHALL BE SET WITHIN 90 DAYS AFTER THE DATE OF RECORDING OF THIS PLAT
11. CURRENT PROPERTY ZONING: THE WOODS (PDD APPROVAL: ORD. 21-44, APPROVED JUNE 22, 2021)
12. UNLESS SHOWN OTHERWISE, THE MINIMUM BUILDING SETBACKS ARE AS FOLLOWS: FRONT: 20' - SIDE: 6' - REAR: 25' - SIDE YARD W/ STREET FRONTAGE: 15' BASED ON CITY OF REPUBLIC REQUIREMENTS FOR PDD.
13. NO STRUCTURES ARE TO BE BUILT BETWEEN THE RIGHT OF WAY LINE AND BUILDING SETBACK LINE.
14. BUILDINGS SHALL BE A MINIMUM OF TWELVE (12) FEET APART PER THE APPROVED DEVELOPMENT PLAN.
15. MAINTENANCE OF ANY AREA REFERRED TO, OR AS SHOWN AS COMMON AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

CERTIFICATE OF OWNERSHIP & DEDICATION:

AS OWNER I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED ON THE PLAT.

OWNER AND/OR SUBDIVIDER:

DATE

ACKNOWLEDGMENT

STATE OF MISSOURI)
SS
COUNTY OF GREENE)

ON THIS DAY OF 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, LLC., TO ME PERSONALLY KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE AND DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL BY THE
COMMUNITY DEVELOPMENT DEPARTMENT

IN ACCORDANCE WITH THE PROVISIONS AS SET FORTH IN THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI, I _____ DO HEREBY CERTIFY THAT ON THE DAY OF 2023, THE COMMUNITY DEVELOPMENT DEPARTMENT APPROVED THE REQUEST FOR MINOR SUBDIVISION FOR _____

ANY FURTHER SUBDIVISION OF THE ABOVE DESCRIBED LAND OR MODIFICATIONS OF THE LAND DESCRIPTION(S) WILL REQUIRE REAPPROVAL IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF REPUBLIC, MISSOURI.

COMMUNITY DEVELOPMENT DEPARTMENT

DATE

CERTIFICATE OF COMPLIANCE
WITH ZONING & SUBDIVISION REGULATIONS:

I, _____, CITY PLANNER OF THE CITY OF REPUBLIC, MISSOURI, DO HEREBY CERTIFY ON THE DAY OF 2023, THAT THE FINAL PLAT OF "THE WOODS" CONFORMS TO THE CITY OF REPUBLIC LAND USE REGULATIONS, IN ACCORDANCE WITH TITLE IV OF THE REPUBLIC CODE OF ORDINANCES.

SIGNATURE:

DATE:

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 No# 1715200263 AND 1715200316

COUNTY COLLECTION OFFICIAL

DATE:

APPROVAL BY THE CITY COUNCIL:

I, _____, CITY CLERK OF THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF "THE WOODS" 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 2023.

CITY CLERK

DATE:



THE WOODS

A P.D.D. LOCATED IN THE SW¼ NW¼ OF SEC. 15, T28N, R23W
REPUBLIC, GREENE COUNTY, MISSOURI.

OWNER/DEVELOPER:
BLAKE CANTRELL REAL ESTATE, LLC
811 U.S. HIGHWAY 60 ROAD
REPUBLIC, MO 65738



SCALE: 1" = 40'

DESCRIPTION:

SOURCE OF TITLE: BK. 2021, PG. 028159-21

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M. IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM AN EXISTING 5/8 INCH REBAR LS 2334 AT THE WEST 1/4 CORNER OF SAID SECTION 15, THENCE S88°26'18"E, ALONG THE SOUTH LINE OF SAID SW¼ OF THE NW¼, 331.72 FEET TO AN EXISTING 1/2 INCH REBAR LS 2334; THENCE S88°01'33"E, ALONG SAID SOUTH LINE OF THE SW¼ OF THE NW¼, 331.82 FEET TO AN EXISTING 1/2 INCH REBAR LS 2334; THENCE S88°18'40"W, ALONG SAID NORTH LINE, 166.63 FEET TO AN EXISTING 1/2 INCH REBAR LS 2334; THENCE N88°27'36"W, CONTINUING ALONG SAID NORTH LINE, 333.33 FEET TO AN EXISTING 1/2 INCH REBAR LS 2334; THENCE S01°41'44"W, 658.25 FEET TO THE POINT OF BEGINNING. SUBJECT TO THAT PART TAKEN, DEEDED OR USED FOR ROAD, STREET OR HIGHWAY PURPOSES ACROSS THE SOUTH SIDE THEREOF. ALSO, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

SURVEYOR'S NOTE:

ADJOINING LAND OWNERS AND THEIR DEED BOOK AND PAGES ARE BASED UPON INFORMATION OBTAINED FROM THE GREENE COUNTY ON-LINE WEBSITE SERVICES. (PROVIDED BY OTHERS)

DECLARATION BY SURVEYOR

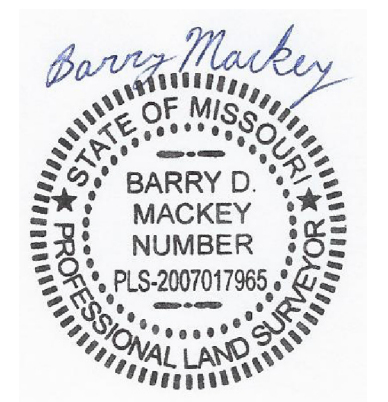
I HEREBY DECLARE TO BLAKE CANTRELL REAL ESTATE, LLC., THAT THE INFORMATION CONTAINED HEREON IS BASED UPON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, WHICH WAS PERFORMED TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE JOINT STANDARDS FOR PROPERTY SURVEYS AS PUBLISHED BY THE MISSOURI DEPARTMENT OF AGRICULTURE AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS DATED JUNE 30, 2017 AND BASED ON INFORMATION PROVIDED BY THE CLIENT.

PHYSICAL EVIDENCE OF IMPROVEMENTS IS SHOWN FROM INFORMATION TAKEN BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE.

APPARENT OWNERSHIPS AS SHOWN ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE. THIS PLAT OF SURVEY IS AN INSTRUMENT OF SERVICE AND IS NOT TO BE USED BY ANYONE OTHER THAN THOSE TO WHOM IT HAS BEEN CERTIFIED UNLESS IT HAS BEEN UPDATED AND RE-CERTIFIED BY THE UNDERSIGNED.

TYPE OF SURVEY: URBAN

O & M SURVEYING (417) 852-1405 (417) 850-1171		LAND SURVEYORS, PLANNERS, & CONSTRUCTION STAKING 472 TROUT ROAD OZARK, MISSOURI 65721		PROFESSIONAL LAND SURVEYOR REG. NUMBER: PLS-2007017965 CORPORATION No. #2022004477	
CLIENT:		JOB No.:		22151	
DATE:		10-20-2023			
DESCRIPTION: MAJOR SUBDIVISION SURVEY		SCALE:		1" = 40'	
LOCATION:		DRAWN BY: JES			
SW¼ NW¼, SEC. 15, T28N, R23W REPUBLIC, GREENE COUNTY, MO		CHECKED BY: BDM			
ORDERED BY: CLIENT		DWG. No.:		22151-1	
		SHEET #1 OF 2			



GRID NORTH

NOTE: ALL BEARINGS ARE BASED ON
GPS OBSERVATIONS IN THIS PROJECT
MO CENTRAL ZONE

LEGEND

- = FOUND EXISTING IRON PIN OR PIPE.
○ = SET IRON PIN (PLS-2007017965 CAP)
(D) = DEED (M) = MEASURED
— x — x — x — EXISTING FENCE.

LOCATION SKETCH
NW¼ SEC 15, T28N, R23W
1"=1000'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	35.06'	34.88'	N09°06'45"W	20°05'08"
C2	25.00'	36.85'	33.60'	N23°04'16"E	84°27'10"
C3	472.71'	60.16'	60.12'	S68°54'12"W	7°13'23"
C4	297.00'	61.21'	61.10'	S66°36'39"W	11°48'27"
C5	210.00'	0.92'	0.92'	N46°13'17"E	0°15'07"
C6	210.00'	36.40'	35.56'	S59°23'53"W	26°18'09"
C7	540.00'	8.85'	8.85'	N72°10'49"E	0°56'20"
C8	540.00'	72.68'	72.62'	N67°51'19"E	7°42'40"
C9	25.00'	38.62'	34.89'	S71°44'50"E	88°30'21"
C10	75.00'	38.15'	37.74'	S12°52'26"E	29°08'28"
C11	25.00'	39.13'	35.26'	S46°29'10"W	89°40'45"
C12	75.00'	26.24'	26.11'	S81°18'04"W	20°02'56"
C13	75.00'	50.00'	49.08'	S52°10'47"W	38°11'38"
C14	75.00'	41.03'	40.52'	N17°24'32"E	31°20'52"
C15	75.00'	57.71'	56.30'	N20°18'38"W	44°05'27"
C16	75.00'	60.35'	58.73'	S65°24'29"E	46°06'14"
C17	25.00'	21.03'	20.41'	S64°21'54"E	48°11'23"
C18	50.00'	14.74'	14.68'	N48°42'50"W	16°53'14"
C19	50.00'	53.91'	51.34'	S88°02'46"E	61°46'37"
C20	50.00'	50.00'	47.84'	N32°25'04"E	57°17'45"
C21	50.00'	43.91'	42.51'	N21°23'12"W	50°18'46"
C22	25.00'	21.03'	20.41'	S22°26'53"E	48°11'23"
C23	25.00'	21.03'	20.41'	S25°44'30"W	48°11'23"
C24	50.00'	64.12'	59.81'	N13°03'58"E	73°28'26"
C25	50.00'	50.77'	48.62'	S52°43'35"E	58°10'41"
C26	50.00'	64.83'	60.38'	S61°02'27"W	74°17'14"
C27	50.00'	61.44'	57.65'	N11°18'23"W	70°24'26"
C28	25.00'	21.01'	20.40'	S22°26'54"E	48°09'24"
C29	25.00'	39.22'	35.32'	S46°35'36"W	89°53'36"
C30	25.00'	39.32'	35.39'	N43°24'25"W	90°06'22"
C31	125.00'	62.72'	62.06'	N17°43'39"W	28°44'53"
C32	25.00'	22.25'	21.53'	N01°36'05"W	51°00'01"
C33	25.00'	17.08'	16.75'	N43°28'29"E	39°09'06"
C34	25.00'	39.22'	35.32'	N46°35'36"E	89°53'36"
C35	25.00'	20.12'	19.58'	N65°24'29"W	46°06'14"
C36	25.00'	19.24'	18.77'	S20°18'38"E	44°05'27"
C37	25.00'	39.18'	35.30'	N46°38'15"E	89°48'19"
C38	25.00'	39.32'	35.39'	S43°24'23"E	90°06'22"
C39	390.00'	5.95'	5.95'	S62°36'48"W	0°52'28"
C40	390.00'	16.85'	16.85'	N60°56'17"E	2°28'32"
C41	100.00'	1.34'	1.34'	N01°18'47"E	0°45'55"
C42	15.00'	26.43'	23.14'	S68°27'58"E	100°59'01"
C43	50.00'	15.43'	15.37'	S07°08'38"E	17°40'41"

DEEDED EXCEPTION

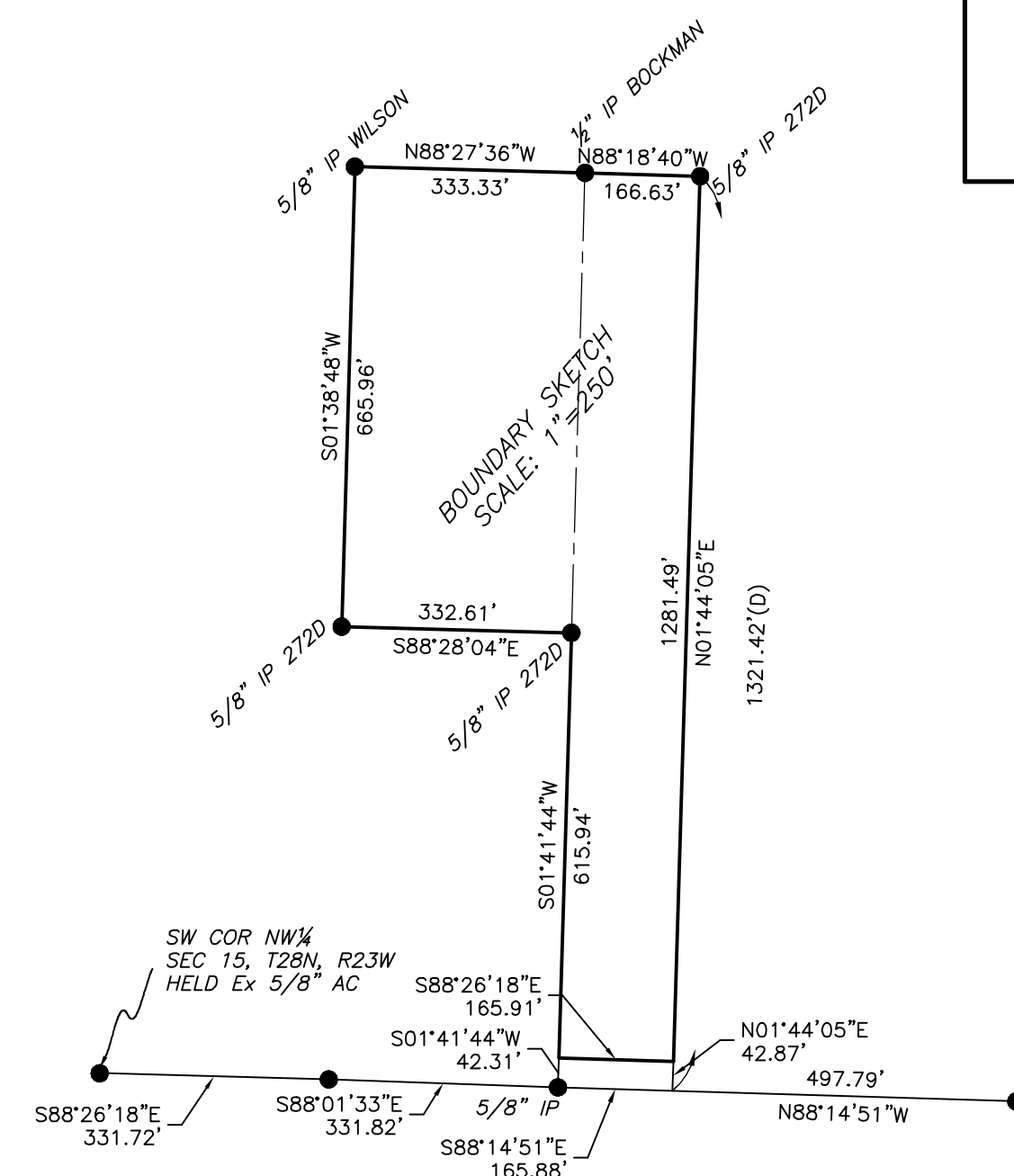
BRIAN SIMMONS
2015/022845-15

THE WOODS

A P.D.D. LOCATED IN THE SW¼ NW¼ OF SEC. 15, T28N, R23W
REPUBLIC, GREENE COUNTY, MISSOURI.

OWNER/DEVELOPER:
BLAKE CANTRELL REAL ESTATE, LLC
811 U.S. HIGHWAY 60 ROAD
REPUBLIC, MO 65738

0 40 80 120
SCALE: 1" = 40'





Owner/Applicant
Blake Cantrell Real Estate, LLC

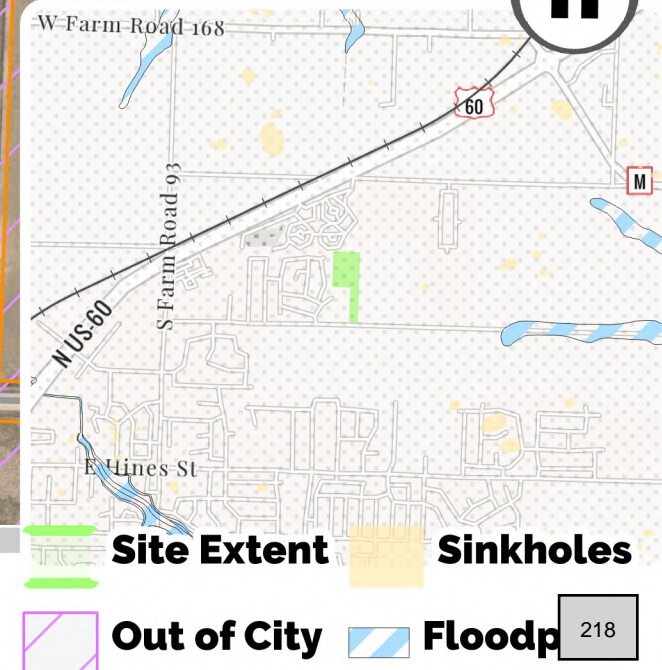
ADDRESS
W FARM ROAD 174

ZONING
THE WOODS PDD | REQUESTED:
N/A

WARD
1

ACREAGE
9.98

TOTAL LOTS
29



THE WOODS
SUBD-FNL 23-007 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-61 An Ordinance of the City Council Approving the Final Plat of Greenfield Estates Subdivision.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

The City of Republic's BUILDS Department received an Application from Enterprise Developments LLC for the Final Plat of Greenfield Estates. The Preliminary Plat for Greenfield Estates was approved by City Council on May 16, 2023.

Discussion and/or Analysis

The Final Plat of Greenfield Estates will legally divide approximately twenty-three point four-eight (23.48) acres of land into eighty (80) lots zoned High-Density Single-Family Residential (R1-H). The Final Plat will also convey the dedication of associated Right-of-Way, Utility, and Stormwater Easements to the City. The Final Plat includes approximately 5,036 linear feet of new street and 5,462 linear feet of new sidewalk.

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

Recommended Action

Staff recommends approval of the Final Plat of Greenfield Estates Subdivision.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING THE FINAL PLAT OF
GREENFIELD ESTATES SUBDIVISION**

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

WHEREAS, on or about September 15, 2020, via Resolution 20-R-34, City Council approved the Preliminary Plat for Greenfield Estates Subdivision; and

WHEREAS, following such approval, construction of the Greenfield Estates Subdivision was not completed within the required time frame, resulting in expiration of the approval; and

WHEREAS, on or about May 16, 2023, via Resolution 23-R-30, the Council approved of a second version of the Preliminary Plat for Greenfield Estates Subdivision; and

WHEREAS, on or about November 7, 2023, Enterprise Developments, LLC (“Applicant”) submitted an application to the BUILDS Department for review and approval of the Final Plat of the Greenfield Estates Subdivision; and

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

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

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

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

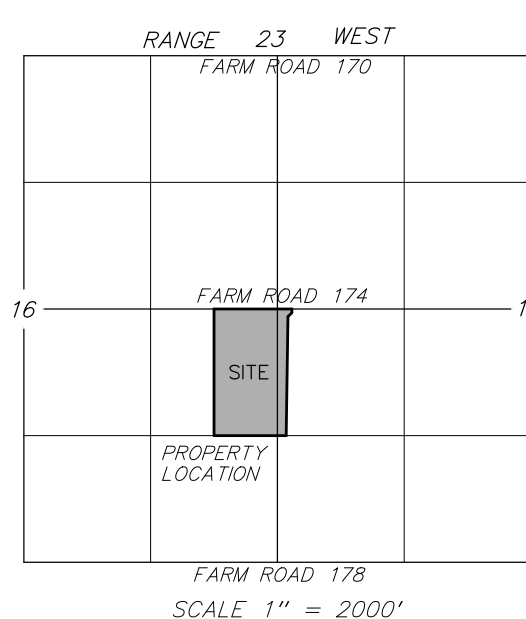
Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



LOCATION SKETCH

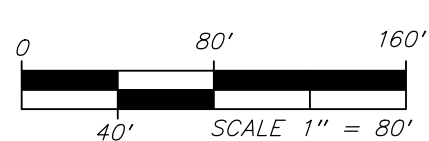
LINE	BEARING	DISTANCE
L-12	S 88°14'24" E	140.45'
L-13	S 01°45'36" W	39.35'
L-14	S 46°56'41" W	57.01'
L-15	N 88°11'36" W	88.36'

BASIS OF BEARINGS

GRID NORTH
MISSOURI COORDINATE
SYSTEM OF 1983
CENTRAL ZONE

BENCHMARK

MISSOURI GEOGRAPHIC
REFERENCE SYSTEM
MONUMENT F-5
ELEVATION 1291.09
VERTICAL DATUM
NAVD 1988



RICK WILSON
BOOK 2019
PAGE 029236-19

ISAAC A ROBERTS
KERI ROBERTS
BOOK 2015
PAGE 021293-15

RANDY RICHESIN
BOOK 2017
PAGE 046677-17

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	15.00'	89°05' 55"	23.33'	21.05'	14.77'	N 46°56' 41" E
2	15.00'	32°12' 15"	8.43'	8.32'	4.33'	S 72°24' 14" E
3	50.00'	75°14' 55"	65.67'	61.05'	38.54'	S 86°04' 26" W
4	15.00'	32°12' 15"	8.43'	8.32'	4.33'	N 14°10' 18" W
5	15.00'	89°33' 48"	23.45'	21.13'	14.89'	N 46°42' 44" E
6	15.00'	90°54' 05"	23.80'	21.38'	15.24'	N 43°03' 19" W
7	15.00'	89°05' 55"	23.33'	21.05'	14.77'	N 46°56' 41" E
8	15.00'	90°26' 12"	23.68'	21.29'	15.11'	S 43°17' 16" E
9	15.00'	89°33' 48"	23.45'	21.13'	14.89'	S 46°42' 44" W
10	15.00'	89°33' 48"	23.45'	21.13'	14.89'	S 46°42' 44" W
11	15.00'	90°26' 12"	23.68'	21.29'	15.11'	S 43°17' 16" E
12	15.00'	89°05' 55"	23.33'	21.05'	14.77'	N 46°56' 41" E
13	15.00'	90°54' 05"	23.80'	21.38'	15.24'	N 43°03' 19" W
14	15.00'	90°54' 05"	23.80'	21.38'	15.24'	N 43°03' 19" W
15	15.00'	89°05' 55"	23.33'	21.05'	14.77'	N 46°56' 41" E
16	15.00'	90°26' 12"	23.68'	21.29'	15.11'	S 43°17' 16" E
17	15.00'	89°33' 48"	23.45'	21.13'	14.89'	S 46°42' 44" W
18	15.00'	90°54' 05"	23.80'	21.38'	15.24'	N 43°03' 19" W
19	15.00'	89°33' 48"	23.45'	21.13'	14.89'	S 46°42' 44" W
20	15.00'	90°26' 12"	23.68'	21.29'	15.11'	S 43°17' 16" E
21	15.00'	89°05' 55"	23.33'	21.05'	14.77'	N 46°56' 41" E
22	15.00'	90°54' 05"	23.80'	21.38'	15.24'	N 43°03' 19" W
23	50.00'	78°43' 24"	68.70'	63.42'	41.01'	S 09°05' 17" W

LOT AREAS

1	8233 sq.ft. (0.18901 acres)
2	7100 sq.ft. (0.16299 acres)
3	7100 sq.ft. (0.16299 acres)
4	7100 sq.ft. (0.16299 acres)
5	7100 sq.ft. (0.16299 acres)
6	7100 sq.ft. (0.16299 acres)
7	7100 sq.ft. (0.16299 acres)
8	11895 sq.ft. (0.27307 acres)
9	12118 sq.ft. (0.27819 acres)
10	7145 sq.ft. (0.16403 acres)
11	7000 sq.ft. (0.16070 acres)
12	7000 sq.ft. (0.16070 acres)
13	7000 sq.ft. (0.16070 acres)
14	7000 sq.ft. (0.16070 acres)
15	7000 sq.ft. (0.16070 acres)
16	7000 sq.ft. (0.16070 acres)
17	7000 sq.ft. (0.16070 acres)
18	7000 sq.ft. (0.16070 acres)
19	7000 sq.ft. (0.16070 acres)
20	7000 sq.ft. (0.16070 acres)
21	7000 sq.ft. (0.16070 acres)
22	8414 sq.ft. (0.19317 acres)
23	9946 sq.ft. (0.22832 acres)
24	12188 sq.ft. (0.27979 acres)
25	8375 sq.ft. (0.19226 acres)
26	7261 sq.ft. (0.16669 acres)
27	7261 sq.ft. (0.16669 acres)
28	7261 sq.ft. (0.16669 acres)
29	7261 sq.ft. (0.16669 acres)
30	7261 sq.ft. (0.16669 acres)
31	8489 sq.ft. (0.19488 acres)
32	8414 sq.ft. (0.19317 acres)
33	7261 sq.ft. (0.16669 acres)
34	7261 sq.ft. (0.16669 acres)
35	7261 sq.ft. (0.16669 acres)
36	7261 sq.ft. (0.16669 acres)
37	7261 sq.ft. (0.16669 acres)
38	8529 sq.ft. (0.19579 acres)
39	8375 sq.ft. (0.19226 acres)
40	7301 sq.ft. (0.16762 acres)
41	7301 sq.ft. (0.16762 acres)
42	7301 sq.ft. (0.16762 acres)
43	7301 sq.ft. (0.16762 acres)
44	7301 sq.ft. (0.16762 acres)
45	8489 sq.ft. (0.19488 acres)
46	8414 sq.ft. (0.19317 acres)
47	7301 sq.ft. (0.16762 acres)
48	7301 sq.ft. (0.16762 acres)
49	7301 sq.ft. (0.16762 acres)
50	7301 sq.ft. (0.16762 acres)
51	7301 sq.ft. (0.16762 acres)
52	8529 sq.ft. (0.19579 acres)
53	8375 sq.ft. (0.19226 acres)
54	7342 sq.ft. (0.16855 acres)
55	7342 sq.ft. (0.16855 acres)
56	7342 sq.ft. (0.16855 acres)
57	7342 sq.ft. (0.16855 acres)
58	7342 sq.ft. (0.16855 acres)
59	8489 sq.ft. (0.19488 acres)
60	8414 sq.ft. (0.19317 acres)
61	7342 sq.ft. (0.16855 acres)
62	7342 sq.ft. (0.16855 acres)
63	7342 sq.ft. (0.16855 acres)
64	7342 sq.ft. (0.16855 acres)
65	7342 sq.ft. (0.16855 acres)
66	8529 sq.ft. (0.19579 acres)
67	8768 sq.ft. (0.20129 acres)
68	7419 sq.ft. (0.17033 acres)
69	7300 sq.ft. (0.16758 acres)
70	7300 sq.ft. (0.16758 acres)
71	7300 sq.ft. (0.16758 acres)
72	7300 sq.ft. (0.16758 acres)
73	8389 sq.ft. (0.19258 acres)
74	8314 sq.ft. (0.19087 acres)
75	7300 sq.ft. (0.16758 acres)
76	7300 sq.ft. (0.16758 acres)
77	7300 sq.ft. (0.16758 acres)
78	7300 sq.ft. (0.16758 acres)
79	7419 sq.ft. (0.17033 acres)
80	8922 sq.ft. (0.20482 acres)

STATE PLANE COORDINATES
(GIVEN IN FEET)

Corner	Northing	Easting
A	474,377.87	1,365,414.44
B	474,373.56	1,365,554.82
C	474,334.23	1,365,553.61
D	474,295.31	1,365,511.96
E	473,043.64	1,365,459.60
F	473,046.43	1,365,371.28
G	473,064.17	1,364,699.20
H	474,395.35	1,364,744.07

LOT 1
WILSON'S CREEK VILLAS
PLAT BOOK AAA PAGE 880

LOT 3
WILSON'S CREEK VILLAS
PLAT BOOK AAA PAGE 880

LOT 4
WILSON'S CREEK VILLAS
PLAT BOOK AAA PAGE 880

ROGER BYRNS
BOOK 2005
PAGE 067227-05

JAMES OSBORNE
BOOK 2022
PAGE 050005-22

LEONARD HAND
BOOK 2837
PAGE 0905

RANKIN ACRES
LEONARD 10
BOOK 2844
PAGE 2561

CLIFF HERNDON
BOOK 2012
PAGE 11776-12

JAMES A SHULL
BOOK 2007
PAGE 056497-07

FINAL PLAT
GREENFIELD ESTATES

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16 AND
A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15
TOWNSHIP 28 NORTH, RANGE 23 WEST
REPUBLIC, GREENE COUNTY, MISSOURI

OWNER

Mike Cronkhite
Enterprise Developments, LLC
1526 S Enterprise Avenue
Springfield, MO 65804
mike@cronkhitehomes.com
(417)766-3431

PROPERTY DESCRIPTION

BOOK 2023 PAGE 013461-23

BEGINNING AT AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR WITH ALUMINUM CAPPED "LS 2334") MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI; THENCE ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, SOUTH 88°14'24" EAST, A DISTANCE OF 140.45 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670"); THENCE SOUTH 01°45'36" WEST, A DISTANCE OF 39.35 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS-2670") AT A POINT BEING 40.00 FEET SOUTH OF THE CENTERLINE OF FARM ROAD 174 AS IT NOW EXISTS; THENCE SOUTH 46°56'41" WEST, A DISTANCE OF 57.01 FEET TO A SURVEY MONUMENT SET (5/8" IRON REBAR CAPPED "LS 1126") MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 16; THENCE NORTH 88°29'18" WEST, A DISTANCE OF 672.32 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°11'36" WEST, A DISTANCE OF 88.36 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 16; THENCE NORTH 88°29'18" WEST, A DISTANCE OF 672.32 FEET TO AN EXISTING SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS 1126") ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG THE WEST LINE OF SAID EAST HALF, NORTH 01°45'50" EAST, A DISTANCE OF 1331.94 FEET TO AN EXISTING SURVEY MONUMENT (RAILROAD SPIKE) ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 16; THENCE ALONG SAID NORTH LINE, SOUTH 88°30'22" EAST, A DISTANCE OF 670.60 FEET TO THE POINT OF BEGINNING, CONTAINING 23.48 ACRES, BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011), SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

LINE DIMENSIONS FOR EASEMENTS

LINE	BEARING	DISTANCE
L-1	N 01°55' 50" E	28.69'
L-2	S 88°04' 10" E	15.00'
L-3	N 01°55' 50" E	24.67'
L-4	N 46°42' 44" E	31.07'
L-5	N 43°17' 16" W	31.16'
L-6	N 46°42' 44" E	31.07'
L-7	S 43°17' 16" E	31.16'

SITE INFORMATION

Total Area = 23.48 Acres

Total Number Of Lots - 80

Area in Lots 617634.30 sq.ft. (14.17893 acres)

Average Lot Size = 7,720.43 Square Feet

Area in Common Area 74562.50 sq.ft. (1.71172 acres)

Area in Street Right of Way 330619.84 sq.ft. (7.58999 acres)

Density = 3.41 Lots/Acre

Zoning = RI-H High Density Single-Family Residential District

Source of Title BOOK 2023 PAGE 013461-23

This Property Does Not Lie Withing A Flood Hazard Area
As Determined By The Flood Insurance Rate Map Number
29077 C 0314 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes
permitted within the limits of any right of way or drainage
easement.

No structures are to be built between the right of way line
and building setback line.

Minimum Building Setbacks:
Front - 25 Feet
Rear - 25 Feet
Side - 6 Feet
Side Adjacent to Street - 15 Feet

There is A 10' Utility Easement Adjacent To All Street Right Of Way
And Along The Rear Of All Lots.

No Direct Access Permitted From Any Lot To Farm Road 174.

Proposed Street Right of Way Widths:
Bailey Avenue = 80 feet
All other Streets = 50 Feet

Centerline bearings of streets are the
same as adjacent lot lines.

Lot corners are 18" - 5/8" iron pins
with plastic caps (GPS-2010000563)

Permanent monuments are 24" - 5/8" iron
pins with 2" diameter aluminum caps.

5' Wide Sidewalk On One Side Of Street.
Bailey Avenue - West Side
Labrador Avenue - West Side
Timber Oak Street - North Side
Terrier Street - North Side
Shepard Street - North Side
Spaniel Street - South Side
Beagle Street - North Side

ADDITIONAL NOTES

MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE ESTABLISHED
FOR LOT 23 AT 1282.00. (ONE FOOT ABOVE THE ADJACENT
DETENTION OVERFLOW ELEVATION)

OWNERSHIP AND MAINTENANCE OF OPEN SPACE/COMMON AREAS
AND DRAINAGE/DETENTION EASEMENT SHALL BE ESTABLISHED
THROUGH A HOMEOWNERS ASSOCIATION. MAINTENANCE OF ANY
DRAINAGE EASEMENT THAT IS CONTAINED WITHIN A PLATTED
LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

CERTIFICATE OF OWNERSHIP AND DEDICATION

AS OWNER, I, MIKE CRONKHITE, MEMBER OF ENTERPRISE DEVELOPMENTS, LLC
HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED,
MAPPED, AND ALL ACCESS RIGHTS RESERVED AND DEDICATED AS REPRESENTED
ON THE PLAT. HEREBY DEDICATE, GRANT AND CONVEY THE RIGHT-OF-WAY
AND EASEMENTS SHOWN HEREON TO THE CITY OF REPUBLIC. I FURTHERMORE
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.

MIKE CRONKHITE, MEMBER

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE SS.

ON THE _____ DAY OF _____, 2023, BEFORE ME
PERSONALLY APPEARED MIKE CRONKHITE, MEMBER OF ENTERPRISE
DEVELOPMENTS, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT
HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL
AT MY OFFICE IN _____ COUNTY, MISSOURI, THE FIRST
DAY WRITTEN ABOVE.

NOTARY PUBLIC:

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, _____, City Clerk of the City of Republic,
Greene County, Missouri, do hereby certify that the plat of Greenfield
Estates was prepared under my supervision and approved by the City
Council of said City of Republic, and approved by General Ordinance
No. _____ on the _____ day of _____, 2023.

City Clerk

Date

CERTIFICATE OF COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS

I, _____, City Planner of the City of Republic,
Missouri, do hereby certify on the _____ day of _____,
2023 the final plat of Greenfield Estates
conforms to the City of Republic Land Use Regulations, in accordance
with Title IV of the Republic Code of Ordinances.

City Planner

Date

CERTIFICATE OF SURVEY AND ACCURACY

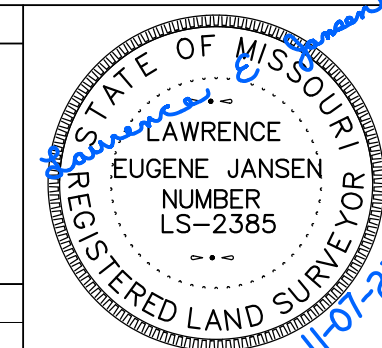
KNOWN ALL MEN BY THESE PRESENTS THAT I, LAWRENCE E. JANSEN, DO HEREBY
DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN
ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER
MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER THE
PERSONAL SUPERVISION OF LAWRENCE E. JANSEN LS 2385 IN ACCORDANCE WITH
THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN
ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF REPUBLIC, MISSOURI.

Lawrence E. Jansen
LAWRENCE E. JANSEN PLS 2385

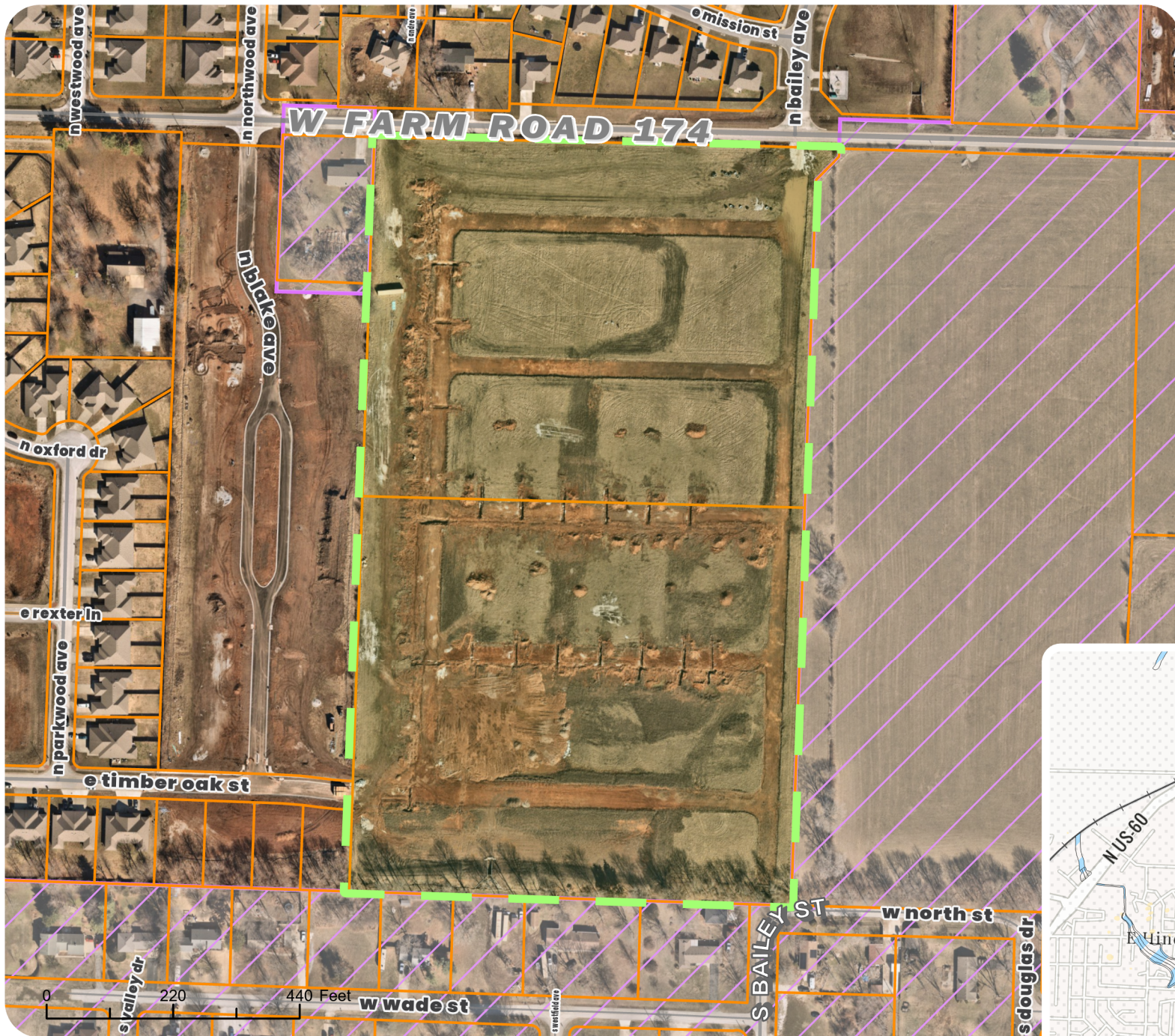
11-07-23
DATE

CLASS OF SURVEY "URBAN"
Permanent monuments
S/B Setback Line
U/E Utility Easement
D/E DRAINAGE EASEMENT

Job No.: 2008-003
Date: 11-07-2023



GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE (417) 883-0300 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563



Owner/Applicant
Enterprise Developments, LLC

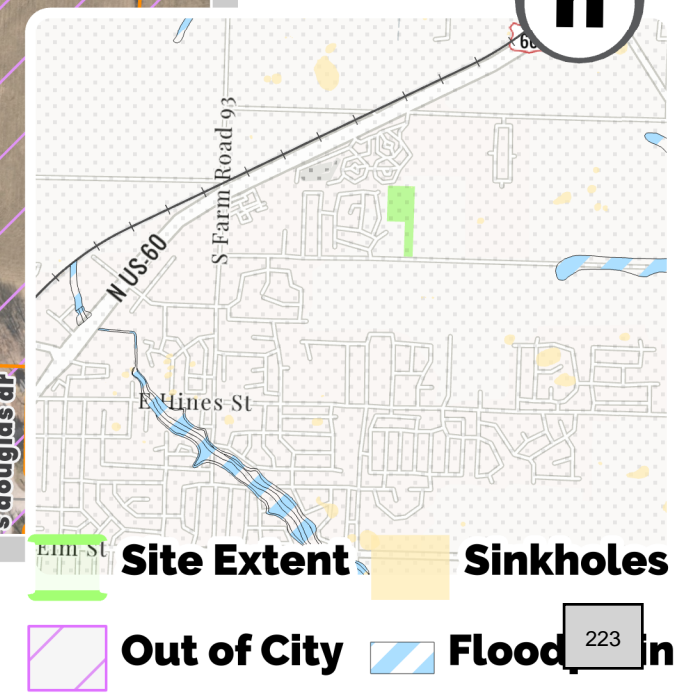
ADDRESS
W FARM ROAD 174

ZONING
R1-H | REQUESTED: N/A

WARD
1

ACREAGE
23.48

TOTAL LOTS
80



FINAL PLAT

SUBD-FNL 23-008 | FINAL PLAT



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-63 A Resolution of the City Council Awarding the Bid for Cleaning, Inspection and As Needed Remediation of Identified Sanitary Sewer Areas to Hydro-Klean LLC.

Submitted By: Andrew Nelson, Assistant City Administrator – Community Development

Date: November 14, 2023

Issue Statement

To award a bid for Sanitary Sewer CCTV & Cleaning to Hydro-Klean LLC.

Discussion and/or Analysis

The City requested bids for Contractor to perform Sanitary Sewer CCTV & Cleaning and received 2 bids, of which Hydro-Klean LLC was the lowest at \$171,056.70. This contractor will be utilized as the City implements I&I reduction strategies throughout the City.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR CLEANING, INSPECTION AND AS NEEDED REMEDIATION OF IDENTIFIED SANITARY SEWER AREAS TO HYDRO-KLEAN, LLC

WHEREAS, the City of Republic, Missouri ("City" and/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, as part of the City's ongoing efforts to reduce inflow and infiltration ("I&I") into the City's wastewater and sewer system, the City is conducting sanitary sewer inspections following the completion of smoke testing that identified basins with abnormally high I&I rates; and

WHEREAS, the City anticipates inspecting, cleaning and remediating as needed a total of approximately 47,500 linear feet of sewers within the identified basins; and

WHEREAS, the City recently published an Invitation for Bids ("IFB") wherein it solicited sealed bids for the inspection, cleaning and as-needed remediation/repair of the identified basins; and

WHEREAS, two bids were received in response to the City's IFB; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to accept the bid submitted by Hydro-Klean, LLC, as it appears to demonstrate the necessary qualifications for a responsible bid and is the lowest cost to the City at an estimated total expenditure of \$171,056.70.

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

Section 1. The submitted bid from Hydro-Klean, LLC, attached as "Exhibit 1" and expressly incorporated herein, is hereby accepted at the estimated cost(s) shown thereon, but in no event to exceed a total of \$185,000 without separate approval from Council.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Sanitary Sewer CCTV, Cleaning, and Repair

SEALED BIDS MUST BE RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:00 P.M. on Thursday October 12th.

Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

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

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

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid on all requested categories, but it is encouraged.
- Bids will be taken to the City Council for approval on **October 17th 2023**. Notice to proceed shall follow no later than October 23rd, 2023. following approval granted by City Council.

DESCRIPTION:

The city is conducting sanitary sewer inspections following the completion of smoke testing in basins with reported high I&I. In total, the city anticipates cleaning and inspecting approximately 47,500 LF of sewers in these basins. Due to fiscal budget limitations, it is anticipated that this work will occur over the fiscal year 2023 and 2024. The work has been broken into three prioritization areas. Final scope of services will be determined based on a combination of prioritization area and unit prices as provided.

The scope of services requested in this RFP is as follows:

Conduct light and heavy sewer cleaning of sewers as shown in Table 1 and Figure 1 to allow for CCTV camera passage. The City has provided a listing of the lines to be cleaned and CCTV inspected and a geodatabase of the characterized sewer system. Table 1 below identifies the approximate lineal feet for each diameter size of sewers that may require cleaning. Bidder shall conduct sewer cleaning in conformance with the National Association of Sewer Services Companies (NASSCO) Pipeline Assessment Certification Program (PACP).

Table 1: Diameter and Length of Sewers to CCTV

Diameter (in)	Length (Ft)
Tier I	
8"	6345
Tier II	
8"	19008
15"	1202
18"	672
Tier III	
8	19822
12	364
Total	47,413

The cleaning equipment shall be a type generally recognized by the trade for the purpose being used and that has proved satisfactory. The equipment shall be capable of removing roots, dirt, grease, rocks, bricks, sand, and other materials and minor obstructions from the sewer pipes and manhole channels.

Light sewer cleaning shall be completed with a high velocity jet-cleaning machine and/or a root cutter and shall be defined as up to three (3) slow passes with a high velocity jet-cleaner and one (1) pass with a root cutter, if needed. Precautions shall be taken to minimize risk of the cleaning operation (equipment) causing damage to pipes being cleaned or damage or flooding to public and/or private property being served by the sewer being cleaned. If the cleaning equipment fails to traverse the entire pipeline section or Bidder believes that the amount of debris present in a pipe segment cannot be removed by light cleaning, Bidder shall attempt to remove the blockage or debris through the use of heavy cleaning and/or mechanical cleaning. If the blockage cannot be removed, City shall be notified. City shall be notified if the time to remove the debris exceeds 25% of the original estimate at the time of discovery. Bidder shall be responsible for transport and disposal of debris. Disposal is available at the City of Republic Wastewater Treatment Plant, located at 915 West Ave for no additional charge.

Bidder shall be able to utilize water from the City's potable water system for cleaning operation but shall be responsible for obtaining a water meter from City for tracking water usage only. City will waive deposit fee and not charge for water used during the project. Contractor is responsible for the Hydrant Meter throughout the life of the project. If meter is not returned, city reserves the right to deduct cost of the meter from final payment.

A backflow preventer will be required unless the Bidder's equipment meets the requirements for Air Gap usage set by the Rules of Department of Natural Resources Division 60 Public Drinking Water Program, Chapter 11- Backflow Prevention 10 CSR 60-11.010.

The Bidder shall use water-reclamation vacuum trucks wherever possible. It is understood that easement work and low daily temperatures may limit the Bidder's ability to reclaim water. Bidder shall notify Owner when conditions do not allow use of the water-reclamation vacuum truck.

City and Bidder shall attend status and progress meetings conducted each month during the work to review progress to date, budget status and summary of findings.

If CCTV camera or ancillary equipment gets trapped inside the sewer, Bidder shall notify Owner. It shall be the Bidder's responsibility to remove the equipment from the sewer and make necessary repairs to pipe, manholes and restoration of the area to its original condition or better at Bidder's own expense. If a full-length CCTV inspection cannot be completed due to a blockage, Bidder shall perform a reverse setup and obtain data for as much of the remaining pipe segment as possible.

All CCTV inspections shall be inspected, coded, and graded following the NASSCO PACP. The final deliverable shall include the following:

1. PACP Access Database
2. PACP Sewer Reports with Scoring
3. PACP Pipe Run (Inspection) and Feature/Defect Photograph Reports
4. CCTV inspection data with viewer in the Inspector's native software (i.e., Granite XP, Pipe Tech, WinCan, etc.)
5. CCTV Video
6. Feature/Defect Photographs
7. Project Summary Report
8. Field Changes Map

City plans to award Base bid, plus any combination of alternates as determined by the city. Therefore, please provide pricing for each, separately.

SCHEDULE:

City intends to take the winning bid to City Council for Approval on October 17th 2023, with Notice to Proceed to follow no later than October 23th 2023. Completion of all bids awarded shall be December 1st, 2023.

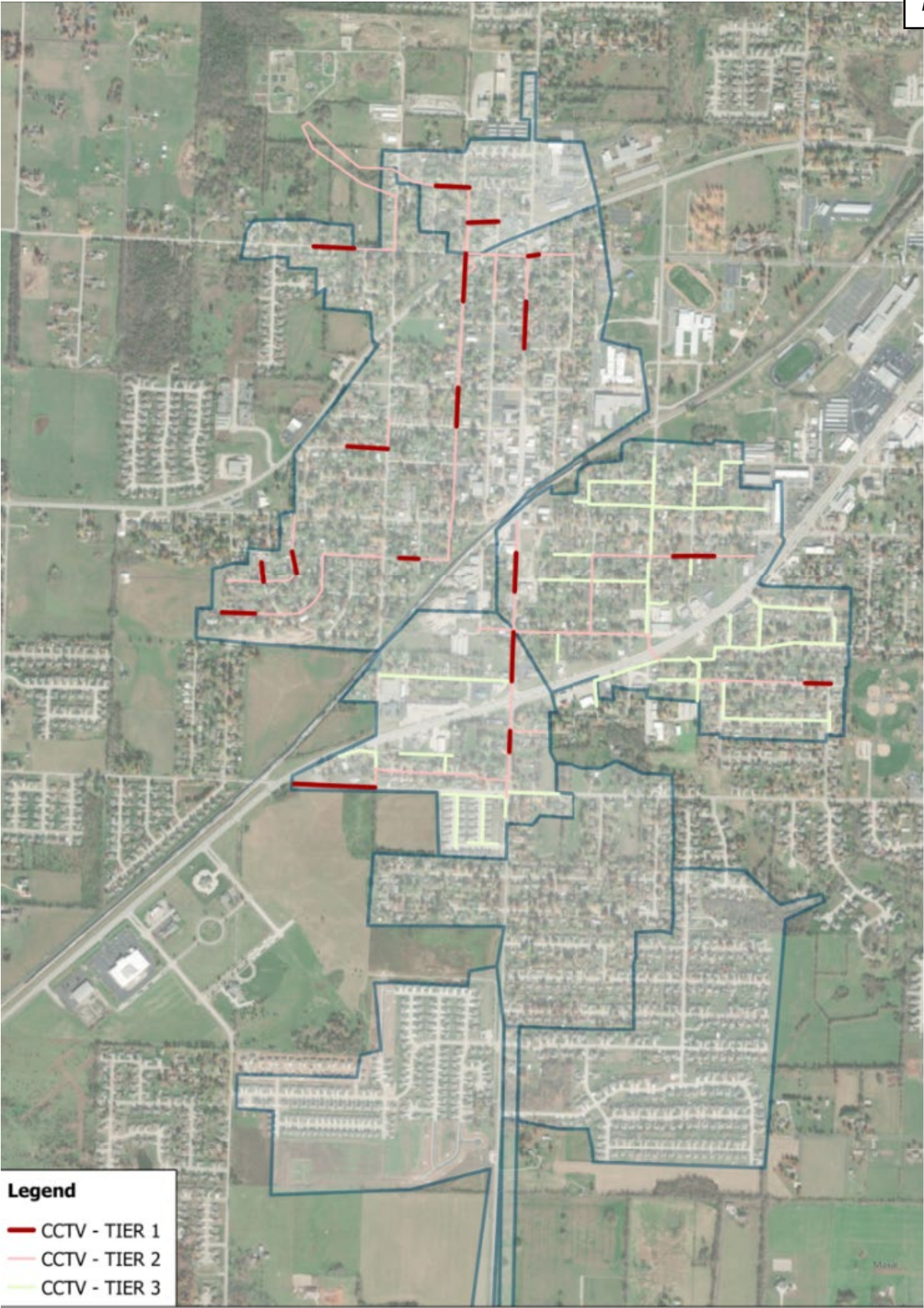
Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
 BUILDS Department, City of Republic
gbrickner@republicmo.com
 (417) 732-3405

Important Notice Regarding Competitive Bidding:

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

Figure 1: CCTV Prioritization Areas



Republic, MO
CCTV & Smoke Testing Extents:
Sanitary Sewer Mains



01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, at 3:00 P.M. on Thursday October 12th. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
 - a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

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

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

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

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

- b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

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

must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

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

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder s accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. E-VERIFY COMPLIANCE REQUIREMENTS: All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

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

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

ATTACHMENT A - BID SUBMISSION FORM

Item 17.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

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

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

<p>City of Republic, Missouri</p> <p>IFB for: Sanitary Sewer CCTV, Cleaning, and Repair</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

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

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

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

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

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

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

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

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

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

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

Item 17.

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

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

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

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

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

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

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

To be submitted with all Bids in response to this IFB

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

_____ We **TAKE** exception to the IFB Documents/Requirements as follows:

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

Company Name _____

ADDENDA

By _____

Offeror acknowledges receipt of the following addendum:

(Authorized Person's Signature)

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

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

Item 17.

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

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

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

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

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

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

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

Issued To:

MISSOURI ID: 12492990

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

Effective Date: 07/11/2002

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

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

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

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

Notice Number: 2017597353

MISSOURI PROJECT EXEMPTION CERTIFICATE

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

EXEMPT ENTITY ISSUING CERTIFICATE

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

MO Tax Exempt I.D. #: 12492990

Contract Date:

Contract #: _____

Project Description: _____

Project Location: _____

Project Completion Date: _____

Auth. Signature: _____

Date: _____

Letter Effective Date:

Certificate Expiration Date:

Revised Expiration Date: _____

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

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

INSTRUCTIONS

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

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

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

Bid Submission Form Template
City of Republic, Missouri

Item 17.

Item Description	Quantity	Unit Rate	Extended Cost	Notes
Cleaning and TV				
8" Light Cleaning	33,881	\$	\$	
8" Heavy Cleaning	11,294	\$	\$	
12" Light Cleaning	364	\$	\$	
15" Light Cleaning	1202	\$	\$	
18" Light Cleaning	672	\$	\$	
Total Bid Cost			\$	

ATTACHMENT A - BID SUBMISSION FORM**BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:**

Description of Work	Price
Prepare the attached "Bid Submission Form Template" to develop unit and extended costs. Confirm description of proposed equipment.	Tier I: <u>\$25,082.41</u>
A Bid Submission form template should be developed for all pricing options/alternatives presented.	Tier II: <u>\$62,986.66</u>
Please note any of the following:	Tier III: <u>\$60,315.86</u>
<ul style="list-style-type: none"> Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	Total Cost: <u>\$148,384.93</u>

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

City of Republic, Missouri IFB for: Sanitary Sewer CCTV, Cleaning, and Repair Republic, MO 65738	Company Legal Name: Hydro-Klean, LLC
	Address: 333 NW 49th Place Des Moines, IA 50313
	Signature: 
	Name and Title: Jill Lomp - Contracts Manager
Telephone: <u>515-283-0500</u> Cellular: <u>515-231-9034</u> Email: <u>jloomp@hksolutionsgroup.com</u>	Dated: <u>10/5/2023</u> Bidder's Federal ID Number: <u>45-2473053</u>

Bid Submission Form Template
City of Republic, Missouri

Item Description	Quantity	Unit Rate	Extended Cost	Notes
Cleaning and TV				
8" Light Cleaning	33,881	\$ 3.21	\$ 108,758.00	Clean and TV combined
8" Heavy Cleaning	11,294	\$ 4.88	\$55,114.72	Clean and TV combined
12" Light Cleaning	364	\$ 3.21	\$ 1,168.44	Clean and TV combined
15" Light Cleaning	1202	\$ 3.21	\$3,858.42	Clean and TV combined
18" Light Cleaning	672	\$ 3.21	\$2,157.12	Clean and TV combined
Total Bid Cost			\$ 171,056.70	

Job Title: Contracts Manager
Reports To: Director of Sales

Date Reviewed: 12/21/21
FLSA: Exempt

Position Overview

Reporting to the Director of Sales, this position will provide support to overall administration of the contracts process for municipal services.

Essential Job Functions

This position requires the performance of a variety of administrative tasks including but not limited to:

- Contracts administration for municipal services
- Process pay applications
- Respond to emails, phone calls, and other forms of correspondence
- Work closely with internal staff and external clients to meet their service needs
- Prepare and distribute reports
- Maintain and update the customer relationship management (CRM) system
- Process quotes and work orders accurately and efficiently
- Work with logistics to schedule jobs in timely manner
- Review invoicing of completed jobs for accuracy
- Assist with time keeping functions of large projects
- Serve as point person for certain third party vendors
- Order and track third party rentals needed for projects
- Build work packets for operations team including all information needed to complete job in accordance with company standards and customer needs
- This position will have the authority to sign contracts on behalf of Hydro-Klean

Requirements

Education: High school diploma or equivalent required. 2-year degree in a related field preferred.

Experience: Experience in an administrative role providing support to Management or Sales Personnel.

Certifications & Licenses: N/A

Travel: N/A

Physical: Use of computer and office equipment. Performs all administrative functions expected at this level.

Other Related Skills & Abilities

Computer skills, including proficiency using Microsoft office suite (Outlook, Word, Excel, Powerpoint)

High level of organization

Strong attention to detail

Strong written and verbal communication skills

Ability to work in a fast-paced environment and adapt to changing conditions

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Polk, State of Iowa, personally appeared Jill Lomp (Name) who is Contracts Manager (Title) of Hydro-Klean, LLC (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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




Signature

Jill Lomp

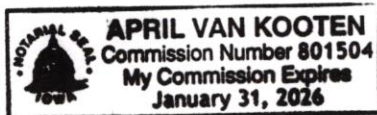
Printed Name

Subscribed and sworn to before me this 20th day of September, 2023.



Notary Public

My commission expires: January 31, 2026



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

To be submitted with all Bids in response to this IFB

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

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

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

Company Name Hydro-Klean, LLC

By 

(Authorized Person's Signature)

Company Address 333 NW 49th Place
Des Moines, IA 50313

Telephone Number 515-283-0500

Fax Number 515-283-0505

Date 9/20/2023

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. NA

Addendum No.

Addendum No.

Addendum No.

Email jlomp@hksolutionsgroup.com

Federal Tax ID No. 45-2473053

DBE Vendor (Yes/No): NO Minority Owned:

Women Owned:

Veteran Owned:

Company ID Number: 107862

Approved by:

Employer Hydro-Klean, LLC.	
Name (Please Type or Print) Patricia A Ripley	Title
Signature Electronically Signed	Date 03/18/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/18/2008

Company ID Number: 107862

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Hydro-Klean, LLC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

9/27/23, 9:25 AM

My Company Profile | E-Verify

 An official website of the United States government [Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Hydro-Klean, LLC.

Company ID

107862

Employer Identification Number (EIN)

452473053

DUNS Number

091378679

NAICS Code

541

Subsector

Doing Business As (DBA) Name

Enrollment Date

Mar 18, 2008

Unique Entity Identifier (UEI)

Total Number of Employees

100 to 499

Sector

Professional, Scientific, and Technical Services

9/27/23, 9:25 AM

My Company Profile | E-Verify

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

[Edit Employer Category](#)

Company Addresses

Physical Address

333 NW 49th Pl.
Des Moines, IA 50313

Mailing Address

Same as Physical Address

Hiring Sites

Number of Sites

10

[Edit Hiring Sites](#)

9/27/23, 9:25 AM

My Company Profile | E-Verify

[Edit Company Addresses](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



<https://everify.uscis.gov/account/company/profile>

3/3

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

HYDRO-KLEAN, LLC

using in Missouri the name

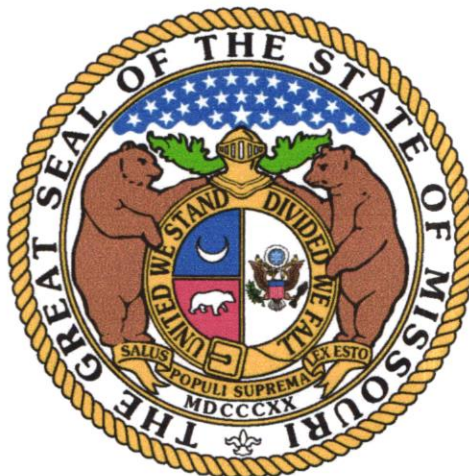
HYDRO-KLEAN, LLC
FL001422832

a IOWA entity was created under the laws of this State on the 5th day of February, 2018, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 2nd day of May, 2023.


Secretary of State

Certification Number: CERT-05022023-0099



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydro-Klean LLC
333 NW 49th Pl.
Des Moines, IA 50313

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Republic
213 N Main Avenue
Republic, MO 65738

BOND AMOUNT: \$ Ten Percent of the Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Sanitary Sewer CCTV, Cleaning, and Repair, Republic, MO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September, 2023

(Witness)

(Witness) Jamie Gifford

Hydro-Klean LLC

(Principal)

(Seal)

(Title)

Jill Long Contracts Manager

Atlantic Specialty Insurance Company

(Surety)

(Seal)

(Title) Sara Huston, Attorney-in-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anne Crowner, Brian M. Deimerly, Cindy Bennett, Craig E. Hansen, Dione R. Young, Jay D. Freiermuth, John Cord, Kate Zanders, Sara Huston, Seth D. Rooker, Tim McCulloh**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

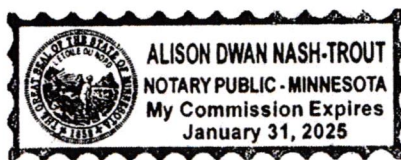
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of September, 2023.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-64 A Resolution of the City Council to Review, Amend, and Approve the Five-Year Capital Program for 2024 through 2028.

Submitted By: David Cameron, City Administrator

Date: November 14, 2023

Issue Statement

Charter Section 7.6 provides for review, amendment and approval of the five-year capital plan reported to Council by the City Administrator. The Capital Plan will serve as a comprehensive capital plan for the ensuing budget year and projecting four additional years.

Discussion and/or Analysis

City staff under the direction of the City Administrator review capital projects as part of the annual budget process. Projects with signed Memorandums of Understanding and/or contracts were not scored but were automatically added to the capital improvement plan and 2024 Capital Budget. The 2024-2028 Capital Improvement Plan funding summary is below:

Department	2024	2025	2026	2027	2028
Parks and Recreation	7,366,899	762,000	762,000	762,000	762,000
BUILDS	56,533,850	42,084,400	42,230,740	26,915,000	100,000
Fire	142,000	18,075,000	0	0	0
Police	336,000	405,800	353,000	255,000	89,000
General Fund	180,000	35,000	40,000	40,000	40,000
Total:	64,558,749	61,364,225	43,387,766	27,974,027	993,028

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL TO REVIEW, AMEND, AND APPROVE THE FIVE-YEAR CAPITAL PROGRAM FOR 2024 THROUGH 2028

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

WHEREAS, Section 7.6 of the City’s Charter requires the City Administrator to prepare and submit to the Mayor and Council a five-year capital plan prior to the final date for submission of the budget, which Council must then review and approve, with or without amendments it sees fit or necessary; and

WHEREAS, the City Administrator has prepared and submitted the proposed five-year Capital Plan for the years 2024 through 2028 (“CIP 2024-2028”) to the Mayor and the Council, for review, amendment (if any), and adoption by Council; and

WHEREAS, following review of the CIP, and reasonable opportunity to make any amendments thereto, the Council hereby adopts CIP 2024-2028, along with any amendments made thereto, and approves the same.

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

Section 1. The five-year capital plan for years 2024 through 2028 is hereby approved, with any amendments made thereto by Council, which are expressly incorporated into CIP 2024-2028 and herein, and adopted, pursuant to Section 2.6 of the City Charter.

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

Section 3. This Resolution shall take effect after passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Capital Improvement Plan *2024-2028*

City of Republic Background

The City of Republic is located next to the City of Springfield, MO. Since 1980, Republic has recognized a growth trend that ranges from 3-5%. The population in 1980 was 4,485; in 1990, the population was 6,448; and in 2000, the population was 9,072. However, in 2007 the City of Republic annexed the Village of Brookline, which geographically doubled the service area of the community. The 2020 Census update has the City Population estimated at 18,000.

What is a Capital Improvement Program?

The City of Republic's 5-Year Capital Improvement Program (CIP) is a multi-year plan for capital investments in the City's infrastructure, facilities, and equipment. It is designed to address the challenges of supporting future infrastructure needs, while also addressing the City's current facility requirements. It includes such items as roads, intersections, sidewalks, public utilities, drainage projects, recreational facilities, buildings, and equipment. A CIP is important because it connects city development, comprehensive plans, and financial plans. Projects within the CIP are intended to reflect the community's values and goals, the overall policy goals of City Council, including existing city-wide long-range plans.

A capital asset is defined as having a useful life of more than one year and a dollar value over \$5,000, such as land and improvements to land, buildings and building improvements, vehicles, machinery, equipment, and sewer, water, and road infrastructures.

The City of Republic has adopted several master plans designed to reflect the long-term needs and goals of each department. These long-term plans are periodically revised and updated to reflect the City's changing needs. The CIP is meant to contain projects that fulfill these long-term needs and goals.

The City of Republic's Charter provides the following in developing the CIP: *"The City Administrator shall prepare and submit to the Mayor and Council a five (5) year capital program prior to the final date for submission of the budget. The Council by resolution shall adopt the capital program with or without amendment on or before the last day of the month of the current fiscal year."*

About the CIP Document

The CIP provides detailed information on the cost and timing of planned projects and is organized into two major sections:

1. **General Government Capital Projects:** These are projects such as sidewalks, Streets, parks, public safety, and general government facilities.
2. **Enterprise Capital Projects.** These are projects funded primarily through revenues generated by enterprise funds such as water, sewer, and storm water.

How are Projects in the CIP Funded?

In general, projects in the CIP are funded through:

1. Net Operating Surplus (revenues minus expenses); and/or
2. Cash reserves (the accumulation of prior periods Net Operating Surpluses); and/or

3. Debt issued for a specific project, such as the Series 2022 Special Obligation Bonds issued to fund a portion of the Wastewater Treatment Plant project; and/or
4. New taxes authorized by the voters.

General Revenue Sales Tax

The City of Republic passed a General Revenue Sales Tax (authorized tax under Rsmo 94.500-94.550) that went into effect in 1982. This one-percent general revenue sales tax does not expire.

Capital Improvement Sales Tax

The City of Republic passed a one-quarter cent (.250%) Capital Improvement Sales Tax (authorized tax under Rsmo 94.577) effective October 1, 2017. The Capital Improvement Sales Tax replaced the one-quarter cent (.250%) Storm Water Sales Tax that was set to sunset on October 6, 2017. This tax will sunset in 2027.

Fire Sales Tax

The City of Republic uses a one-eighth cent (1/8 of 1%) Fire Sales Tax (authorized tax under Rsmo 321.242) that went into effect April 2013. This tax is restricted to funding the Fire Department's equipment and capital expenditures and will sunset in April 2028.

Parks Sales Tax

The City of Republic Parks & Recreation Department uses a one-quarter cent (.250%) Parks Sales Tax (authorized tax under Rsmo 94.575-94.577). This has been used for general operations of the Republic Community Center, as well as community programs and athletic leagues. In addition, the Citizens approved a second one-quarter cent (.250%) Parks Sales Tax to support the construction and maintenance of the Republic Aquatic Center, it can also be used for capital projects, including the construction of new parks and trails. Both taxes were renewed in August 2022 and will sunset in 2049.

Transportation Sales Tax

This fund accounts for the City's one-half cent (.50%) sales tax used to fund transportation-related projects. Examples include construction and maintenance of streets, roads, and sidewalks, to the extent of tax revenues. The Transportation Sales Tax does not expire.

Public Safety Sales Tax

In August 2021, Citizens voted to pass a three-quarter cent (.750%) Public Safety Sales Tax. The Public Safety Sales Tax sunsets in 2042.

Bond Funds

Utility funds (Water and Sewer) may obtain voter approval for bond issues to help finance their capital needs.

Five-Year Capital Improvement Program Request List - 2024-2028

Department	Category	Project	2024	2025	2026	2027	2028
Parks & Recreation	Equipment	Water Heater - Community Center Locker Rooms	\$32,000				
Parks & Recreation	Equipment	Replace Four (4) Heaters in Gym 3	\$6,000				
Parks & Recreation	Equipment	Replace HVAC Unit on West Side of Senior Center	\$5,500				
Parks & Recreation	Equipment	Back-Up Pumps for Existing Aquatic Center	\$15,000				
Parks & Recreation	Equipment	New Mowers		\$37,500		\$40,000	
Parks & Recreation	Equipment	New Mower w/ Trade	\$14,500		\$15,500		\$16,500
Parks & Recreation	Equipment	Shade Structures - Existing Republic Aquatic Center (BOND FUNDED)	\$18,000				
Parks & Recreation	Equipment	Lounge Chairs (140) - RAC Expansion (BOND FUNDED)	\$45,100				
Parks & Recreation	Equipment	Lounge Chairs (30) for Terraces - RAC Expansion (BOND FUNDED)	\$12,500				
Parks & Recreation	Equipment	Replacement Slings for Existing Chairs - RAC Expansion (BOND FUNDED)	\$14,185				
Parks & Recreation	Equipment	Picnic Tables - RAC Expansion (BOND FUNDED)	\$30,000				
Parks & Recreation	Equipment	Misc. Furniture for Terraces/Cabanas - RAC Expansion (BOND FUNDED)	\$18,000				
Parks & Recreation	Equipment	Trashcans - RAC Expansion (BOND FUNDED)	\$9,000				
Parks & Recreation	Equipment	Benches/Adirondack Chairs - RAC Expansion (BOND FUNDED)	\$8,500				
Parks & Recreation	Equipment	Lifeguard Stands - RAC Expansion (BOND FUNDED)	\$10,000				
Parks & Recreation	Equipment	Amenities for New Lifeguard Room - RAC Expansion (BOND FUNDED)	\$6,000				
Parks & Recreation	Equipment	IT Equipment & Sensitive - RAC Expansion (BOND FUNDED)	\$33,000				
Parks & Recreation	Equipment	Facility Signage - RAC Expansion (BOND FUNDED)	\$50,000				
Parks & Recreation	Equipment	Food Truck for Second Concession - RAC Expansion (BOND FUNDED)	\$50,000				
Parks & Recreation	Equipment	Misc. Concession Equipment - RAC Expansion (BOND FUNDED)	\$8,000				
Parks & Recreation	Equipment	Sound System Reno/Add - RAC Expansion (BOND FUNDED)	\$30,000				
Parks & Recreation	Equipment	Misc. Equipment & Décor - RAC Expansion (BOND FUNDED)	\$7,500				
Parks & Recreation	Equipment	FFE for JR Martin Park Event Space (BOND FUNDED)	\$150,000	\$50,000			
Parks & Recreation	Equipment	FFE for Athletic Complex Project (BOND FUNDED)		\$500,000	\$500,000		
Parks & Recreation	Equipment	Admin/Rec Vehicle			\$35,000		\$38,500
Parks & Recreation	Equipment	Park Maintenance Fleet		\$40,000		\$42,500	
Parks & Recreation	Equipment	Facility Maintenance Fleet			\$35,000		\$38,500
Parks & Recreation	Equipment	Utility Vehicles - Athletic Complex			\$70,000		
Parks & Recreation	Equipment	Utility Vehicles - Park Maintenance		\$35,000		\$37,500	
Parks & Recreation	Special Projects	Refinish/Repair Current Slides at Republic Aquatic Center	\$34,000				
Parks & Recreation	Special Projects	New Tennis Court/Pickleball Facility in Miller Park	\$630,000				
Parks & Recreation	Special Projects	Miller Park Restrooms - Remodel of Saddle Club	\$150,000				
Parks & Recreation	Special Projects	Dog Park (Construction, Amenities)	\$75,000				
Parks & Recreation	Special Projects	Miller Park Trail - Reroute Around Expansion	\$20,000				
Parks & Recreation	Special Projects	Greenhouses (Tower & Till Garden)	\$15,000				
Parks & Recreation	Special Projects	Upgrades to Disc Golf Course	\$15,000				
Parks & Recreation	Special Projects	Cox Parking Lot Expansion - RAC Expansion (BOND FUNDED)	\$50,000				
Parks & Recreation	Special Projects	Remodel of Existing Aquatic Center Entry - RAC Expansion (BOND FUNDED)	\$33,215				
Parks & Recreation	Special Projects	Landscaping Upgrades - RAC Expansion (BOND FUNDED)	\$12,000				
Parks & Recreation	Special Projects	RAC Expansion Project (BOND FUNDED)	\$4,096,680				
Parks & Recreation	Special Projects	J.R. Martin Park Event Space Project (BOND FUNDED)	\$1,483,958				
Parks & Recreation	Special Projects	Athletic Complex Project (BOND FUNDED)	\$129,261	\$4,500,000	\$4,500,000		
Parks & Recreation	Special Projects	Additional Rec Office Space (Remodel of Alcove)		\$200,000			
Parks & Recreation	Special Projects	Community Center Rear Asphalt Drive		\$30,000			
Parks & Recreation	Special Projects	Replace J.R. Martin Park Playground		\$250,000			
Parks & Recreation	Special Projects	Miller Park Drive Repair and Overlay		\$55,000			
Parks & Recreation	Special Projects	Community Center Reseal and Tuckpoint of Building				\$65,000	
Parks & Recreation	Special Projects	Brookline Park Storage/Bathrooms				\$175,000	



Parks & Recreation	Special Projects	Refinish and Repaint Community Center BB Courts					\$45,000	
Parks & Recreation	Special Projects	Owen Park Parking Lot/Pavilion/Restrooms					\$175,000	
Parks & Recreation	Special Projects	Replace Brookline Park Playground					\$250,000	
Parks & Recreation	Special Projects	Replace Miller Park Playground					\$250,000	
Parks & Recreation	Special Projects	Parking Lot Expansions/Formalization (Miller Park, Bervin White)					\$200,000	
Parks & Recreation	Special Projects	ADA Upgrades	\$50,000					
Parks & Recreation	Special Projects	General Asphalt Repairs (Parking Lots, Trails)		\$50,000	\$50,000	\$50,000	\$75,000	\$75,000
Total Capital Improvement Requests - Parks & Recreation:			\$7,366,899	\$5,747,500	\$5,205,500	\$1,355,000	\$168,500	

Department	Category	Project	2024	2025	2026	2027	2028
BUILDS	Equipment	Streets - Capital Vehicles	\$ 100,000				
BUILDS	Equipment	Wastewater - Capital Vehicles	\$ 250,000				
BUILDS	Equipment	Wastewater - Capital Equipment	\$ 10,000				
BUILDS	Special Projects	Stormwater Improvements		\$ 250,000			
BUILDS	Special Projects	Manhole Linings (I&I)		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
BUILDS	Special Projects	FM 112 I&I Reduction (CIP 4)		\$ 280,000			
BUILDS	Special Projects	Lift Station 4 Improvement (CIP 3)		\$ 1,000,000			
BUILDS	Special Projects	Water Main Extension Near Destiny Church		\$ 74,000			
BUILDS	Special Projects	Water Main Addition on Alexander Avenue		\$ 43,400			
BUILDS	Special Projects	Intersection Improvements at Hines Street and Highway ZZ (CIST Fund)			\$ 1,500,000		
BUILDS	Special Projects	Street Micro Sealing		\$ 50,000			
BUILDS	Special Projects	FM 109 I&I Reduction (CIP 2)		\$ 1,323,000			
BUILDS	Special Projects	FM 115 I&I Reduction (CIP 5)		\$ 1,440,500			
BUILDS	Special Projects	FM 108 Linear Improvements (CIP 15)		\$ 1,523,500			
BUILDS	Special Projects	Woodland Park Linear Improvements (CIP 12)		\$ 1,500,000			
BUILDS	Special Projects	Add Curb and Gutter Along Rosewood Street			\$ 520,000		
BUILDS	Special Projects	Improvements Along Illinois Avenue			\$ 1,510,740		
BUILDS	Special Projects	Intersection Improvements at MO-174 and Main Street			\$ 500,000		
BUILDS	Special Projects	Intersection Improvements at US Highway 60 and Main Street			\$ 750,000		
BUILDS	Special Projects	Paving - College Avenue, Berry Street			\$ 250,000		
BUILDS	Special Projects	Extend Sewer/Water to Wilson's Creek National Battlefield				\$ 7,000,000	
BUILDS	Special Projects	Extend Water Mains to Wilson's Creek National Battlefield				\$ 615,000	
BUILDS	Special Projects	Bailey Avenue Extension		\$ 300,000			
BUILDS	Special Projects	Various Water Main Improvements		\$ 200,000	\$ 100,000	\$ 200,000	
BUILDS	Special Projects	Brookline Direct Sewer Improvements (CIP 9)			\$ 7,000,000	\$ 6,000,000	
BUILDS	Special Projects	Highway MM 5-Lane Expansion	\$ 1,300,000	\$ 4,000,000			
BUILDS	Special Projects	Republic Commons	\$ 350,000				
BUILDS	Special Projects	Shuyler Creek Trail	\$ 2,000,000				
BUILDS	Special Projects	Commercial Street Widening	\$ 600,000				
BUILDS	Special Projects	WWTP Blending	\$ 12,292,400				
BUILDS	Special Projects	WWTP CIP#6	\$ 4,131,050				
BUILDS	Special Projects	WWTP CIP#7	\$ 5,000,400				
BUILDS	Special Projects	WWTP Upgrade	\$ 30,500,000	\$ 30,000,000	\$ 30,000,000	\$ 13,000,000	
Total Capital Improvement Requests - BUILDS			\$ 56,533,850	\$ 42,084,400	\$ 42,230,740	\$ 26,915,000	\$ 100,000



Department	Category	Project	2024	2025	2026	2027
IT 155	Equipment		\$ 35,000			
IT 155	Equipment	Yearly Computer Upgrades	\$ 35,000	\$ 35,000	\$ 40,000	\$ 40,000
IT 155	Equipment	Server Upgrades	\$ 110,000			
Total Capital Improvement Requests - BUILDS			\$ 180,000	\$ 35,000	\$ 40,000	\$ 40,000

Department	Category	Project	2024	2025	2026	2027	2028
Fire 320	Equipment	Replacement Fire Gear	\$ 20,000				
Fire 320	Equipment	Training Chief Vehicle		\$ 75,000			
Fire 320	Equipment	New Loose Firefighting Equipment	\$ 52,000				
Fire 350	Special Projects	New Fire Station #3	\$ 70,000	\$ 18,000,000			
Total Capital Improvement Requests - Fire			\$ 142,000	\$ 18,075,000	\$ -	\$ -	\$ -



Department	Category	Project	2024	2025	2026	2027	2028
Police	Building	Exterior building envelope- brick, block, EFIS cleaning, repair, tuck pointing, caulking, and sealing.		\$ 42,000			
Police	Building	Repair fascia and gutters			\$ 20,000		
Police	Equipment	Fitness and Wellness Gym Equipment					
Police	Equipment	Admin Offices Furniture Replacement	\$ 20,000				
Police	Equipment	Total Station for Crashes/Crime Scenes			\$ 20,000		
Police	Equipment	Stationary Automated License Plate Readers - annual cost	\$ 6,000				
Police	Equipment	New Tasers and Accessories	\$ 50,000	\$ 49,800			
Police	Equipment	Police Recon Electric Power Bicycles			\$ 15,000		
Police	Equipment	Security Bollards - Front of Police Headquarters		\$ 5,000			
Police	Equipment	Patrol Vehicle Push Bumpers	\$ 15,000	\$ 39,000			
Police	Equipment	WatchGuard Server Upgrade					\$ 40,000
Police	Equipment	Police Drone	\$ 20,000	\$ 20,000			
Police	Equipment	Covered Trailer for Side by Side		\$ 15,000			
Police	Equipment	Repair three Flag Poles			\$ 8,000		
Police	Equipment	Thermal Imagers			\$ 5,000		
Police	Equipment	Crime Scene Vehicle/Command Post					\$ 49,000
Police	Equipment	MILO Training System			\$ 40,000		
Police	CIST	3 Police Vehicles with equipment	\$ 225,000	\$ 235,000	\$ 245,000	\$ 255,000	
Total Capital Improvement Requests - Police:			\$ 336,000	\$ 405,800	\$ 353,000	\$ 255,000	\$ 89,000



Total Capital Improvement Requests by Year:

2024	2025	2026	2027	2028
\$64,558,749	\$66,347,700	\$47,829,240	\$28,565,000	\$397,500



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-65 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company to be the Exclusive Beverage Provider to the City at Recreational Facilities and Park Related Activities.

Submitted By: Garrett Cline, Recreation Superintendent (Athletics & Aquatics)

Date: November 14, 2023

Issue Statement

A Resolution awarding the bid to Ozarks Coca Cola Dr. Pepper Bottling Company, as the Exclusive Beverage Provider of Republic Parks & Recreation.

Discussion and/or Analysis

Republic Parks & Recreation has acquired bids for the opportunity to be the Exclusive Beverage Provider for all programming and special events. The bids have been submitted for a 3-year period, 2024-2026. Ozarks Coca Cola Dr. Pepper Bottling Company is the lowest bidder and has been selected as the bid winner.

Recommended Action

Staff is recommending approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY TO BE THE EXCLUSIVE BEVERAGE PROVIDER FOR EVENTS AND RELATED ACTIVITIES HOSTED OR PRESENTED BY THE CITY'S PARKS AND RECREATION DEPARTMENT

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

WHEREAS, the City solicited sealed proposals through a Request for Proposals ("RFP") for a vendor to serve as the exclusive beverage provider for events and related activities hosted and/or presented by the City's Parks and Recreation Department ("Project"); and

WHEREAS, two (2) vendors submitted responsive proposals for the Project, both proposals being filed with and maintained by the City Clerk; and

WHEREAS, City staff recommends approval of the proposal submitted by Ozarks Coca-Cola/Dr. Pepper Bottling Company, as it appears to be the lowest responsible bid for the Project; and

WHEREAS, after hearing presentation and remarks by staff, and based upon staff recommendations and the Council's review of the each proposal submitted, the Council finds that the Project should be awarded to Ozarks Coca-Cola/Dr. Pepper Bottling Company, at the price(s) shown on its submitted proposal.

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

Section 1: The City Administrator or designee, on behalf of the City of Republic, is authorized to enter into an Agreement with Ozarks Coca-Cola/Dr. Pepper Bottling Company, for the Project, at the price(s) shown in its submitted proposal.

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

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

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

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

Megan McCullough, City Attorney

Agency Name City of Republic
Bid Number RFP-002-2023/GC



Exclusive Beverage Provider

	Carbonated Beverages 20 Oz. Unit Price	Water Unit Price	Sports Drinks (Powerade/Gatorade) Unit Price
Coca-Cola	\$0.60	\$0.45	\$0.73
Pepsi Co.	\$0.87	\$0.60	\$0.87



City of Republic - Request for Proposal

Exclusive Beverage Provider 2024-2026

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO **2:00 P.M. On Wednesday, November 1, 2023.**

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

- Bids will be opened by the buyer at REPUBLIC CITY HALL AT **2:00 P.M. On Wednesday, November 1, 2023.**
- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the **Request for Proposal (RFP) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- DELIVERY: F.O.B. DESTINATION - The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

DESCRIPTION

See attached Request for Proposals, General Conditions, Specifications, and Bid Form for detailed information.

Inquiries - All inquiries for information should be directed to:

Chris Arnold

Phone: 417-732-3500

Email: carnold@republicmo.com

It is the intent of the City that this Request for Proposal promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the City contact listed above not later than three (3) days prior to the bid opening date.

INSTRUCTION TO BIDDERS

01. **Opening Location:** The Bid will be opened at the Republic City Hall 213 N. Main at 2:00 P.M. On Wednesday, November 1, 2023. All bidders or their representatives are invited to attend the opening of the RFP.
02. **RFP Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to Republic City Hall.
 - Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - Arrangements may be made for their return at the bidder's request and expense.
 - Bids may be mailed to Republic City Hall and accepted if the signed bid form and required information was mailed and received prior to the due date and time.
 - Bids sent by email will not be accepted.

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

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

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual).
- Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - The signer shall have the authority to bind the company to the submitted Bid.
 - Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
 - Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda:** Each bidder shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents.
- Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the listed City contact in writing or through email.
 - The City of Republic shall not be responsible for oral interpretations given by any City employee, representative, or others.
 - The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - It shall be the responsibility of each bidder, prior to submitting their Bid, to contact listed City contact with questions or inquiries.
06. **RFP Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding firms and the City will not reimburse for any expenses incurred in preparing responses to this request.
07. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the RFP. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 45 days to sell to the City the goods or services set forth in the RFP, until one or more of the Bids have been accepted by the City.

08. **Responsive and Responsible Bidder:** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Proposal. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility.
- a. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The cost of any audit will be paid by the City.
 - b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order.
- a. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after the date of the bid opening.
13. **Ethical Standards:** With respect to this RFP, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion:** By offering a submission to this Request for Proposal, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFP whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFP:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee
 exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
- a. In no event shall the City be liable for special, indirect, liquidated, incidental, or consequential

damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The City is not allowed and will not agree to indemnify a company.

17. **RFP Forms, Variances, and Alternates:** Bids must be submitted on attached City RFP forms, although additional information may be attached.
 - a. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance.
 - b. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made.
 - c. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids.
 - a. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid.
 - b. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
22. **Prices:** Bid give both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that Seller, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from Sellers location to a specified location in the City of Republic, MO 65738. Buyer shall not take title to the materials or equipment until it is delivered and accepted by Buyer at the address specified within the City of Republic.
 - c. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.
23. **Discounts:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.
 - a. The price as shown on the Bid shall be the price used in determining award(s).
24. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this RFP are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
25. **Deviations to Specifications and Requirements:** When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or

equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.

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

26. Samples (if required): (NOT APPLICABLE)

27. Quality Guaranty: If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same.

- a. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

28. Quality Terms: The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

29. Tax-Exempt: The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990. If the bidder believes he City would be responsible for any taxes, those must be specifically listed in the bid along with the amount of the taxes.

30. Awards:

- a. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

31. Authorized Product Representation: The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product.

- a. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

32. Regulations: It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

33. Termination of Award: Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award.

- a. Any Bid may be rejected in whole or in part for any reason by the City.

34. Royalties and Patents: The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.

- a. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

35. Equal Employment Opportunity Clause: The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

36. Nonresident/Foreign Vendors: The Vendor shall procure and maintain during the life of this contract:

- a. If the Vendor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
37. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Request for Proposal.
38. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
39. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.
40. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
41. **Inspection and Acceptance:** No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement.
 - b. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.
42. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed in whole or in part from Federal funds, then this contract shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this Contract. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this Contract, the Vendor and all SubVendors shall pay the greater of the wages required under either law.
43. **Jurisdiction and Venue:** This RFP and any Agreement required under it, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.
44. **Conflict of Interest:** In participating in this RFP and accepting an Agreement, Vendor certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
45. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
46. **Terms:** The City intends to award a contract based on the bid that, in the City's sole discretion, best meets the interests and requirements of the City. The City reserves the right in the City's sole discretion to reject any and all bids, to waive technicalities or deficiencies in any or all bids, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bid process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the bid or any submissions by any firm. This bid does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

**CITY OF REPUBLIC
REQUEST FOR PROPOSAL
EXCLUSIVE BEVERAGE PROVIDER**

SPECIFICATIONS

OVERVIEW

The Republic Parks & Recreation Department is requesting proposals from qualified vendors interested in servicing the City of Republic's need for an exclusive beverage provider. Beverages to be provided are non-alcoholic and include carbonated drinks, non-carbonated drinks, water, and sport beverages. The chosen vendor will be awarded an exclusive contract to be the beverage provider for all Republic Parks & Recreation Department managed facilities and events.

The Republic Parks & Recreation Department is seeking a service contract to take effect on January 1, 2021 for three years until period ending December 31, 2023. The Republic Parks & Recreation Department's major facilities include, but are not limited to, the Republic Community Center, Republic Aquatic Center, Republic Activities Building, Garoutte Field, The Amp @ J.R. Martin Park, and the Bervin White Memorial Baseball/Softball Complex.

The Republic Parks & Recreation Department isn't seeking anything in the way of an initial sponsorship donation of money or equipment such as scoreboards, etc. In addition, the Republic Parks & Recreation Department is not seeking any sort of annual sponsorship donation. It is the goal of this RFP to have qualified vendors submit their lowest, per unit price possible without having to consider recouping any sort of sponsorship donations.

ANNUAL CASE VOLUME

During the last three years, the Republic Parks & Recreation Department has averaged ordering an estimated 2000 - 2500 cases of product for resale at concession stands or at special events.

VENDING MACHINES

The Republic Parks & Recreation Department services (stocks and collects monies) all vending machines located at Parks & Recreation Department facilities. The exclusive beverage provider must be able to provide timely repair service on all vending machines.

NECESSARY EQUIPMENT, ETC. PROVIDED BY EXCLUSIVE BEVERAGE PROVIDER

A listing of equipment, vending machines, and menu sign boards the Republic Parks & Recreation Department must have from the exclusive beverage provider is available in Exhibit A. **In addition, the Republic Parks & Recreation Department will also need items such as concession trailers and artic coolers (rolling cooler carts for outdoor use at special events) for use at special events throughout the year (8-10 times annually).**

PROPOSAL REQUIREMENTS

1. Vendor's completion and execution of the RFP.
2. Agree to three (3) year period of service contract.
3. Agree to provide equipment, etc. as listed in Exhibit A.
4. Provide complete listing of products available including pricing.
5. Provide maximum pricing percentage increase per year.
6. Provide a minimum of three references from similar type customers.

**CITY OF REPUBLIC
REQUEST FOR PROPOSAL
EXCLUSIVE BEVERAGE PROVIDER**

RFP (2024-26' Exclusive Beverage Provider)

Exhibit A

Listing of Equipment & Vending Machines to Be Provided and Maintained by Beverage Provider

Facility	Address	Single Door Cooler	Large Double Door Cooler	Menu Board	Vending Machine - Serviced by City*	
Republic Activities Building	711 E. Miller Road	1			1	
Republic Community Center	711 E. Miller Road		1	1	2	
Republic Aquatic Center	711 E. Miller Road	2	3	1		
Bervin White BB/SB Complex	711 E. Miller Road	1	1	3	1	

* Repair service needed by beverage company only. Machine is regularly attended to (stocked, money pulled, etc.) by Republic Parks & Recreation Department.

** Full service to machine required by beverage company including repair, stocking, money handling, etc. City of Republic to get % of gross sales.

CITY OF REPUBLIC
RFP - EXCLUSIVE BEVERAGE PROVIDER
RESPONSE SHEET

Pursuant to and in accordance with the above state Request for Proposal, the undersigned hereby declares that they have examined the RFP documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their proposal is accepted to furnish the item(s) submitted below, including delivery to Republic, Missouri, in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

RFP (2024-26' Exclusive Beverage Provider)

Beverage Company Response Sheet

Company Name:
OZARKS COCA-COLA DR PEPPER
Point of Contact:
MARK GLENN


Telephone: 417-865-9900
Email: mglen@coacolaozarks.com

Proposal Requirements	Yes	No
Agree to Three (3) Year Term	✓	
Agree to Provide & Maintain Equipment Listed in Exhibit A	✓	
Agree to Provide & Maintain Vending Machines Listed in Exhibit A	✓	
Provided Complete Listing of All Products Sold & Pricing	✓	
Provided References of Similar Type Customers	✓	
Provided Maximum Pricing Percentage Increase Per Year	✓	

Bulk Order Products	Size	Unit Price
Carbonated Beverages	20 Ounce	\$0.60
Water	20 Ounce	\$0.45
Sport Drinks (Powerade, Gatorade, Etc.)	20 Ounce	\$0.73
Other Products*	Attach	Attach

Maximum Pricing % Increase Per Each Year (If Taken)	3%
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* Please provide a complete listing of all available products sold and pricing on a separate document.

Signature of Contact/Authorized Representative


REFERENCES

COMPANY NAME: OZARKS COCA-COLA-DR PEPPER

Provide a listing of at least three (3) references for whom the Bidder has provided similar services of the same size and scope for an organization within the last five (5) years. The following format should be used:

1. COMPANY NAME: SPRINGFIELD GREENE COUNTY PARK BOARD
 ADDRESS: 1923 N NEWELL
Springfield MO 65803
 CONTACT PERSON: ROBERT UCKELE
 TELEPHONE: (417) - 988 - 6460
 FAX: (417) - 864 - 1324
 E-MAIL: ruckele@springfieldmo.gov

2. COMPANY NAME: NIXA PARKS & REC
 ADDRESS: 701 N TAYLOR WAY
Nixa MO 65714
 CONTACT PERSON: MATT CROUSE
 TELEPHONE: (417) - 724 - 5723
 FAX: (417) - 724 - 5688
 E-MAIL: mcrouse@nixa.com

3. COMPANY NAME: OZARK CITY PARK
 ADDRESS: 1530 W JACKSON
OZARK MO 65721
 CONTACT PERSON: MARISSA HODGES
 TELEPHONE: (417) - 581 - 7002
 FAX: (417) - 581 - 8599
 E-MAIL: marissah@ozarkmissouri.com

CITY OF REPUBLIC
RFP – Exclusive Beverage Provider

To be submitted with vendor's Proposal

☒ We **DO NOT** take exception to the RFP Documents/Requirements.

☐ We **TAKE** exception to the RFP Documents/Requirements as follows:

Entire Proposal Packet shall be returned to City of Republic, City Clerk, Proposal Enclosed: Exclusive Beverage Provider, 213 N. Main Avenue, Republic, MO 65738.

- Vendor's completion and execution is required.
- Vendor, if awarded contract, must submit documentation of enrollment in E-Verify program.
- Proposals shall be submitted on the forms provided and must be manually signed by individual authorized to legally bind the company.
- Proposals received after the opening date and time will be rejected.

The undersigned affirms they are in receipt of all Proposal specifications and instructions, and are familiar with the work proposed. The Proposal attached hereto represents the total cost to the City of Republic, inclusive of all applicable taxes and fees for the specified work. Vendor acknowledges that proposals withdrawn within 30 days of Proposal opening will result in their firm being registered as an irresponsible Vendor by the City of Republic.

Company Name _____ ADDENDA

By _____ Vendor acknowledges receipt of the following addendum:
 (Authorized Person's Signature)

 (Print or type name and title of signer)

Company Address:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Telephone Number _____

Addendum No. _____ Date _____

FAX: _____

Addendum No. _____ Date _____

Date _____

Email _____

Federal Tax ID No. _____

Starting	Thru	Item #	Description	Price
1/1/2024	12/31/2024	155186	10.10ZPLBTN1X12 TUM-E YUM BGBRRYBLST-KO	9.85
1/1/2024	12/31/2024	155183	10.10ZPLBTN1X12 TUM-E YUM EDGYORGBRST-K	9.85
1/1/2024	12/31/2024	155259	10.10ZPLBTN1X12 TUM-E YUM EPC APL FLP-K	9.85
1/1/2024	12/31/2024	155185	10.10ZPLBTN1X12 TUM-E YUM RDRSPBRRYZNG-	9.85
1/1/2024	12/31/2024	155184	10.10ZPLBTN1X12 TUM-E YUMFRTPNCHPRTY-KO	9.85
1/1/2024	12/31/2024	124580	10OZPLBTN1X24 MM JTG APL JC 100	18.40
1/1/2024	12/31/2024	124581	10OZPLBTN1X24 MM JTG ORG JC 100	18.40
1/1/2024	12/31/2024	116149	12OZALCNN12X2 BARQS ROOT BEER FRID	9.82
1/1/2024	12/31/2024	117674	12OZALCNN12X2 C DRY GIN ALE-CS FRID	9.82
1/1/2024	12/31/2024	116305	12OZALCNN12X2 CHERRY COKE FRID	9.82
1/1/2024	12/31/2024	121750	12OZALCNN12X2 COCA COLA ZERO SUGAR FRID	9.82
1/1/2024	12/31/2024	157096	12OZALCNN12X2 COCA-COLA CHRY VAN FRID	9.82
1/1/2024	12/31/2024	125491	12OZALCNN12X2 COKE CHRY ZERO FRID	9.82
1/1/2024	12/31/2024	115583	12OZALCNN12X2 COKE FRID	9.82
1/1/2024	12/31/2024	133251	12OZALCNN12X2 DR PEPPER CHERRY-CS FRID	9.82
1/1/2024	12/31/2024	157210	12OZALCNN12X2 DR PEPPER CRM SODA-CS FRID	9.82
1/1/2024	12/31/2024	412092	12OZALCNN12X2 DR PEPPER STRAW & CRM	9.82
1/1/2024	12/31/2024	412091	12OZALCNN12X2 DR PEPPER ZERO STRAW&CR	9.82
1/1/2024	12/31/2024	117603	12OZALCNN12X2 DR PEPPER-CS FRID	9.82
1/1/2024	12/31/2024	115584	12OZALCNN12X2 DT COKE FRID	9.82
1/1/2024	12/31/2024	133257	12OZALCNN12X2 DT DR PEPPER CHRY-CS FRID	9.82
1/1/2024	12/31/2024	117604	12OZALCNN12X2 DT DR PEPPER-CS FRID	9.82
1/1/2024	12/31/2024	116151	12OZALCNN12X2 FANTA ORG FRID	9.82
1/1/2024	12/31/2024	116307	12OZALCNN12X2 FRESCA FRID	9.82
1/1/2024	12/31/2024	116150	12OZALCNN12X2 MELLO YELLO FRID	9.82
1/1/2024	12/31/2024	116309	12OZALCNN12X2 PIBB XTRA FRID	9.82
1/1/2024	12/31/2024	115586	12OZALCNN12X2 SPRITE FRID	9.82
1/1/2024	12/31/2024	411934	12OZALCNN12X2 SPRITE LYMONADE LEGACY	9.82
1/1/2024	12/31/2024	411628	12OZALCNN12X2 SPRITE WNTR SPCDCRNZROS	9.82
1/1/2024	12/31/2024	119791	12OZALCNN12X2 SPRITE ZERO FRID	9.82
1/1/2024	12/31/2024	117713	12OZALCNN12X2 SQUIRT-CS FRID	9.82
1/1/2024	12/31/2024	116662	12OZALCNN12X2 VANILLA COKE FRID	9.82
1/1/2024	12/31/2024	100278	12OZALCNN6X4 COKE	9.82
1/1/2024	12/31/2024	117634	12OZALCNN6X4 DR PEPPER-CS	9.82
1/1/2024	12/31/2024	100281	12OZALCNN6X4 DT COKE	9.82
1/1/2024	12/31/2024	117640	12OZALCNN6X4 DT DR PEPPER-CS	9.82
1/1/2024	12/31/2024	100287	12OZALCNN6X4 SPRITE	9.82
1/1/2024	12/31/2024	410197	12OZALCNN8X3 AHA BLACKBERRY LEMON	12.02
1/1/2024	12/31/2024	157375	12OZALCNN8X3 AHA BLBRY PMGRNT-KO PBW	12.02
1/1/2024	12/31/2024	157376	12OZALCNN8X3 AHA LIME WTRMLN-KO PBW	12.02
1/1/2024	12/31/2024	157373	12OZALCNN8X3 AHA ORG GRPFRT-KO PBW	12.02
1/1/2024	12/31/2024	410195	12OZALCNN8X3 AHA PINEAPPLE PASSFRUIT	12.02
1/1/2024	12/31/2024	134720	12OZGLBTN1X24 BARQS ROOT BEER	25.30
1/1/2024	12/31/2024	151230	12OZGLBTN4X6 D PEPPER PURE SUG-CS	25.30
1/1/2024	12/31/2024	154900	12OZPLBTN1X24 MM JTG APL JC 100	29.85
1/1/2024	12/31/2024	154914	12OZPLBTN1X24 MM JTG CRAN APL RASB	29.85

1/1/2024	12/31/2024	154915	12OZPLBTN1X24 MM JTG CRAN GRP (NEC)	29.85
1/1/2024	12/31/2024	154898	12OZPLBTN1X24 MM JTG ORG JC 100	29.85
1/1/2024	12/31/2024	154899	12OZPLBTN1X24 MM JTG PINE ORG JC 100	29.85
1/1/2024	12/31/2024	154910	12OZPLBTN1X24 MM JTG TROP (NEC)	29.85
1/1/2024	12/31/2024	135450	12OZPLBTN8X3 DASANI BAND	9.22
1/1/2024	12/31/2024	412451	13.7Z/PLBTN1X12 DNKN DNTS CARL ICED COF	25.62
1/1/2024	12/31/2024	152921	13.7Z/PLBTN1X12 DUNKIN DNTS FR VAN ICD CF	25.62
1/1/2024	12/31/2024	152922	13.7Z/PLBTN1X12 DUNKIN DNTS MOCHA ICD CFF	25.62
1/1/2024	12/31/2024	152923	13.7Z/PLBTN1X12 DUNKIN DNTS ORIG ICD COFF	25.62
1/1/2024	12/31/2024	156184	14OZPLBTN1X12 CORE PWR PRO CHOC 26G	32.30
1/1/2024	12/31/2024	151817	14OZPLBTN1X12 CORE PWR PRO CHOC ELT 4	33.13
1/1/2024	12/31/2024	156182	14OZPLBTN1X12 CORE PWR PRO VAN 26G	32.30
1/1/2024	12/31/2024	151818	14OZPLBTN1X12 CORE PWT PROVANELIT42G-KO	33.13
1/1/2024	12/31/2024	156188	14OZPLBTN1X12 COREPWRPROSTBYBAN26G-KO	32.30
1/1/2024	12/31/2024	157128	14OZPLBTN1X12 COREPWRPROSTRB ELT 42G-	33.13
1/1/2024	12/31/2024	411523	14OZPLBTN1X12 FAIRLIFE MILK 2% RF	20.46
1/1/2024	12/31/2024	410721	14OZPLBTN1X12 FAIRLIFE MILK CHOC 2%	20.46
1/1/2024	12/31/2024	411524	14OZPLBTN1X12 FAIRLIFE MILK STRWBERRY 2%	20.46
1/1/2024	12/31/2024	412588	15.5OZALCNN1X24 MNSTR REHAB GRN TEA-KO	43.83
1/1/2024	12/31/2024	410845	15.5OZALCNN1X24 MNSTR REHAB STRBYLMNDE	43.83
1/1/2024	12/31/2024	138036	15.5OZALCNN1X24 MNSTR REHAB TEA+LMND-KO	43.83
1/1/2024	12/31/2024	150885	15.5OZALCNN1X24 MNSTR REHAB TEA+PCH-KO	43.83
1/1/2024	12/31/2024	411459	15.5OZALCNN1X24 MNSTR REHAB WATERMELON	43.83
1/1/2024	12/31/2024	412182	15.5OZALCNN1X24 MNSTR REHAB WLD BRRY TE	43.83
1/1/2024	12/31/2024	138037	15.5OZALCNN4X6 MNSTR REHAB TEA+LMND-KO	43.83
1/1/2024	12/31/2024	157696	15OZALCNN1X12 JAVA MNSTR 300 FRNCH VAN	29.22
1/1/2024	12/31/2024	157700	15OZALCNN1X12 JAVA MNSTR 300 MOCHA	29.22
1/1/2024	12/31/2024	412030	15OZALCNN1X12 JAVA MNSTR CAFE LATTE	29.22
1/1/2024	12/31/2024	134923	15OZALCNN1X12 JAVA MNSTR IRISH-KO	29.22
1/1/2024	12/31/2024	134929	15OZALCNN1X12 JAVA MNSTR LOCA MOCA-KO	29.22
1/1/2024	12/31/2024	134926	15OZALCNN1X12 JAVA MNSTR MEAN BEAN-KO	29.22
1/1/2024	12/31/2024	151811	15OZALCNN1X12 JAVA MNSTR SLTED CRMEL-KO	29.22
1/1/2024	12/31/2024	122175	16.9OZPLBTN24X1 DASANI	7.91
1/1/2024	12/31/2024	145098	16.9OZPLBTN6X4 GLACEAU SMARTWATER	22.39
1/1/2024	12/31/2024	412546	16OZALCNN12X1 BANG ENRGY VARIETY PACK	21.92
1/1/2024	12/31/2024	412548	16OZALCNN1X12 BANG ENRGY BLK CHRY VAN	21.92
1/1/2024	12/31/2024	412547	16OZALCNN1X12 BANG ENRGY BLUE RAZZ	21.92
1/1/2024	12/31/2024	412553	16OZALCNN1X12 BANG ENRGY CNDY APL CRS	21.92
1/1/2024	12/31/2024	412549	16OZALCNN1X12 BANG ENRGY COTTON CANDY	21.92
1/1/2024	12/31/2024	412554	16OZALCNN1X12 BANG ENRGY DLSH STRW KI	21.92
1/1/2024	12/31/2024	412556	16OZALCNN1X12 BANG ENRGY PEACH MANGO	21.92
1/1/2024	12/31/2024	412550	16OZALCNN1X12 BANG ENRGY PURPLE HAZE	21.92
1/1/2024	12/31/2024	412557	16OZALCNN1X12 BANG ENRGY RAD SKADATTL	21.92
1/1/2024	12/31/2024	412558	16OZALCNN1X12 BANG ENRGY RNB UNICORN	21.92
1/1/2024	12/31/2024	412551	16OZALCNN1X12 BANG ENRGY SOUR HEADS	21.92
1/1/2024	12/31/2024	412555	16OZALCNN1X12 BANG ENRGY STAR BLAST	21.92
1/1/2024	12/31/2024	412552	16OZALCNN1X12 BANG ENRGY WYLD WTRMLN	21.92

1/1/2024	12/31/2024	157555	16OZALCANN1X12 REIGN INFRNO REDDRGON-K	21.92
1/1/2024	12/31/2024	410450	16OZALCANN1X12 REIGN INFRNO WTRMLN WL-	21.92
1/1/2024	12/31/2024	156563	16OZALCANN1X12 REIGN MELON MANIA-KO	21.92
1/1/2024	12/31/2024	157135	16OZALCANN1X12 REIGN ORGE DREAMSICLE-KO	21.92
1/1/2024	12/31/2024	156561	16OZALCANN1X12 REIGN RAZZLE BERRY-KO	21.92
1/1/2024	12/31/2024	411461	16OZALCANN1X12 REIGN REIGNBOW SHERBET	21.92
1/1/2024	12/31/2024	157362	16OZALCANN1X24 AHA BLBRY PMGRNT-KO	10.94
1/1/2024	12/31/2024	157363	16OZALCANN1X24 AHA LIME WTRMLN-KO	10.94
1/1/2024	12/31/2024	135565	16OZALCANN1X24 FULL THR BLUE AGAVE	41.39
1/1/2024	12/31/2024	119451	16OZALCANN1X24 FULL THROTTLE	41.39
1/1/2024	12/31/2024	150706	16OZALCANN1X24 MNSTR ENER ULT SUNRISE-KO	43.83
1/1/2024	12/31/2024	137400	16OZALCANN1X24 MNSTR ENERGY ZER SUGAR-	43.83
1/1/2024	12/31/2024	133129	16OZALCANN1X24 MNSTR ENERGY-KO	43.83
1/1/2024	12/31/2024	155811	16OZALCANN1X24 MNSTR ENG PACIFIC PUNCH	43.83
1/1/2024	12/31/2024	153225	16OZALCANN1X24 MNSTR ENG ULTRA VIOLET-KO	43.83
1/1/2024	12/31/2024	145105	16OZALCANN1X24 MNSTR ENG ZERO ULT-KO	43.83
1/1/2024	12/31/2024	151511	16OZALCANN1X24 MNSTR ENGPIPELN PNCH-KO	43.83
1/1/2024	12/31/2024	157527	16OZALCANN1X24 MNSTR ENGY ULTRA FIESTA	43.83
1/1/2024	12/31/2024	153389	16OZALCANN1X24 MNSTR ENRGY JC MNG LCO-KO	43.83
1/1/2024	12/31/2024	157526	16OZALCANN1X24 MNSTR ENRGY ULTRA ROSA-	43.83
1/1/2024	12/31/2024	410384	16OZALCANN1X24 MNSTR ERGY ULTRA WTRMLN	43.83
1/1/2024	12/31/2024	411457	16OZALCANN1X24 MNSTR JC AUSSIE LEMONAD	43.83
1/1/2024	12/31/2024	410237	16OZALCANN1X24 MNSTR JUICE KHAOTIC-KO	43.83
1/1/2024	12/31/2024	410236	16OZALCANN1X24 MNSTR JUICE PAPILLON-KO	43.83
1/1/2024	12/31/2024	412701	16OZALCANN1X24 MNSTR JUICED RIO PUNCH	43.83
1/1/2024	12/31/2024	133131	16OZALCANN1X24 MNSTR LOCARB ENER-KO	43.83
1/1/2024	12/31/2024	412022	16OZALCANN1X24 MNSTR NITRO COSMIC PEAC	43.83
1/1/2024	12/31/2024	410844	16OZALCANN1X24 MNSTR NITRO SUPER DRY	43.83
1/1/2024	12/31/2024	412027	16OZALCANN1X24 MNSTR RES KIWI STRWBRRY	43.83
1/1/2024	12/31/2024	411665	16OZALCANN1X24 MNSTR RES ORANGE DREAM	43.83
1/1/2024	12/31/2024	412583	16OZALCANN1X24 MNSTR RES PEACH N CREAM	43.83
1/1/2024	12/31/2024	411295	16OZALCANN1X24 MNSTR RES WHITE PINEAPP	43.83
1/1/2024	12/31/2024	412633	16OZALCANN1X24 MNSTR ULT FNTSY RUBY RE	43.83
1/1/2024	12/31/2024	156532	16OZALCANN1X24 MNSTR ULTRA PARADISE-KO	43.83
1/1/2024	12/31/2024	411462	16OZALCANN1X24 MNSTR ULTRA PEACHY KEEN	43.83
1/1/2024	12/31/2024	412024	16OZALCANN1X24 MNSTR ULTRA STRAW DREAM	43.83
1/1/2024	12/31/2024	128259	16OZALCANN1X24 NOS ENERGY	41.39
1/1/2024	12/31/2024	152197	16OZALCANN1X24 NOS GT GRAPE	41.39
1/1/2024	12/31/2024	156518	16OZALCANN1X24 NOS SONIC SOUR	41.39
1/1/2024	12/31/2024	412514	16OZALCANN1X24 NOS ZERO	41.39
1/1/2024	12/31/2024	412392	16OZALCANN24X1 MNSTR ENRGY JUICE VRTY	43.83
1/1/2024	12/31/2024	412545	16OZALCANN4X6 BANG ENRGY BLUE RAZZ	43.83
1/1/2024	12/31/2024	412702	16OZALCANN4X6 BANG ENRGY PEACH MANGO	43.83
1/1/2024	12/31/2024	133109	16OZALCANN4X6 MNSTR ENERGY-KO	43.83
1/1/2024	12/31/2024	155264	16OZALCANN4X6 MNSTR ENG ULTRA VIOLET-	43.83
1/1/2024	12/31/2024	145388	16OZALCANN4X6 MNSTR ENG ZERO ULT-KO	43.83
1/1/2024	12/31/2024	410591	16OZALCANN4X6 MNSTR ENGY ULTRA FIESTA	43.83

1/1/2024	12/31/2024	412025	16OZALCNN4X6 MNSTR JC AUSSIE LEMONAD	43.83
1/1/2024	12/31/2024	412635	16OZALCNN4X6 MNSTR ULTRA PEACHY KEEN	43.83
1/1/2024	12/31/2024	157816	16OZALCNN4X6 REIGN ORGE DREAMSICLE- PBW	43.83
1/1/2024	12/31/2024	412023	16OZALCNN4X6 REIGN REIGNBOW SHERBET	43.83
1/1/2024	12/31/2024	156122	16OZPLBTN1X12 BDYARMR LYTE BLBERRY PO	20.09
1/1/2024	12/31/2024	156339	16OZPLBTN1X12 BDYARMR LYTE BRY PNCH -	20.09
1/1/2024	12/31/2024	411891	16OZPLBTN1X12 BDYARMR LYTE DRAGON BERRY	20.09
1/1/2024	12/31/2024	411421	16OZPLBTN1X12 BDYARMR LYTE KIWI STRAW	20.09
1/1/2024	12/31/2024	156121	16OZPLBTN1X12 BDYARMR LYTE ORG CLMTN-KO	20.09
1/1/2024	12/31/2024	156120	16OZPLBTN1X12 BDYARMR LYTE PCH MANGO	20.09
1/1/2024	12/31/2024	410466	16OZPLBTN1X12 BDYARMR LYTE STRBRYLMND	20.09
1/1/2024	12/31/2024	411896	16OZPLBTN1X12 BDYARMR LYTE STRW BANANA	20.09
1/1/2024	12/31/2024	157121	16OZPLBTN1X12 BDYARMR LYTE TROPCCNUT-KO	20.09
1/1/2024	12/31/2024	156115	16OZPLBTN1X12 BDYARMR SUPDRK BLKOUT B	20.09
1/1/2024	12/31/2024	411419	16OZPLBTN1X12 BDYARMR SUPDRK BLU RASP	20.09
1/1/2024	12/31/2024	411889	16OZPLBTN1X12 BDYARMR SUPDRK CHERRY LM	20.09
1/1/2024	12/31/2024	156112	16OZPLBTN1X12 BDYARMR SUPDRK FRT PNCH	20.09
1/1/2024	12/31/2024	156109	16OZPLBTN1X12 BDYARMR SUPDRK MXD BRY	20.09
1/1/2024	12/31/2024	156110	16OZPLBTN1X12 BDYARMR SUPDRK ORG MNG	20.09
1/1/2024	12/31/2024	156118	16OZPLBTN1X12 BDYARMR SUPDRK PNAPL CC	20.09
1/1/2024	12/31/2024	411420	16OZPLBTN1X12 BDYARMR SUPDRK STRAW GR	20.09
1/1/2024	12/31/2024	156111	16OZPLBTN1X12 BDYARMR SUPDRK STRBY BA	20.09
1/1/2024	12/31/2024	156114	16OZPLBTN1X12 BDYARMR SUPDRK TROP PNC	20.09
1/1/2024	12/31/2024	156117	16OZPLBTN1X12 BDYARMR SUPDRK WTRMN ST	20.09
1/1/2024	12/31/2024	410465	16OZPLBTN1X12 BDYARMR SUPERDRKGOLDBER	20.09
1/1/2024	12/31/2024	412565	16OZPLBTN1X12 BDYARMR ZR SGR CHRRY LI	20.09
1/1/2024	12/31/2024	412567	16OZPLBTN1X12 BDYARMR ZR SGR FRT PUNC	20.09
1/1/2024	12/31/2024	412560	16OZPLBTN1X12 BDYARMR ZR SGR LEMON LI	20.09
1/1/2024	12/31/2024	412568	16OZPLBTN1X12 BDYARMR ZR SGR ORANGE	20.09
1/1/2024	12/31/2024	152013	18.5OZPLBTN1X12 GOLD PEAK EXTRA SWT TEA	15.80
1/1/2024	12/31/2024	151695	18.5OZPLBTN1X12 GOLD PEAK PEACH TEA	15.80
1/1/2024	12/31/2024	151694	18.5OZPLBTN1X12 GOLD PEAK RASBY TEA	15.80
1/1/2024	12/31/2024	135333	18.5OZPLBTN1X12 GOLD PEAK SWT BLK TEA	15.80
1/1/2024	12/31/2024	135336	18.5OZPLBTN1X12 GOLD PEAK SWT GRN TEA	15.80
1/1/2024	12/31/2024	135337	18.5OZPLBTN1X12 GOLD PEAK UNSWT BLK TEA	15.80
1/1/2024	12/31/2024	135334	18.5OZPLBTN1X12 GOLD PEAK ZR SGR SWT TE	15.80
1/1/2024	12/31/2024	147198	18.6OZALCNN1X12 MNSTR IMPORT ENG-KO	29.22
1/1/2024	12/31/2024	412029	18.6OZALCNN1X12 MNSTR REHAB TEA+LMND-KO	29.22
1/1/2024	12/31/2024	156136	1LPLBTN1X12 BDYARMR SPORT WATER	21.82
1/1/2024	12/31/2024	410491	20.2OZPLBTN1X12 BDYARMR EDGE BERRYBLITZ	20.29
1/1/2024	12/31/2024	410489	20.2OZPLBTN1X12 BDYARMR EDGE ORNG FRNZY	20.29
1/1/2024	12/31/2024	412343	20OZPLBTN1X12 BDYARMR FLASH IV CUMBR	20.29
1/1/2024	12/31/2024	412342	20OZPLBTN1X12 BDYARMR FLASH IV GRAPE	20.29
1/1/2024	12/31/2024	412340	20OZPLBTN1X12 BDYARMR FLASH IV ORANGE	20.29
1/1/2024	12/31/2024	412345	20OZPLBTN1X12 BDYARMR FLASH IV STRW K	20.29
1/1/2024	12/31/2024	412344	20OZPLBTN1X12 BDYARMR FLASH IV TRP PN	20.29
1/1/2024	12/31/2024	411916	20OZPLBTN1X12 GLAC VWTR ZERO FOREVR YOU	13.17

1/1/2024	12/31/2024	411930	20OZPLBTN1X12 GLAC VWTR ZERO LOVE	13.17
1/1/2024	12/31/2024	156091	20OZPLBTN1X12 GLACEAU VWTR ENERGY-KO	13.17
1/1/2024	12/31/2024	156085	20OZPLBTN1X12 GLACEAU VWTR ESSENTAL	13.17
1/1/2024	12/31/2024	156084	20OZPLBTN1X12 GLACEAU VWTR FOCUS-KO	13.17
1/1/2024	12/31/2024	156090	20OZPLBTN1X12 GLACEAU VWTR PWR-C-KO	13.17
1/1/2024	12/31/2024	156083	20OZPLBTN1X12 GLACEAU VWTR REVIVE-KO	13.17
1/1/2024	12/31/2024	156089	20OZPLBTN1X12 GLACEAU VWTR XXX-KO	13.17
1/1/2024	12/31/2024	156081	20OZPLBTN1X12 GLACEAU VWTR ZERO RISE	13.17
1/1/2024	12/31/2024	156079	20OZPLBTN1X12 GLACEAU VWTR ZERO SQUEZ	13.17
1/1/2024	12/31/2024	156078	20OZPLBTN1X12 GLACEAU VWTR ZERO XXX	13.17
1/1/2024	12/31/2024	410351	20OZPLBTN1X12 GLACEAU VWTR ZRSGR GUTSY	13.17
1/1/2024	12/31/2024	102748	20OZPLBTN1X24 BARQS ROOT BEER	14.48
1/1/2024	12/31/2024	127756	20OZPLBTN1X24 C DRY GIN ALE-CS	14.48
1/1/2024	12/31/2024	102580	20OZPLBTN1X24 CHERRY COKE	14.48
1/1/2024	12/31/2024	121765	20OZPLBTN1X24 COCA COLA ZERO SUGAR	14.48
1/1/2024	12/31/2024	157112	20OZPLBTN1X24 COCA-COLA CHRY VAN CNTR	14.48
1/1/2024	12/31/2024	102576	20OZPLBTN1X24 COKE	14.48
1/1/2024	12/31/2024	125492	20OZPLBTN1X24 COKE CHRY ZERO	14.48
1/1/2024	12/31/2024	411968	20OZPLBTN1X24 COKE MOVE	14.48
1/1/2024	12/31/2024	412117	20OZPLBTN1X24 COKE ULTIMATE	14.48
1/1/2024	12/31/2024	412361	20OZPLBTN1X24 COKE Y3000	14.48
1/1/2024	12/31/2024	411967	20OZPLBTN1X24 COKE ZERO MOVE	14.48
1/1/2024	12/31/2024	412115	20OZPLBTN1X24 COKE ZERO SUGAR ULTIMAT	14.48
1/1/2024	12/31/2024	412360	20OZPLBTN1X24 COKE ZERO SUGAR Y3000	14.48
1/1/2024	12/31/2024	112259	20OZPLBTN1X24 DASANI	10.99
1/1/2024	12/31/2024	133255	20OZPLBTN1X24 DR PEPPER CHERRY-CS	14.48
1/1/2024	12/31/2024	157269	20OZPLBTN1X24 DR PEPPER CRM SODA-CS	14.48
1/1/2024	12/31/2024	412090	20OZPLBTN1X24 DR PEPPER STRAW & CRM	14.48
1/1/2024	12/31/2024	412089	20OZPLBTN1X24 DR PEPPER ZERO STRAW&CR	14.48
1/1/2024	12/31/2024	117803	20OZPLBTN1X24 DR PEPPER-CS	14.48
1/1/2024	12/31/2024	102578	20OZPLBTN1X24 DT COKE	14.48
1/1/2024	12/31/2024	117808	20OZPLBTN1X24 DT DR PEPPER-CS	14.48
1/1/2024	12/31/2024	114756	20OZPLBTN1X24 FANTA ORG	14.48
1/1/2024	12/31/2024	114757	20OZPLBTN1X24 FANTA PINEAPPLE	14.48
1/1/2024	12/31/2024	115314	20OZPLBTN1X24 FANTA STRBY	14.48
1/1/2024	12/31/2024	134848	20OZPLBTN1X24 FANTA ZERO ORG	14.48
1/1/2024	12/31/2024	129254	20OZPLBTN1X24 GLACEAU SMARTWATER	22.39
1/1/2024	12/31/2024	102782	20OZPLBTN1X24 MELLO YELLO	14.48
1/1/2024	12/31/2024	115304	20OZPLBTN1X24 MM LEMONADE (NC)	14.48
1/1/2024	12/31/2024	116533	20OZPLBTN1X24 MM PK LMNAD (NC)	14.48
1/1/2024	12/31/2024	102752	20OZPLBTN1X24 PADE FRT PNCH	17.73
1/1/2024	12/31/2024	101728	20OZPLBTN1X24 PADE MT BRY BLAST	17.73
1/1/2024	12/31/2024	116663	20OZPLBTN1X24 PIBB XTRA	14.48
1/1/2024	12/31/2024	123665	20OZPLBTN1X24 PIBB ZERO	14.48
1/1/2024	12/31/2024	103029	20OZPLBTN1X24 SPRITE	14.48
1/1/2024	12/31/2024	411933	20OZPLBTN1X24 SPRITE LYMONADE LEGACY	14.48
1/1/2024	12/31/2024	152897	20OZPLBTN1X24 SPRITE WITH CHERRY	14.48

1/1/2024	12/31/2024	156893	20OZPLBTN1X24 SPRITE WNTR SPCD CRNB DIMP	14.48
1/1/2024	12/31/2024	120461	20OZPLBTN1X24 SPRITE ZERO	14.48
1/1/2024	12/31/2024	116773	20OZPLBTN1X24 SQUIRT-CS	14.48
1/1/2024	12/31/2024	116629	20OZPLBTN1X24 VANILLA COKE	14.48
1/1/2024	12/31/2024	412000	20OZPLBTN1X24 WTFANTA ZERO SUGAR BLK	14.48
1/1/2024	12/31/2024	125624	20OZPLBTN8X3 PADE FRT PNCH HICN	17.73
1/1/2024	12/31/2024	125622	20OZPLBTN8X3 PADE GRP HICN	17.73
1/1/2024	12/31/2024	125681	20OZPLBTN8X3 PADE L/L HICN	17.73
1/1/2024	12/31/2024	125625	20OZPLBTN8X3 PADE MT BRY BLAST HICN	17.73
1/1/2024	12/31/2024	125623	20OZPLBTN8X3 PADE ORG HICN	17.73
1/1/2024	12/31/2024	137799	20OZPLBTN8X3 PADE ZERO FRT PNCH HICN	17.73
1/1/2024	12/31/2024	130470	20OZPLBTN8X3 PADE ZERO GRP HICN	17.73
1/1/2024	12/31/2024	130471	20OZPLBTN8X3 PADE ZERO MIXED BRY HICN	17.73
1/1/2024	12/31/2024	157206	23.7OZPLBTN1X12 GLAC SMARTWTR CCMBR LM	12.73
1/1/2024	12/31/2024	157196	23.7OZPLBTN1X12 GLAC SMARTWTR STRBBLKB	12.73
1/1/2024	12/31/2024	156137	23.7OZPLBTN1X24 BDYARMR SPORT WATER	33.29
1/1/2024	12/31/2024	132296	23.7OZPLBTN1X24 GLACEAU SMARTWATER	22.39
1/1/2024	12/31/2024	154537	23.7OZPLBTN6X4 GLACEAU SMARTWATER SHWR	22.39
1/1/2024	12/31/2024	152951	23OZALCNN1X12 PEACE TEA CADDY SHACK-K	14.62
1/1/2024	12/31/2024	152965	23OZALCNN1X12 PEACE TEA GA PEACH-KO	14.62
1/1/2024	12/31/2024	157352	23OZALCNN1X12 PEACE TEA HELLO MANGO	14.62
1/1/2024	12/31/2024	152952	23OZALCNN1X12 PEACE TEA RAZZLEBERRY-K	14.62
1/1/2024	12/31/2024	152935	23OZALCNN1X12 PEACE TEA SNO-BERRY-KO	14.62
1/1/2024	12/31/2024	133145	24OZALCNN1X12 MEGA MNSTR ENERGY-KO	29.22
1/1/2024	12/31/2024	133147	24OZALCNN1X12 MEGA MNSTR LOCRB ENG-KO	29.22
1/1/2024	12/31/2024	147322	24OZALCNN1X12 MNSTR ENG ZERO ULT-KO	29.22
1/1/2024	12/31/2024	151988	24OZALCNN1X12 NOS ENERGY	29.22
1/1/2024	12/31/2024	411901	28OZPLBTN1X12 BDYARMR EDGE BLUE RSPBRRY	25.27
1/1/2024	12/31/2024	411897	28OZPLBTN1X12 BDYARMR EDGE GRAPE	25.27
1/1/2024	12/31/2024	411895	28OZPLBTN1X12 BDYARMR EDGE STRAWBERRY	25.27
1/1/2024	12/31/2024	411900	28OZPLBTN1X12 BDYARMR EDGE TRP PUNCH	25.27
1/1/2024	12/31/2024	156132	28OZPLBTN1X12 BDYARMR LYTE PCH MANGO	25.27
1/1/2024	12/31/2024	411429	28OZPLBTN1X12 BDYARMR LYTE STRBRYLMND	25.27
1/1/2024	12/31/2024	411892	28OZPLBTN1X12 BDYARMR LYTE STRW BANANA	25.27
1/1/2024	12/31/2024	156126	28OZPLBTN1X12 BDYARMR SUPDRK BLKOUT B	25.27
1/1/2024	12/31/2024	411893	28OZPLBTN1X12 BDYARMR SUPDRK CHERRY LM	25.27
1/1/2024	12/31/2024	156125	28OZPLBTN1X12 BDYARMR SUPDRK FRT PNCH	25.27
1/1/2024	12/31/2024	156123	28OZPLBTN1X12 BDYARMR SUPDRK ORG MNG	25.27
1/1/2024	12/31/2024	156131	28OZPLBTN1X12 BDYARMR SUPDRK PNAPL CC	25.27
1/1/2024	12/31/2024	411422	28OZPLBTN1X12 BDYARMR SUPDRK STRAW GR	25.27
1/1/2024	12/31/2024	156124	28OZPLBTN1X12 BDYARMR SUPDRK STRBY BA	25.27
1/1/2024	12/31/2024	156127	28OZPLBTN1X12 BDYARMR SUPDRK TROP PNC	25.27
1/1/2024	12/31/2024	156128	28OZPLBTN1X12 BDYARMR SUPDRK WTRMN ST	25.27
1/1/2024	12/31/2024	132541	2LPLBTN1X8 BARQS ROOT BEER BOLT	11.82
1/1/2024	12/31/2024	121430	2LPLBTN1X8 C DRY GIN ALE-CS	11.82
1/1/2024	12/31/2024	132528	2LPLBTN1X8 CF DT COKE CNTR	11.82
1/1/2024	12/31/2024	117780	2LPLBTN1X8 CF DT DR PEPPER-CS	11.82

1/1/2024	12/31/2024	132529	2LPLBTN1X8 CHERRY COKE CNTR	11.82
1/1/2024	12/31/2024	132531	2LPLBTN1X8 COCA COLA ZERO SUGAR CNTR	11.82
1/1/2024	12/31/2024	132530	2LPLBTN1X8 COKE CNTR	11.82
1/1/2024	12/31/2024	134080	2LPLBTN1X8 DR PEPPER CHERRY-CS	11.82
1/1/2024	12/31/2024	410420	2LPLBTN1X8 DR PEPPER CRM SODA-CS	11.82
1/1/2024	12/31/2024	136209	2LPLBTN1X8 DR PEPPER-CS BOLT	11.82
1/1/2024	12/31/2024	132532	2LPLBTN1X8 DT COKE CNTR	11.82
1/1/2024	12/31/2024	136210	2LPLBTN1X8 DT DR PEPPER-CS BOLT	11.82
1/1/2024	12/31/2024	132543	2LPLBTN1X8 FANTA ORG BOLT	11.82
1/1/2024	12/31/2024	134318	2LPLBTN1X8 FANTA PINEAPPLE BOLT	11.82
1/1/2024	12/31/2024	132544	2LPLBTN1X8 FANTA STRBY BOLT	11.82
1/1/2024	12/31/2024	132545	2LPLBTN1X8 FRESCA BOLT	11.82
1/1/2024	12/31/2024	132546	2LPLBTN1X8 MELLO YELLO BOLT	11.82
1/1/2024	12/31/2024	132551	2LPLBTN1X8 MM LEMONADE (NC) BOLT	11.82
1/1/2024	12/31/2024	132547	2LPLBTN1X8 PIBB XTRA BOLT	11.82
1/1/2024	12/31/2024	132540	2LPLBTN1X8 SPRITE DIMP	11.82
1/1/2024	12/31/2024	410966	2LPLBTN1X8 SPRITE WNTR SPCDCRNZROS	11.82
1/1/2024	12/31/2024	132539	2LPLBTN1X8 SPRITE ZERO DIMP	11.82
1/1/2024	12/31/2024	116822	2LPLBTN1X8 SQUIRT-CS	11.82
1/1/2024	12/31/2024	146873	355MLGLBTN1X24 FANTA GRAPE MEX	25.30
1/1/2024	12/31/2024	126582	355MLGLBTN1X24 FANTA ORG MEX	25.30
1/1/2024	12/31/2024	146877	355MLGLBTN1X24 FANTA PINEAPPLE MEX	25.30
1/1/2024	12/31/2024	146875	355MLGLBTN1X24 FANTA STRBY MEX	25.30
1/1/2024	12/31/2024	122366	355MLGLBTN24X1 COKE MEX	25.30
1/1/2024	12/31/2024	138496	355MLGLBTN24X1 SPRITE MEX	25.30
1/1/2024	12/31/2024	103172	8OZGLBTN6X4 COKE	23.17
1/1/2024	12/31/2024	117749	8OZGLBTN6X4 DR PEPPER-CS	23.17
1/1/2024	12/31/2024	7000705	FRICKENSTICK BBQ 1-Ls 24	24.84
1/1/2024	12/31/2024	7000703	FRICKENSTICK CAJUN 1-Ls 24	24.84
1/1/2024	12/31/2024	7000706	FRICKENSTICK HOT 1-Ls 24	24.84
1/1/2024	12/31/2024	7000702	FRICKENSTICK JALAPENO 1-Ls 24	24.84
1/1/2024	12/31/2024	7000701	FRICKENSTICK ORIGINAL 1-Ls 24	24.84
1/1/2024	12/31/2024	7000704	FRICKENSTICK TERIYAKI 1-Ls 24	24.84
1/1/2024	12/31/2024	70000700	STICK VARIETY 6CS DISPLAY	148.98



AGENDA ITEM ANALYSIS

Project/Issue Name: 23-R-66 A Resolution of the City Council Approving a Preliminary Plat for Olde Savannah Phase 3C, A Residential Subdivision Consisting of Approximately 5.02 Acres Located at 6354 South Farm Road 89.

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: November 14, 2023

Issue Statement

Olde Savannah LLC has requested review and approval of a Preliminary Plat of approximately Five Point Zero-Two (5.02) acres for Phase 3C of Olde Savannah, a subdivision consisting of 19 residential lots zoned High-Density Single-Family Residential (R1-H), streets, and infrastructure.

Conformity with Preliminary Plat Review Criteria: Preliminary Plats are reviewed for their conformance with the following review criteria to ensure the development, in the proposed location:

- (1) Will not endanger the public health or safety;
- (2) Will not injure the value of adjoining property or abutting property;
- (3) Will be in conformity with the Comprehensive Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council; and
- (4) Will be in harmony with the area in which it is located.

Preliminary Plats are reviewed by the City Planner and the City Engineer in conformance with the requirements of Chapter 410 of Republic's Municipal Code, the Comprehensive Plan, and all applicable City adopted codes and regulations.

Discussion and/or Analysis

The 5.02-acre property subject to this Preliminary Plat Application is located at 6534 South Farm Road 89. The property is zoned appropriately for the proposed plat, High-Density Single-Family Residential (R1-H). R1-H zoning allows for:

- Min. Lot Sizes of 7,000 square feet
- Max density of 6.22 lots per acre
- Setbacks:
 - Front: 25'
 - Side (Interior): 6'

- Rear: 25'

The following paragraphs contain brief analyses of the application's conformity with the Preliminary Plat Review Criteria identified above.

Consistency with the Comprehensive Plan

The referenced Preliminary Plat contains 19 lots, each with a minimum lot size of 7,000 square feet. The Preliminary Plat also consists of streets, open space and utility and drainage easements.

Transportation Plan

The Preliminary Plat proposes one new road and connects to Phase 3A of Olde Savannah through continuations of Habersham St and Abercorn St.

No lot will be given access to Farm Road 89.

These constructed streets would be dedicated to the city during the Final Platting Process.

A Traffic Impact Study (TIS) was conducted at the time of the initial rezone of the property and no street improvements were required.

Water and Wastewater Master Plan

The site is not currently served by City of Republic water or sanitary sewer service. The site is in proximity to an 8-inch water main along the eastern property line.

The site is in proximity to an 8-inch sanitary sewer that crosses Houston Ave along the southern side of Habersham St. The sanitary sewer flows to the Shuyler Creek Lift Station and through a force main to the Wastewater Treatment Facility. The City's water and sanitary sewer systems have the capacity to serve the proposed development; final evaluations of capacity will be performed during subsequent development review.

Zoning Code

The Preliminary Plat of Olde Savannah Phase 3C has been platted for the construction of 19 single-family residential lots and associated infrastructure, including public streets and sidewalks, public water and sanitary sewer mains, and stormwater conveyance.

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

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

Stormwater: The Preliminary Plat utilizes the existing Stormwater Detention Area within Olde Savannah Phase 3A. The detention area was originally designed to accommodate development of the subject parcel in addition to other portions of the greater Olde Savannah subdivision. Although not shown on this Preliminary Plat, any Stormwater Detention Areas and all open space/common areas, were any such



areas to be included during subsequent Infrastructure Permitting, would be maintained by a Homeowner's Association.

Infrastructure Design: The design of the streets, sidewalks, water and sanitary sewer systems, and stormwater detention will be reviewed and permitted during the Infrastructure Permitting process.

Recommended Action

Staff considers the **proposed Preliminary Plat in general conformity with the requirements for Preliminary Plats and is recommending approval of the application.**

A RESOLUTION OF THE CITY COUNCIL APPROVING A PRELIMINARY PLAT FOR OLDE SAVANNAH PHASE 3C, A RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 5.02 ACRES LOCATED AT 6354 SOUTH FARM ROAD 89

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

WHEREAS, the City’s Planning and Zoning Commission (“Commission”), together with the City Council, have adopted Subdivision Regulations governing the subdivision of land within the City; and

WHEREAS, the Commission and the Council have passed resolutions adopting a Comprehensive Land Use Plan and a Transportation Plan for the City; and

WHEREAS, Olde Savannah, LLC (“Applicant”) submitted an application (“Application”) for the review and approval of a preliminary plat (“Proposed Preliminary Plat”) of approximately five point zero two (5.02) acres located near 6354 South Farm Road 89 in Republic, Missouri, also known as Olde Savannah Phase 3C (“Olde Savannah”); and

WHEREAS, under the Proposed Preliminary Plat, Olde Savannah will consist of nineteen (19) residential lots which meet the 7,000 square foot single-family detached requirements for the applicable zoning classification for High-Density Single Family Residential (R1-H) use; and

WHEREAS, pursuant to Republic Municipal Code Section 410.150, following review by the City’s planner(s) and/or engineer(s), the Commission examines proposed preliminary plats to ensure the proposed development (1) will not endanger public health or safety, (2) will not injure the value of adjoining/abutting property, (3) will be in conformity with the Comprehensive Land Use Plan, Transportation Plan, Zoning Code, Water System Master Plan, Wastewater System Facility Plan, or other plans officially adopted by the City Council, and (4) will be in harmony with the surrounding area; and

WHEREAS, the City’s planner(s) and/or engineer(s) have reviewed the Proposed Preliminary Plat and transmitted the Application to the Commission for review and approval; and

WHEREAS, the Commission has examined the Proposed Preliminary Plat and found it complies with applicable Republic Municipal Code Sections, Ordinances and Subdivision Regulations, and conforms to the City’s Comprehensive Land Use Plan, Transportation Plan and other adopted plans; and

WHEREAS, at a regular meeting of the Commission held on November 13, 2023, the Commission recommended Council’s approval of the Proposed Preliminary Plat by a vote of 6 Ayes to 0 Nays.

WHEREAS, the City Council finds the Proposed Preliminary Plat meets the requirements of Chapter 410, Republic Municipal Code, and all other applicable Regulations and adopted Plans, and therefore approves the Application accordingly.

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

Section 1: The Preliminary Plat substantially conforms to Chapter 410, Republic Municipal Code, and all other applicable Ordinances, Regulations and adopted City Plans.

Section 2: The Application for approval of a preliminary plat for Olde Savannah Phase 3C is hereby approved in all respects, and the Preliminary Plat, attached hereto and labeled "Exhibit 1", shall serve as the official guide for the development of the Olde Savannah 3C subdivision.

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

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2023.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

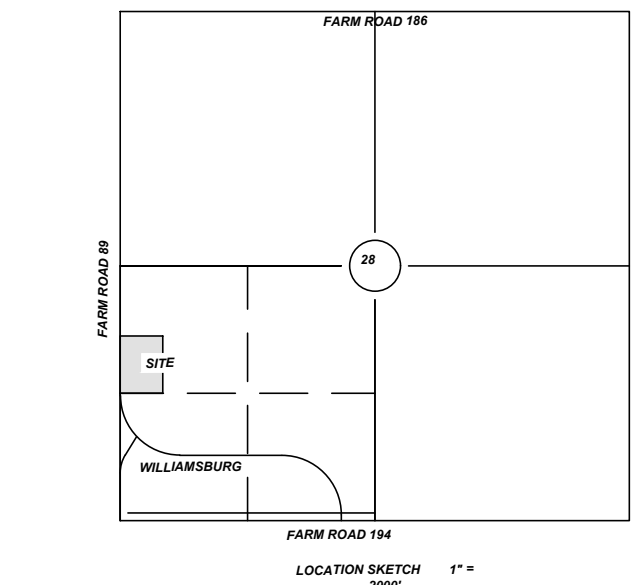
Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

C:\Users\Dan\OneDrive - CJW Transportation\Documents - CJW PROJECTS\2023\23131 - Olde Savannah Phase 3C\Survey dwg\23131 Olde Savannah Phase 3C Pre-Plat.dwg - LAST
SAVED: 10/23/2023 4:13:45 PM - PLOTTED: 10/31/2023 11:46:19 AM



PROPERTY DESCRIPTION

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

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

CONTAINING 218,794 SQUARE FEET OR 5.02 ACRES

LEGEND

- IRON PIN SET CAPPED "LC 2007008003"
- EXISTING IRON PIN
- EXISTING RIGHT-OF-WAY MARKER
- MEASURED
- PLATTED
- DEEDED
- ELECTRIC TRANSFORMER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- GAS METER
- POWER POLE
- ELECTRIC METER
- GUY ANCHOR
- PULL BOX
- 2 PED
- WATER METER
- GAS METER
- AIR CONDITIONER
- SIGN
- LIGHT POLE
- POST
- MAIL BOX
- TREE DECIDUOUS
- TREE EVERGREEN
- WATER LINE
- GAS LINE
- SANITARY SEWER
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND COMMUNICATION LINE
- FIBER-OPTIC CABLE
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE

SITE BENCHMARKS:

T.B.M. #1 - IRON PIN MARKED 2122 LOCATED AT THE NORTHWEST CORNER OF LOTS 50 AND 51

N 462552.3454'
E 1359657.0647'

ELEV 1296.68

T.B.M. #2 - IRON PIN MARKED 2122 LOCATED ALONG SOUTH RIGHT OF WAY OF WILLIAMSBURG WALK AT FR 89 CONNECTOR

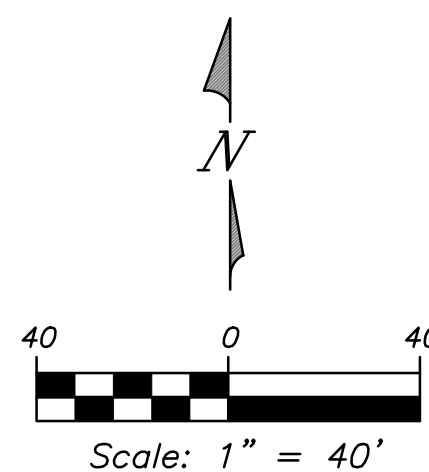
N 461990.789
E 1359758.7259

ELEV 1309.46

OWNER/DEVELOPER

OLDE SAVANNAH LLC
3800 S FREMONT AVE
SPRINGFIELD MO 65804

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



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE
STATION: GR-86
N: 466387.5646
E: 1365363.6960
ELEV: 1204.40

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	39.27	150.00	15.00	N85° 43' 49"E	39.16
C2	39.27	150.00	15.00	N5° 23' 34"W	39.16
C3	39.27	150.00	15.00	N9° 36' 26"E	39.16
C4	39.27	150.00	15.00	N81° 27' 49"W	39.16

GENERAL NOTES:

- TOTAL AREA - 5.02 ACRES
- TOTAL NUMBER OF LOTS - 19
- LARGEST LOT - LOT 10 (9,481 SF)
SMALLEST LOT - LOT 7 (7,000 SF)
- 5' SIDEWALK TO BE LOCATED ON ONE SIDE OF STREET.
- NO DIRECT ACCESS SHALL BE ALLOWED FROM ANY RESIDENTIAL LOTS TO FARM ROAD 89.
- NO PORTION OF THIS SITE LIES WITHIN THE 100-YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE MAP, PANEL NUMBER 290782 0120 B, EFFECTIVE DATE JUNE 15, 1983.
- HORIZONTAL AND VERTICAL DATUM BASED ON THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT "GR-86".
- ALL STREETS SHALL BE 50' RIGHT-OF-WAY.
- ALL CURVED LOT LINES ARE CONCENTRIC WITH CENTERLINE OF ADJACENT STREETS.
- BUILDING SETBACKS -
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD - 6'
SIDE YARD W/ STREET FRONTAGE - 15'

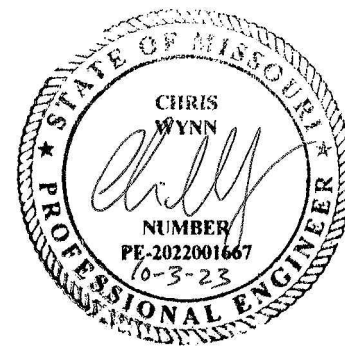
GENERAL NOTES:

- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
- THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
- THE PROPERTY CLOSING WAS MAY 04, 2021 AND THE BOOK AND PAGE IS UNKNOWN AT THIS TIME. THE BOOK AND PAGE PRIOR TO CLOSING-- BOOK 2779 PAGE 996 AND BOOK 2020 PAGE 38366-20

Prepared by:



CJW Transportation Consultants, L.L.C.
5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.cjwcn.com



OLDE SAVANNAH PHASE 3C
PRELIMINARY PLAT
REPUBLIC, MISSOURI

Date:

No.: Description:

SURVEY BY	CJW
DATE	10/02/23
DWG	23131 PP
DESIGN	CJW
DRAWN	CJW
CHECKED	CJW
SCALE HOR.	1"=40'
SCALE VERT.	N/A

PRELIMINARY
PLAT

SHEET NO.

01

CJW NO. 23131

OF 01

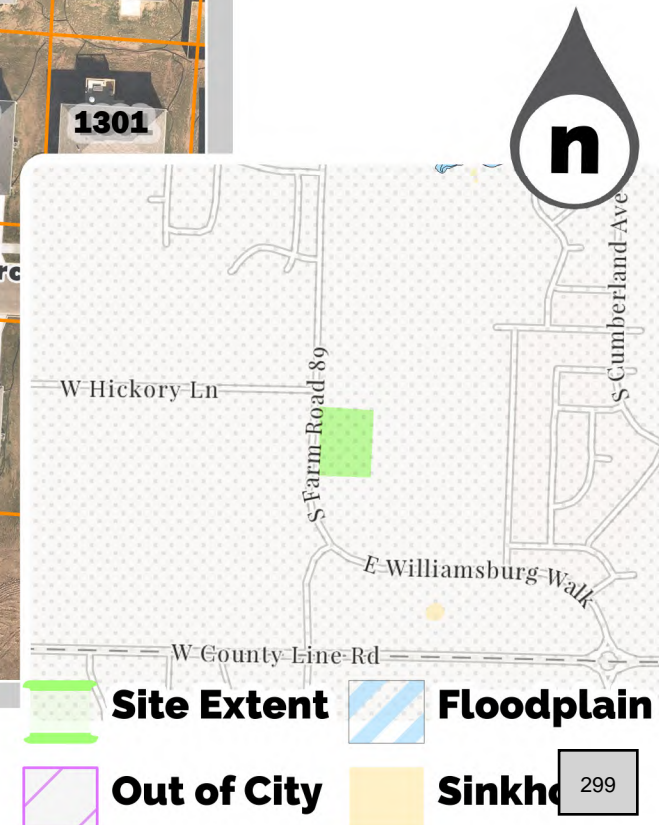
Owner/Applicant
Olde Savannah, LLC

ADDRESS
6354 S Farm Road 89

ZONING
R1-H | REQUESTED: N/A

WARD
3

ACREAGE
5.02



OLDE SAVANNAH PHASE 3C

SUBD-PRE 23-003 | PRELIMINARY PLAT

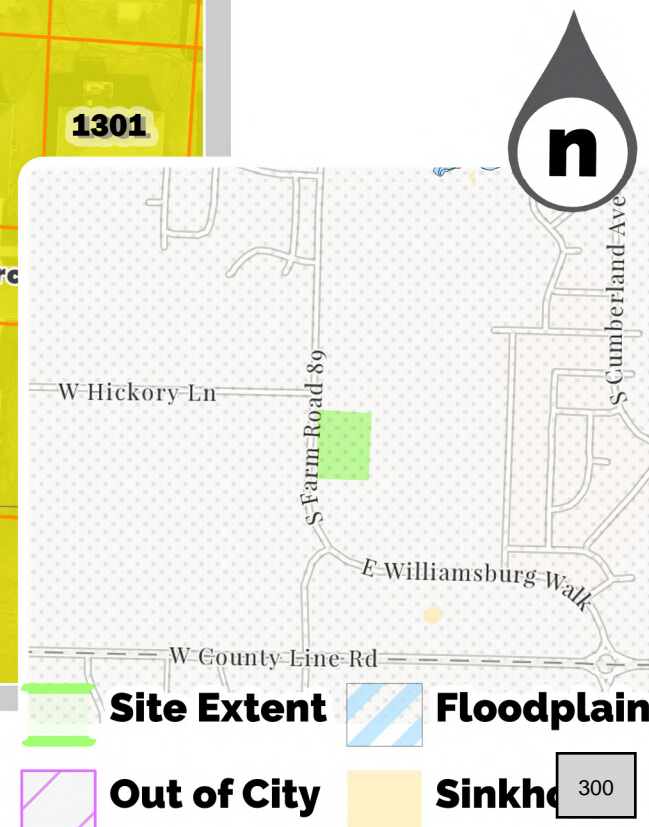
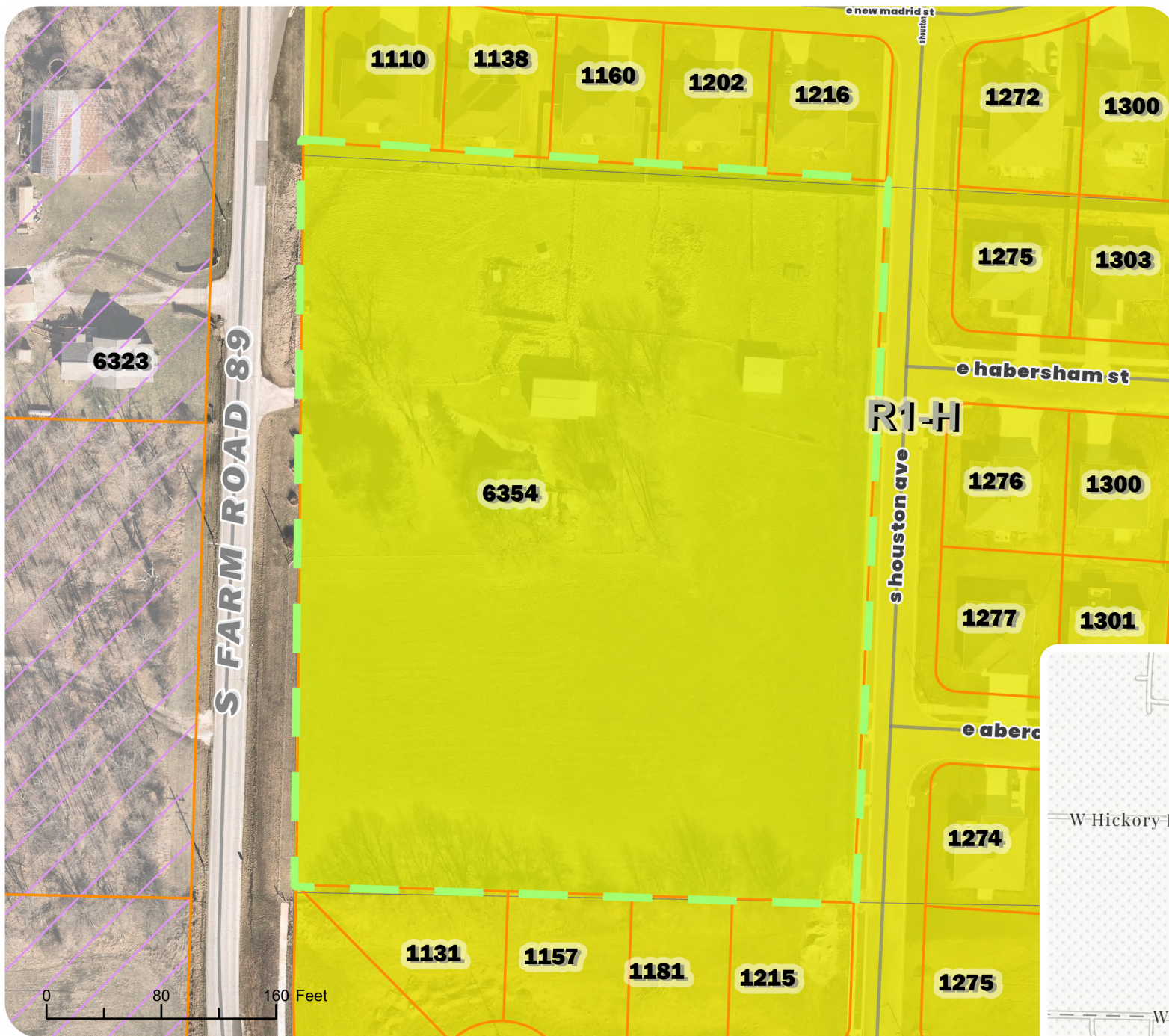
Owner/Applicant
Olde Savannah, LLC

ADDRESS
6354 S Farm Road 89

ZONING
R1-H | REQUESTED: N/A

WARD
3

ACREAGE
5.02



OLDE SAVANNAH PHASE 3C

SUBD-PRE 23-003 | PRELIMINARY PLAT

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

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

Statement of Relevant Facts Found:

in conformity w/ requirements of code

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

☒ Approval ☐ Denial

Commissioner Name:

Ransom Ellis II

Commissioner Signature:

Ransom Ellis II

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

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

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

19 lots 2000 sq ft lot sizes minimum
conformance w/ surrounding subdivision

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

☒ Approval ☐ Denial

Commissioner Name:

Brian Debra

Commissioner Signature:

Brian Debra

Date:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Darron Campbell

Commissioner Signature:

Darron Campbell

Date:

11-13-23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan

☒ Yes

☐ No

Conforming to the City's adopted Transportation Plan

☒ Yes

☐ No

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

☒ Yes

☐ No

Compatible with surrounding land uses

☒ Yes

☐ No

Able to be adequately served by municipal infrastructure

☒ Yes

☐ No

Aligned with the purposes of RSMo. 89.040

☒ Yes

☐ No

Statement of Relevant Facts Found:

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

☒ Approval

☐ Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

11/13/23

Findings of Fact

Date of Hearing:

11/13/2023

Time:

6:00

Type of Application:

Other

Name of Applicant:

Olde Savannah Ph 3C (SUBD-PRE 23-003)

Location:

City Council Chambers

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

Conforming to the City's adopted Land Use Plan ☒ Yes ☐ No

Conforming to the City's adopted Transportation Plan ☒ Yes ☐ No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) ☒ Yes ☐ No

Compatible with surrounding land uses ☒ Yes ☐ No

Able to be adequately served by municipal infrastructure ☒ Yes ☐ No

Aligned with the purposes of RSMo. 89.040 ☒ Yes ☐ No

Statement of Relevant Facts Found:

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

☒ Approval ☐ Denial

Commissioner Name:

Jeff Davis

Commissioner Signature:

[Signature]

Date:

11/13/23